



REQUEST FOR QUALIFICATIONS AND QUOTES No. PG0314-FAC

TITLE: FACILITATION AND PROJECT MANAGEMENT SERVICES

ISSUED ON APRIL 28, 2022

RESPONSES DUE BY MAY 13, 2022 AT 4:00PM PDST

PURPOSE

Washington State University (WSU, University) issues this Request for Qualifications and Quotes (RFQQ) seeking statements of qualifications and quotes from firms (Respondents, Consultants, Contractors) capable of assisting the William D. Ruckelshaus Center (the Center) with facilitation services, project design and management, and project support services. This procurement is open to Respondents that meet the minimum qualifications on page 4. The Center intends to build a roster of up to five consultants. One of the firms selected must have expertise and focus on emergency management, crisis decision-making, and community resilience. If awarded, the agreements will be in place until June 30, 2025. Project work may begin as early as July 1, 2022.

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LIST OF EXHIBITS ATTACHED

- Exhibit A Certificate of Assurances (TO BE SUBMITTED WITH RESPONSE)
- Exhibit B Contractor Information Sheet (TO BE SUBMITTED WITH RESPONSE)
- Exhibit C WSU Model Contract with Terms and Conditions

COORDINATOR FOR THE RFQQ

RFQQ COORDINATOR	Patty Gropp, C.P.M., Associate Director, Purchasing Services
CONTACT INFORMATION	gropp@wsu.edu

Consultants are to rely on written statements issued by the RFQQ Coordinator. Any other communication will be considered unofficial and non-binding on the University. Communication directed to parties other than the RFQQ Coordinator may result in disqualification of the Consultant.

ADDENDA TO THE RFQQ

In the event it becomes necessary to revise any part of this RFQQ, addenda will be published on the Washington Electronic Business Solutions (WEBS) website at: <https://fortress.wa.gov/ga/webscust/>. For this purpose, the published questions and answers and any other pertinent information shall be provided as an addendum to the RFQQ and will be placed on this website. For further information on registering with the WEBS go to: <http://des.wa.gov/services/contracting-purchasing/doing-business-state/webs-registration-search-tips>.

QUESTIONS

The RFQQ schedule of events will provide a question and answer period. Firms interested in submitting responses may send questions via email to the RFQQ Coordinator with RFQQ PG0314-FAC in the subject line by established due date for questions. Questions will be answered in an RFQQ Addendum posted to the Washington State Electronic Business Solutions site (WEBS) and posted at <https://purchasing.wsu.edu/public-notice/>.

SCHEDULE OF RFQQ EVENTS

EVENT	DATE AND TIME
Request for Qualifications and Quotes issued	April 28, 2022
Questions due to RFQQ Coordinator via email to gropp@wsu.edu	May 5, 2022
Addendum with answers to questions posted.	May 9, 2022
Responses due via email to purchasing.sealed@wsu.edu	May 13, 2022 by 4:00pm PDST
Evaluation of Responses: During this period, finalists may be invited to virtual interviews or to make presentation to the RFQQ evaluation team.	May-June 2022
Announcement of Apparent Successful Respondents	June 2022
Contract execution	June 2022

Washington State University reserves the right to revise the above schedule. Evaluation of responses, interviews or presentations if requested, announcement of “Apparent Successful Consultant”, notifications to unsuccessful proposers, debriefings, and contract negotiations will all be subject to change and to the availability of the evaluation team. The University also reserves the right to cancel or to reissue the RFQQ in whole or in part, prior to execution of a contract.

REQUIREMENTS FOR RFQQ RESPONSE

A. Format of response: Bidder’s response shall be presented in a single pdf file conforming to these standards:

- Page limit is 20 pages, including the required WSU response forms named Exhibit A and Exhibit B to this RFQQ. When printed, the page size shall be 8.5 x 11”.
- File name must include WSU RFQQ number and respondent’s company name.
Example: RFQQ PG0314-FAC Maxwell LLC.pdf

B. Email address of the RFQQ Coordinator:

- Email RFQQ responses only to the address purchasing.sealed@wsu.edu. Direct all other communication with the RFQQ Coordinator to gropp@wsu.edu.
- The email subject line must include RFQQ number and respondent’s company name
Example: PG0314-FAC Maxwell LLC

Incomplete response may be disqualified from further consideration.

C. Due date: The Consultant’s emailed response must be received by the designated email address by 4:00pm PST in Pullman, Washington at the physical location specified above. The Consultant assumes the risk for method of delivery and on-time arrival. Washington State University assumes no responsibility for delays caused by any means. Late responses will be disqualified from further consideration.



- D. Responsiveness:** all responses will be reviewed by the RFQQ Coordinator to determine compliance with administrative requirements and instructions specified in this RFQQ. Failure to meet minimum qualifications, or failure to comply with any part of the RFQQ instructions, may result in rejection of the response as non-responsive.

THE WILLIAM D. RUCKELSHAUS CENTER OVERVIEW

The William D. Ruckelshaus Center is a joint effort of Washington State University and the University of Washington. The Center is hosted at the University of Washington by the Daniel. J. Evans School of Public Policy and Governance and at Washington State University by WSU Extension (which also provides its administration). The Center's mission is to act as an impartial resource for collaborative problem solving in the State of Washington and Pacific Northwest. The Center is guided by an advisory board of prominent local, state, and regional leaders representing a broad range of constituencies and geographic locations.

The Center's collaborative policy projects involve work with a wide range of public, private, tribal, and NGO entities. Projects cover the gamut of issues: health policy, criminal justice, natural resources, climate, education, housing insecurity, community resilience, Covid-19, and other policy challenges. An important aspect of the work is to continually learn and strive for diversity, equity, and inclusion in our projects and our organizational culture. The selected