

University of Washington
Request for Proposal
RFP UW 21-0014
Strategic Planning Department of Civil and Environmental Engineering

PURPOSE

This request for proposal, RFP, is issued for the purpose of identifying a qualified consulting firm (also referred to as Contractor or Vendor) to create a strategic plan for the Department of Civil and Environmental Engineering.

BACKGROUND

The Department of Civil & Environmental Engineering (CEE) within the College of Engineering at the University of Washington (UW) is among the oldest of the engineering disciplines, and continues to be among the most crucial for addressing fundamental societal needs and challenges of the 21st century. Students and faculty are working on collaborative, innovative solutions to address infrastructure challenges and meet the needs of urban populations around the world. From transportation to water quality to earthquake resilience, civil and environmental engineers play a crucial role in building and maintaining livable, sustainable cities, healthy environments and strong economies.

The CEE department offers degrees at all levels: bachelor's, master's and doctoral degrees and provides opportunities for coursework and research in construction, energy infrastructure, environmental engineering, geotechnical engineering, structural engineering, transportation and logistics, and water resources. Faculty and students are engaged in a variety of publicly and privately sponsored research projects investigating a broad array of important problems and engineering solutions. The undergraduate program is ranked #20 and graduate programs are ranked #16 for civil and engineering and #27 for environmental engineering by U.S. News & World Report.

The department continues to grow both in number of students and degree programs offered. In the past decade, the undergraduate Bachelor of Science in Civil Engineering (BSCE) program has grown from 256 to 325 students (26%); master's degrees from 180 to 326 students (81%) and doctorate students from 65 to 96 (48%). To accommodate the growing student body and emerging interest areas, several new degree programs have been introduced in recent years, primarily centered around the topics of sustainability and the environment.

A second bachelor's degree program in Environmental Engineering launched in fall 2017, joining the longstanding BSCE program. The Bachelor of Science in Environmental Engineering degree program was added due to student interest in the field and increasing demand by industry for environmental engineers. The program allows students to gain expertise in environmental engineering by providing a solid foundation in both science and engineering. Since launching, the program has grown from 14 to 52 students.

A fourth online master's degree program launched in 2018, the Master of Science in Civil Engineering: Energy Infrastructure program. With a focus on energy infrastructure, the program prepares students to plan, design, construct and manage energy related infrastructure projects. Designed for working professionals, the department's other online master's degree programs focus on Supply Chain Transportation and Logistics, Sustainable Transportation and Construction Engineering.

To meet the growing student demand for study abroad opportunities that encourage a global engineering perspective, CEE also continues to expand its offerings in this area. Introduced in 2018, the Grand Challenges Impact Lab: India empowers students to address real-world problems in Bangalore,

India, while increasing their cultural awareness. A new study abroad program headquartered in Indonesia will also be forthcoming following the pandemic. With existing programs in Rome, Jordan and Scandinavia, the department is unique in the number of faculty-led study abroad opportunities.

PROJECT DESCRIPTION

With the help of a consultant, CEE will launch a strategic planning effort to establish a unified mission, vision and values based on a series of “grand challenges” that the department can embrace. It is expected that these grand challenges will encompass current CEE research and education activities and provide a basis for department operations and management that fosters greater collaboration within the department as well as raises the visibility and demonstrates the impact of CEE research and teaching. The last 15 months have been challenging, exhausting and isolating for all; it is hoped that this strategic planning activity will not only provide an exciting new path forward for the department, but also provide an opportunity to strengthen the CEE community.

PERIOD OF SERVICE

We anticipate having a consulting firm partner with us in this effort for approximately three to four months in summer and fall 2021. The contract is tentatively scheduled to begin on or about August 15, 2021 with a draft strategic plan due by December 1, 2021 and final plan deliverables due by December 15, 2021. If needed UW may extend period of service in order to complete the work.

Firms interested in providing services are asked to submit proposals per the details in this RFP.

SCOPE OF WORK/DELIVERABLES

Facilitation of strategic planning will include, but not be limited to, the following:

- Assist in designing a sound planning process, including (1) establishing a small planning committee tasked with overseeing and coordinating the planning process, (2) thinking through the roles and responsibilities of key players, (3) developing a planning process calendar, and (4) ensuring wide-spread engagement throughout the planning process, and preparing a sound but ambitious strategic plan that takes full and appropriate account of the College’s strategic plan now nearing completion.
- Provide counsel on preparing for and moderating regular planning committee meetings—perhaps four or so during the planning process—and, as appropriate, moderate the first committee meeting.
- Advise on two department retreats, including the objectives, schedule, materials, and related aspects of the retreats, and moderate both.
- Interview key individuals inside or outside of the Department on a confidential basis and advise on preparations for other interviews/focus groups that would be conducted by members of the planning committee.
- Provide counsel on preparing a SWOT analysis and an overview of analogue and aspirant departments/programs, as appropriate.
- The consulting firm will write the plan and produce supporting documents as needed, within the constraints of the approved contract for time and funding. Consulting with Department to establish an outline, initial draft and final draft.
- Moderate either a final meeting of the planning committee or a faculty/department meeting to discuss/review the penultimate draft of the strategic plan.

MINIMUM QUALIFICATIONS

This solicitation is open to consulting firms (Proposers) that meet the following minimum criteria:

1. Provide evidence of previous strategic planning experience with, and familiarity with, mission-driven organizations; non-profits or government agencies; higher education units of similar size and or complexity.
2. Provide at least three (3) non-Proposer owned customer references for which the Proposer has provided similar services.

CONTENT OF PROPOSAL

Proposals should include details regarding the following:

- A. Project Approach/Methodology
- B. Project Schedule
- C. Project Deliverables
- D. Cost

SUMMARY OF SELECTION CRITERIA

Proposals will be evaluated by the University of Washington based on their responsiveness to the information requested in this RFP. Selection will be based upon the overall merit and best value to the University, in its sole judgment, taking into consideration the following:

- Qualifications
 - Vendor has the qualifications necessary to successfully complete the scope of work
 - Assigned personnel experience
 - Prior experience with similar organizations and projects as demonstrated by workplans and final products from similar previous projects
- Scope of Proposal
 - The proposal demonstrates an understanding of the project objectives and desired results
 - The proposal illustrates an approach to scope of work that will likely lead to the successful development of an actionable strategic plan
 - The proposal includes an appropriate process to engage committee members and stakeholders
- Work Plan
 - The proposal details project activities and milestones or deliverables associated with each stage of the scope of work
 - The work can be completed within a reasonable project timeline
- Budget
 - The proposal includes a detailed budget including hourly rates for assigned personnel

TIMETABLE

Activity	Due Date	Due Time
RFP Released	July 8, 2021	
RFP Due date for Questions	July 14, 2021	3pm PST
RFP Addendum posted <i>approx..</i>	July 16, 2021	

Proposals Due	July 29, 2021	4pm PST
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PROPOSAL SUBMISSION

By End of Business Day 5pm PST: July 29, 2021 4pm

Contractor may send proposal electronically via email to the RFP Coordinator and name the proposal with the title "*Strategic Planning Civil and Environmental Engineering + Company Name*" either in Word or PDF format. Proposals received after the due date may not be accepted.

RFP COORDINATOR

The RFP Coordinator is the sole point of contact in the University for this Procurement. All communication, including proposal submission, between the Contractor and the University upon release of this RFP shall be with the RFP Coordinator, in writing, as follows:

Dawn Lake, Senior Contracts Manager

Procurement Services

dawnlake@uw.edu

General Terms and Conditions

SIGNATURE

Each proposal must be signed by the Contractor with the usual signature and dated. The name and title shall be typed or printed below each signature.

- A. Proposals submitted by a proprietorship must be signed by the Owner.
- B. Proposals submitted by a partnership must be signed with the partnership name by one of the partners, followed by the signature and designation of the partner signing.
- C. Proposals by a corporation must be signed with the legal name of the corporation, followed by the name of an authorized officer.

COST OF PROPOSALS

Costs incurred in preparing and presenting the proposals or incurred in any other manner by the Contractor in responding to this solicitation are not reimbursable and may not be charged to the University.

WITHDRAWAL OR MODIFICATIONS OF PROPOSALS

Any Contractor may withdraw their proposal upon written request at any time *prior* to the scheduled due date for submission of proposals.

PUBLIC DISCLOSURE

The University is subject to RCW 42.56 (Public Records Act). All Contractor Responses and any subsequent Contract will be "public records" as defined in RCW 42.56.010

The Contractor must clearly specify any specific information that it claims is confidential or proprietary. Marking of the entire Response or entire sections as proprietary will not be honored. The University may not accept Responses where pricing is marked as proprietary.

All Responses received will remain confidential until the Contract, if any, resulting from this RFQQ is signed by the University and the Apparent Successful Contractor; thereafter, the Responses will be deemed public records.

To the extent consistent with RCW 42.56, the University will maintain the confidentiality of all information marked confidential or proprietary. If a request is made to view the Contractor's information, the University will notify the Contractor of the request and the date that such records will be released unless the Contractor obtains a court order enjoining that disclosure. The Contractor will have five (5) business days from receipt of notice to obtain the court order. If the Contractor fails to obtain the court order enjoining disclosure, the University will release the requested information on the date specified.

ACCEPTANCE PERIOD

Contractor's proposal must provide 120 business days for acceptance by University from the due date for receipt of Proposals.

RESPONSIVENESS

All Proposals will be reviewed by the RFQ Coordinator to determine compliance with administrative requirements and instructions specified in this RFQ. The Contractor is specifically notified that failure to comply with any part of the RFQQ may result in rejection of the Proposal as non-responsive.

NO OBLIGATION TO CONTRACT

This solicitation does not obligate the University of Washington to contract for the solicited services specified herein.

CONTRACT IN BEST INTEREST

The University reserves the right to accept or reject proposals on each item separately or as a whole, to reject any or all proposals without penalty, to waive informalities or irregularities, and to contract in the best interests of the University.

PUBLICITY

Advertising, including use of the University marks and logos, press releases, or any other general public announcement by a Contractor, stating the availability of its products or services to University employees is strictly prohibited unless the Contractor has obtained prior written authorization from the UW Procurement Services Department.

NON-ENDORSEMENT

The successful Contractor agrees to make no reference to the University in any literature, promotional material, brochures, sales presentation, or the like without express written consent of the University.

FUNDING

Any contract awarded as a result of this procurement is contingent upon the continued availability of state or federal agency funding.

IN-STATE RECIPROCITY

The Department of Enterprise Services has established a schedule of states (Schedule) which grant a preference to their own in-state businesses for goods and services. Detailed information regarding the various States' reciprocity policies is contained in the following URL. Bids submitted by Consultants with addresses in any of the states as described in the Schedules shall be evaluated in accordance with the instructions stated in the Schedule.

<http://www.des.wa.gov/services/ContractingPurchasing/Pages/ReciprocalPreference.aspx>

GRATUITIES

In accordance with RCW 42-52-150 and 160, Ethics in Public Service, no gifts, gratuities, or any item of economic value may be accepted by University Employees. Contractors agree to offer no such items to any University employee.

INQUIRIES

All questions must be submitted in writing, (email preferred) citing the particular RFP section and paragraph number. Depending upon the nature of the inquiry and the response, copies of the question and response may be distributed to all other potential vendors. The closing date for asking of questions is given in Paragraph 1.4. The University may exercise its option not to reply to Vendor inquiries; therefore, Vendors should be prepared to submit a proposal based on the information included in the RFP.

COMPLAINTS

- A. Contractors may submit a complaint to the RFP Coordinator based on any of the following:
- The solicitation unnecessarily restricts competition;
 - The solicitation evaluation or scoring process is unfair or flawed; or
 - The solicitation requirements are inadequate or insufficient to prepare a response.

B. Contractors may submit complaints up to 5 business days prior to the proposal due date.

Complaints must meet the following requirements:

- Must be in writing.
- Must be sent to the procurement coordinator, or designee.
- Should clearly articulate the basis for the complaint.
- Should include a proposed remedy.

The RFP coordinator or designee will respond to complaints in writing; the response to complaints including any changes to the solicitation will be posted as an amendment. The complaint may not be raised again during the protest period. The complaint process does not include an appeal process.

INTERPRETATION OF THE RFP

Should any discrepancies be found in or omissions from the specifications, or doubt as to their meaning, the Contractor shall at once notify the Coordinator, in writing. The Coordinator will send written instructions or addenda as required to all interested parties. All addenda issued shall be incorporated into the contract. The Purchaser shall not be responsible for or bound by oral interpretations. Only questions answered by written addenda are binding. Questions received less than five (5) working days before the proposed due date for submission of proposals cannot be answered.

REVISIONS TO THE RFP

The University reserves the right to change the acquisition schedule or cancel the RFP at any time. The University reserves the right to make corrections or amendments due to errors identified in the RFP by the University or a Contractor. Any changes will be dated and attached to, and made a part of, the RFP. All changes must be coordinated in writing with, authorized by, and made by the RFP Coordinator.

UNIVERSITY OF WASHINGTON GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS** – As used throughout this Contract, the following terms shall have the meaning set forth below:
 - a. “Contract” means purchase order and/or the entire written agreement between the UW and the Contractor, including any exhibits, Riders, and other materials incorporated by reference.
 - b. "The Contractor" means that firm, provider, organization, individual or other entity providing goods and/or performing service(s) under this Contract.
 - c. “Contractor Group” means, collectively, the Contractor and all Subcontractors.
 - d. “Debarment” means an action taken by a federal official to exclude a person or business entity from participating in transaction involving certain federal funds.
 - e. “Improper Influence” means any influence that induces or intends to induce a UW employee or officer to give special consideration or award a Contract on any basis other than the merits of the matter.
 - f. “Materials” means all information in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and sound reproductions.
 - g. “Ownership” includes the right to copyright, patent, and register, and the ability to transfer, these rights.
 - h. “RCW” means the Revised Code of Washington. All reference in this Contract to RCW chapters or sections shall include any successor, or replacement statute.
 - i. “Regulation” means any federal, state, local, or UW regulation, law, rule, or ordinance.
 - j. “Rider” means additional terms and conditions, other than General Terms and Conditions that address a specific UW requirement based on the scope and nature of Work.
 - k. “Subcontract” means any separate agreement or contract between the Contractor and an individual or entity (“Subcontractor”) to perform all or portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
 - l. "Subcontractor" means one not in the employment of the Contractor, and/or entity that owns or controls, is owned or controlled by, or is under common ownership or control of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor, and/or any person or entity appointed by or on behalf of the Contractor to carry out any portion of the Work. The terms "Subcontractor" and "Subcontractors" means Subcontractor(s) in any tier. Control for the context of this paragraph, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting security, by contract, or otherwise.
 - m. "UW" means the University of Washington, any division, section, office, unit, or other entity of the University of Washington, or any of the officers or other officials lawfully representing the University of Washington.
 - n. “Work” refers to all services, work, and activities involved in providing the materials, work product deliverables, or other obligations that are the subject of the Contract.
2. **ACCESSIBILITY** - Contractor represents that it is committed to promoting and improving accessibility of all its products as specified in the University of Washington IT Accessibility Guidelines (<https://uw.edu/accessibility/guidelines>) and will remain committed throughout the term of this Contract. If the Products and Services are not in conformance with all applicable federal and state disability laws, policies, and regulations as of the Effective Date, Contractor shall use reasonable efforts to update the Products and Services so as to be in conformance therewith. In the event any issues arise regarding Contractor’s compliance with applicable federal or state disability laws,

policies and regulations, University may send communications to Contractor as specified who will assign a person with accessibility expertise to reply to University within two (2) business days.

3. **ADVANCE PAYMENTS PROHIBITED** – No payments in advance of or in anticipation of goods or services to be provided under this Contract shall be made by the UW except as authorized by law.
4. **AMENDMENTS** –
 - a. This Contract may be amended by mutual agreement of the parties. No material alterations in any of the terms, conditions, delivery, price, quality, quantity, or specifications shall be effective unless the alteration is expressly acknowledged and accepted in writing by the UW.
 - b. Automatic extensions and renewals are not authorized unless stated in writing and included in Contract issued by the UW.
5. **ANTITRUST ASSIGNMENTS** – The Contractor hereby assigns to the UW any and all claims for price fixing or overcharges relating to goods, products, services and/or materials purchased under this Contract, except as to overcharges that result from antitrust violations commencing after the price is established under this Contract and that are not passed on to the UW under an escalation clause.
6. **ASSIGNMENT** – The work to be provided under this Contract, and any claim arising thereunder, is not assignable or delegable by the Contractor without prior written consent by the UW. Provision of monies due under this Contract shall only be assignable with prior written permission of the UW.
7. **ATTORNEYS' FEES** – In the event of litigation or other action brought to enforce contract terms, each party shall bear its own attorney's fees and costs.
8. **BREACH, DEFAULT, TERMINATION**
 - a. Breach: A breach of a term or condition of this Contract shall mean any one or more of the following events:
 - i. The Contractor fails to perform the services by the date required or by a later date as may be agreed to in a written amendment to this Contract signed by the UW;
 - ii. The Contractor breaches any warranty or fails to perform or comply with any term or agreement in this Contract;
 - iii. The Contractor makes any general assignment for the benefit of creditors;
 - iv. In the UW 's sole opinion, the Contractor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder;
 - v. The Contractor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors;
 - vi. Any receiver, trustee, or similar official is appointed for the Contractor or any of the Contractor's property;
 - vii. The Contractor is determined to be in violation of any regulations and that such determination, in the UW's sole opinion, renders the Contractor unable to perform any aspect of this Contract.
 - b. Default: The Contractor may be declared in default for a material breach of any term or condition.
 - c. Termination for Convenience: The UW may terminate this Contract, in whole or in part, at any time and for any reason by giving thirty (30) calendar days written notice to the Contractor. Termination charges shall not apply unless they are mutually agreed by both parties. Where termination charges are applicable, both parties agree to negotiate in good faith and to limit the extent of negotiations to valid documented expenses incurred by the Contractor prior to date of termination. Should the parties not agree to a satisfactory settlement, the matter shall be handled in accordance with Section 17 ("Dispute Resolution").
 - d. Termination for Breach and/or Default: Except in the case of delay or failure resulting from circumstances beyond the control and without the fault or negligence of the Contractor or the Contractor's suppliers or subcontractors, the UW shall be entitled, by written or oral notice, to cancel and/or terminate this Contract in its entirety or in part for breach and/or for default of any of the terms herein and to have all other rights against the

Contractor by reason of the Contractor's breach as provided by law.

- e. Termination Due to Change in Funding: If the funds the UW relied upon to establish this Contract are withdrawn, reduced or limited, or if additional or modified conditions are placed on funding by the entity funding the UW, the UW may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice.
- f. Termination by Mutual Agreement: The UW or the Contractor may terminate this Contract in whole or in part, at any time, by mutual agreement.

- 9. COMPLIANCE WITH APPLICABLE LAW** – At all times during the term of this Contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to, nondiscrimination laws and regulations. To the extent that Contractor will provide performance to any UW Medicine entity, Contractor agrees to comply with all UW Medicine Compliance policies and the UW Medical Center Corporate Compliance Plan. Any violation of this section shall be considered a material breach of this Contract. Contractor agrees to indemnify and hold the UW harmless from any and all damages or claims caused by Contractor's failure to comply with law.
- 10. COMPLIANCE WITH FEDERAL CIVIL RIGHTS LAW**—The Contractor and Subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
- 11. CONFIDENTIALITY** – The Contractor may use information gained by reason of this Contract only for the purpose of this Contract. The Contractor shall not disclose, transfer, or sell any such information to any party, except as provided by law. The Contractor shall maintain the confidentiality of all confidential information gained by reason of this Contract and shall return or certify the destruction of such information if requested in writing by the UW.
- 12. CONFLICT OF INTEREST** – Notwithstanding any determination by the Executive Ethics Board or other tribunal, the UW may, in its sole discretion, by written notice to the Contractor terminate this Contract if it is found after due notice and examination by the UW that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW, or any similar statute involving the Contractor in the procurement of this Contract, or the provision of goods or services under this Contract. If this Contract is terminated as provided herein, the UW shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of this Contract by the Contractor. The rights and remedies of the UW provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.
- 13. COPYRIGHT AND INTELLECTUAL PROPERTY PROVISIONS** – Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the UW. The UW shall be considered the author of such Materials. If the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the UW effective from the moment of creation of such Materials. For Materials that are delivered under this Contract, but that incorporate pre-existing materials not produced under this Contract, the Contractor grants to the UW a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights, and rights of publicity, necessary to grant such a license to the UW. The UW shall receive prompt written notice of each notice or claim of copyright infringement received by the Contractor with respect to any Materials delivered under this Contract. The UW shall have the right to modify or remove any restrictive

markings placed upon the Materials by the Contractor.

- 14. COVENANT AGAINST CONTINGENT FEES** – The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents, as defined in the FAR Subpart 3.4, maintained by the Contractor for the purpose of securing business. The UW shall have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage, or contingent fee.
- 15. DELIVERY**– Delivery shall be accomplished by the date and time in the applicable purchase order or contract document. Noncompliance may be construed as grounds for termination for cause for failure to deliver on time.
- 16. DISPUTE RESOLUTION** – If a dispute arises out of or relates to this Contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolutions procedure.
- 17. FEDERAL EXCLUSION AND DEBARMENT** – The Contractor, by accepting the terms of this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions. The Contractor shall include the above-mentioned requirement in any and all Subcontracts in which it enters. In the event that the Contractor becomes debarred, suspended or ineligible from participating in transactions, the Contractor shall notify the UW in writing within three (3) working days of an event. To the extent that the Contractor will provide performance to any UW Medicine entity, Contractor hereby represents and warrants that Contractor is not currently, and at no time has been sanctioned, debarred, suspended, or excluded by any federally funded healthcare program, including without limitation, Medicare, and Medicaid. Contractor hereby agrees to immediately notify UW of any threatened, proposed, or actual sanctions, debarment action, suspension, or exclusion by or from any federally funded health care program during the term of this Contract.
- 18. FORCE MAJEURE** – Neither the Contractor nor the UW shall be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of either the Contractor or the UW. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of a governmental body other than the UW acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delays must be beyond the reasonable control and without fault or negligence of the Contractor, the UW, or their respective Subcontractors.
- 19. GOVERNING LAW** – This Contract shall be interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for King County.
- 20. INDEMNIFICATION** – The Contractor shall indemnify, defend, and hold the UW, the Board of Regents of the UW, and their officers, employees, students, and agents harmless from and against all claims for damages, costs (including attorney’s fees), or liability, relating to the death or injury to any persons or the damage of any property resulting from or arising out of the acts or omissions of the Contractor or its employees, agents, or Subcontractors in connection with this Contract. The Contractor expressly agrees to indemnify, defend, and hold harmless the UW for any claim arising out of or incident to the Contractor’s or any Subcontractor’s performance or failure to perform this Contract. The Contractor shall be required to indemnify, defend, and hold harmless the UW only to the extent claim is caused in whole or in part by negligent acts or omissions of the Contractor. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify the

UW, the Board of Regents of the UW, and their officers, employees, students, and agents as provided herein.

21. INDEPENDENT CONTRACTOR – The parties intend that an independent contractor relationship is created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the UW. The Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of the UW or of the State of Washington by reason hereof, or act as attorney in fact, nor will the Contractor make any claim of right, privilege or benefit that would accrue to such employee. Conduct and control of the work will be solely with the Contractor.

22. INFRINGEMENTS – The Contractor agrees to defend, indemnify, and hold harmless the UW against all claims for patent, copyright, or franchising infringements arising from the purchase, installation, or use of material ordered under this Contract, and to assume all expense and damage arising from such claims.

23. INSURANCE—If the Contractor’s performance under this Contract will involve Work falling into any of the categories enumerated within this section, Contractor shall maintain, during the performance of this Contract, all relevant types of insurance in amounts equal to or exceeding those listed below. Upon request, Contractor shall, prior to the commencement of Work under this Contract, provide the UW Procurement Services Department, at 4300 Roosevelt Way NE, Seattle, WA 98105-4718, or other University unit identified in Contract, with a certificate of insurance evidencing proof of insurance coverage, and shall name the Board of Regents of the UW as an additional insured. All insurance policies shall contain an appropriate severability of interest’s clause. UW reserves the right to require additional types of insurance, and/or higher insurance limits, as circumstances require. Contractor shall provide appropriate proof of insurance under this section upon request, regardless of type or amount. Upon request, Contractor shall submit to UW within fifteen (15) days of the Contract effective date, a certificate of insurance that outlines the coverage and limits defined in this section. Contractor shall submit renewal certificates as appropriate during the term of the Contract. Contractor shall maintain insurance of at least the following types and amounts:

a. Commercial General Liability Insurance.

For service contracts in which Contractor will perform a significant portion of the Work under this Contract on the UW Campus, within UW facilities, in contact with UW employees or students, or upon request, Contractor shall maintain Commercial General Liability Insurance, and provide proof of such upon request, in the following amounts:

- \$2,000,000 per occurrence
- \$3,000,000 aggregate
- \$100,000 damage to premises

b. Automobile Liability Insurance.

For Contracts including services delivered pursuant to this Contract involving the use of vehicles, either owned, unowned, or hired by the Contractor, Contractor shall maintain Automobile Liability Insurance, and provide proof of such, in the following amount:

- \$1,000,000 per occurrence; owned, unowned, and hired vehicles shall be covered;
- Contractor may provide Combined Single Limit for bodily injury and property damage.

24. LIENS, CLAIMS AND ENCUMBRANCES – The Contractor warrants and represents that all materials, equipment, or services delivered herein are free and clear of all liens, claims, or encumbrances of any kind.

25. LIMITATION OF LIABILITY – The UW shall not be liable to the Contractor or to any Subcontractor, regardless of the form of action, for any consequential, incidental, indirect, or special damages, or for any claim or demand based on a release of information, or patent, copyright, or other intellectual

property right infringement. This section does not modify any specific agreement regarding liquidated damages, or any other conditions expressly agreed elsewhere between the parties.

- 26. ORDER IDENTIFICATION** – All invoices, packing lists, packages, shipping notices, and other written documentation affecting any goods delivered under this Contract shall contain the applicable order number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this Contract indicating the contents therein. Invoices will not be processed for payment until all items invoiced are received. Shipments received without order numbers may be refused at the Contractor's expense.
- 27. ORDER OF PRECEDENCE** – In the event of any inconsistencies or conflicting terms and conditions in this Contract, such inconsistency or conflict shall be resolved by giving precedence in the following order: any negotiated Contract between the UW and Contractor; federal flow down terms and conditions (if applicable); federal, state, or local laws or regulations. The Contractor's terms proposed are rejected unless otherwise provided in writing by the UW Procurement Services Department.
- 28. MISCELLANEOUS FEES/CHARGES** - The UW reserves the right to short pay invoices that include unidentified or miscellaneous fees and charges not included in Contractor's quote, proposal, or contract with the UW. Miscellaneous fees/charges may include, but are not limited to tariffs, special handling or packaging, fuel surcharge, compliance charge, paper invoice fee, merchant bank fee, energy surcharge, additional time fee.
- 29. PAYMENT, PAYMENT METHOD, PROMPT PAYMENT DISCOUNT** – The UW shall not process invoices for payment, and the period of computation for prompt payment discount will not commence, until the UW receives a properly completed invoice or receives and accepts invoiced items, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the prompt payment discount period shall commence on the date final approval for payment is authorized. If the UW fails to make a timely payment, the Contractor may invoice for a minimum of \$1 or maximum of 1% per month on the amount overdue (RCW 39.76.011). Payment shall not be considered late if a check, warrant or electronic transmittal notice has been mailed or issued within the time specified, or, if no terms are specified, within thirty (30) days from date of receipt of a properly completed invoice or goods, whichever is later. The UW shall not honor drafts nor accept goods on a sight draft basis. The UW utilizes a Bank of America ePayables payment method for purchase order transactions. Contractor shall accept payment via this method. More information about the ePayables process can be found at <http://f2.washington.edu/fm/ps/epayables>. All invoices must be submitted in accordance with instructions provided with the order, whether verbal or written. Contractors enabled in Ariba and receiving orders via the Ariba network, must submit invoices via the Ariba network. Failure to comply with order and invoicing instructions may be considered a breach of Contract.
- 30. PROPRIETARY INFORMATION/PUBLIC RECORDS** – The Contractor must clearly identify any material such as, but not restricted to, valuable formulae, design, drawing, and research data claimed to be exempt from public records request, as allowable by law (RCW 42.56.270), along with a statement of the basis for such claim of exemption. Pricing and entire bid packages are not considered proprietary and are subject to public record requests. The UW will give notice to the Contractor of any request for disclosure of such information. Failure to so label such materials or to timely respond after notice of request for public disclosure has been given shall be deemed a waiver of any claim that such materials are, in fact, exempt.
- 31. PUBLICITY** – The Contractor shall not mention, imply, or utilize UW name and/or logo or other marks in any publicity matters, regardless of media format, without the prior written consent of the UW.
- 32. RECORD MAINTENANCE AND RIGHT OF INSPECTION** – The Contractor shall maintain, at no additional cost, all records, and other materials relevant to this Contract for a period of six (6) years, in accordance with Chapter 40.14 RCW following the date of termination or expiration of this Contract. At no additional cost, these records shall be subject at all reasonable time to inspection,

review or audit by the UW, personnel duly authorized by the UW, and any representatives of the Washington State Government, including the Office of the State Auditor, and/or the Federal Government, including but not limited to, the Comptroller General, or any authorized representative of the General Accounting Office (GAO), so authorized by statute, regulation, or this Contract. Contractor shall provide reasonable access to all such records, upon request, including, but not limited to, any access to Contractor's facilities necessary to examine these records during the period specified in this section. If any litigation, claim, or audit is initiated before the expiration of the six (6) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

- 33. REJECTION** – All goods or materials purchased herein are subject to approval by the UW. Any rejection of goods or materials resulting from nonconformity to the terms, conditions, or specifications of this Contract, whether held by the UW or returned, will be at the Contractor's risk and expense.
- 34. RIDERS TO UW GENERAL TERMS AND CONDITIONS** - UW reserves the right to supplement these General Terms and Conditions with additional Rider(s) that addresses certain risk area(s) or additional conditions associated with of the Work to be performed by the Contractor. A Rider may be required during Contract negotiation and formation, or, during the term of the Contract as an amendment. Based upon the type, nature, and purpose of the Work and this Contract, the Rider may address areas such as: civil rights, educational mission specific requirements, health-care specific, requirements, payment processing, privacy, special technical requirements, special insurance coverages, specific compliance requirements, etc.
- 35. RIGHTS AND REMEDIES** – Failure of the UW to insist upon the strict performance of any term or condition of this Contract or to exercise or delay any right or remedy provided in this Contract or by law, or the acceptance of (or payment for) materials, equipment, or services, shall not release the Contractor from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of the state to insist upon the strict performance of this Contract.
- 36. SEVERABILITY** – If any term or condition of this Contract is deeming invalid by any court, such invalidity shall not affect the validity of the other terms or conditions of this Contract.
- 37. SHIPPING INSTRUCTIONS** – Unless otherwise instructed, all goods are to be shipped prepaid, FOB Destination, as defined in RCW Title 62A. Where specific authorization is granted to ship goods FOB Shipping Point, the Contractor agrees to prepay all shipping charges, to route cheapest common carrier, and to bill the UW as a separate item on the invoice for the charges. The UW reserves the right to refuse COD shipments. Regardless of FOB point, the Contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein that occur prior to delivery, and such loss, injury, or destruction shall not release the Contractor from any obligation hereunder.
- 38. SUBCONTRACTING** – Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the Work contemplated under this Contract without obtaining prior written approval of the UW.
- 39. TAXES** – All payments accrued on account of property taxes, payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor. Where required by state statute or regulation, the Contractor shall pay for and maintain in current status all taxes that are necessary for Contract performance. Unless otherwise indicated, the UW agrees to pay State of Washington sales or use taxes on all applicable services and materials purchased. No charge by the Contractor shall be made for federal excise taxes and the UW agrees to furnish the Contractor with an exemption certificate where appropriate. The Contractor shall calculate and enter the appropriate Washington State and local sales tax on the invoice. Tax is to be computed on new items after deduction of any trade-in in accordance with WAC 458-20-247.
- 40. TERMINATION PROCEDURES** – After receipt of a notice of termination, and except as otherwise

directed by the UW, the Contractor shall:

- a. Stop work under this Contract on the date, and to the extent specified, in the notice;
- b. Place no further orders or Subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the Work under this Contract that is not terminated;
- c. Assign to the UW, in the manner, at the times, and to the extent directed by the UW, all of the rights, title, and interest of the Contractor under the orders and Subcontracts so terminated, in which case the UW has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and Subcontracts.
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and Subcontracts, with the approval or ratification of the UW to the extent the UW may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the UW and deliver in the manner, at the times, and to the extent directed by the UW any property which, if this Contract had been completed, would have been required to be furnished to the UW;
- f. Complete performance of such part of the Work as shall not have been terminated by the UW; and
- g. Take such action as may be necessary, or as the UW may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the UW has or may acquire an interest.

The UW shall pay to the Contractor the agreed upon price, if separately stated, for completed Work and services or goods accepted by the UW. The UW may withhold from any amounts due the Contractor a sum that the UW determines to be necessary to protect the UW against potential loss or liability. The rights and remedies of the UW provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

41. TREATMENT OF ASSETS

- a. Title to all property furnished by the UW shall remain in the UW. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in the UW upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in the UW upon (1) issuance for use of such property in the performance of this Contract, or (2) commencement of use of such property in the performance of this Contract, or (3) reimbursement of the cost thereof by the UW in whole or in part, whichever first occurs.
- b. Any property of the UW furnished to the Contractor shall, unless otherwise provided herein or approved by the UW be used only for the performance of this Contract.
- c. The Contractor shall be responsible for any loss or damage to property of the UW that results from the negligence of the Contractor or from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- d. If any UW property is lost, destroyed, or damaged, the Contractor shall immediately notify the UW and shall take all reasonable steps to protect the property from further damage.
- e. The Contractor shall surrender to the UW all property of the UW before settlement upon completion, termination, or cancellation of this Contract.

42. WARRANTY

- a. Product: The Contractor warrants all goods, products and services delivered under this order conform to specifications herein, shall be free from defects in material and workmanship, and shall be fit for the intended purpose. All goods, products and services found defective shall be replaced upon notification by the UW. All costs of replacement, including shipping charges, shall be borne by the Contractor.

- b. Price: The Contractor warrants that prices of materials, equipment, and services set forth herein do not exceed those charged by the Contractor to any other customer purchasing the same goods or services under similar conditions and in like or similar quantities.
- c. Financial Status: The Contractor warrants that at the time of the commencement of its performance under this Contract, it has not commenced bankruptcy proceedings and that there are no judgments, liens or encumbrances of any kind affecting title to any goods that are the subject of this Contract.

AGREED TO:

Company Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

CONFIDENTIALITY STATEMENT

The provider of services shall keep all work and services carried out hereunder for the University of Washington entirely confidential and not use publish or make known any information to any persons other than the personnel of the parties of the agreement. The confidentiality of such information will survive the conclusion of the provider's work and the termination of the agreement.

AGREED TO:

Signature: _____

Printed Name: _____

Date: _____

Complete and return with proposal



Minority and Women's Business Enterprise (MWBE) Response Form

This solicitation includes voluntary goals for MWBE participation. If the Vendor has been **certified** by the State of Washington Office of Minority and Women's Business Enterprises (OMWBE), please complete Part 1 below. If the Vendor is proposing to subcontract or joint venture with certified Minority Business Enterprises (MBE's) or Women's Business Enterprises (WBE's) please complete Part 2. If the Vendor proposes no MWBE participation in the bid, so indicate in Part 3.

1. **MWBE VENDOR:** Vendor is certified by the OMWBE as: (check as applicable)
MBE Both Minority **and** Woman Owned
WBE **Combination** 50% Minority / 50% Woman Owned

2. **MWBE SUBCONTRACT PARTICIPATION:** The voluntary goals for MWBE participation in this contract are established in the accompanying solicitation. Vendor proposes to include certified MWBE's in the contract as described below:

Certified MWBE Subcontract Participation

Name(s) of Participating MWBE: _____

Description of Participation: _____

Amount of Participation: \$_____ Contract% Participation: _____%

3. **NO MWBE PARTICIPATION PROPOSED:**
No certified MWBE participation is proposed by this vendor.

Signed: Vendor or authorized representative
Title:

Contact OMWBE at (360) 753-9693 or the University's MWBE Representative at (206) 543-5753 for details on certification.

For more description on State certification, see next page

Federal Small Business Certification Response

Please indicate (check) the appropriate selection:

Small Business Small Disadvantaged Business Small Woman Owned

Please include the four-digit Standard Industrial Classification (SIC) code, if known: _____

For more description on Federal certification, see next page

State of Washington Office of Minority and Women Owned Business Certification and Federal Qualification

GENERAL STATEMENT: In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW the State of Washington encourages participation in all of its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation/invitation or as a subcontractor to a Vendor/Proposer. However, unless required by federal statutes, regulations, grants, or contract terms referenced in the contract documents, no preference will be included in the evaluation of bids/proposals. No minimum level of MWBE participation shall be required as a condition for receiving an award and bids/proposals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.

RECORD KEEPING: The Contractor shall maintain, for at least three years after completion of this contract, relevant records, and information necessary to document the level of utilization of MWBEs and other businesses as subcontractors and suppliers in this contract as well as any efforts the contractor makes to increase the participation of MWBEs as listed below. The contractor shall also maintain, for at least three years after completion of this contract, a record of all quotes, bids, estimates, or proposals submitted to the Contractor by all businesses seeking to participate as subcontractors or suppliers in this contract. The State shall have the right to inspect and copy such records. If this contract involves federal funds, Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

AFFIRMATIVE EFFORTS TO INCREASE PARTICIPATION BY MWBE'S: Vendors/Proposers/Contractors are encouraged to:

1. Advertise opportunities for subcontractors or suppliers in a manner reasonably designed to provide MWBEs capable of performing the work with timely notice of such opportunities, and include a provision encouraging participation by MWBE bids/proposals directly from MWBEs.
2. Provide MWBEs that express interest with adequate and timely information about plans, specifications, and requirements of the Contract.
3. Break down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by MWBEs and other small businesses.
4. Establish delivery schedules, where the requirements of this contract permit, that encourage participation by MWBEs and other small businesses.
5. Reduce bonding requirements where practicable.
6. Utilize the services of available minority community organizations, minority contractors' groups, local minority assistance offices and organizations that aid in the recruitment and placement of MWBEs and other small businesses.
7. The actions described in this section should supplement efforts to provide information to all qualified firms, and nothing in this section is intended to prevent or discourage the Vendors/Proposers/Contractors from inviting proposals for participation from non-MWBE firms as well as MWBE firms.

NON-DISCRIMINATION: Contractors, Vendors and Proposers shall not create barriers to open and fair opportunities for all businesses including MWBEs to participate in all State contracts and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction, and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate on the basis of race, color, creed, religion, sex, age, nationality, marital status, or the presence of any mental or physical disability in an otherwise qualified disabled person.

FEDERAL Small, Small Disadvantaged or Small Woman Owned Business Certification accordance with Public Law 95-507, Federal Contracts that contain Federal Acquisition Regulations (FAR) clause 52.219-8 (Utilization of Small Business Concerns and Small Disadvantaged Business Concerns) impose requirements regarding subcontracting with small businesses and small business subcontracting plans. Refer to FAR 19.001 for guideline definitions. With regards to certification, the Small Business Administration (SBA) classifies small businesses on an industry-by-industry basis, utilizing a Standard Industrial Classification (SIC) code as described in the Code of Federal Regulations (CFR) Title 13, Part 121. The offeror certifies that the information is true and understands that whoever, for the purpose of securing a contract or subcontract is accountable under Public Law 99-661 and the CFR Title 13, Part 124 & 125. If a firm misrepresents the status of any concern or person as a small business owned and controlled by a minority or woman owned business, they shall (1) be punished by imposition of a fine, imprisonment, or both; (2) be subject to administrative remedies including suspension and disbarment; and (3) be ineligible for participation in programs conducted under the authority of the Small Business Act. If you need assistance in determining whether your business is considered to be small, contact the Seattle branch of the U.S. Small Business Administration at (206) 553-7310, or the University's Representative at (206) 543-5753.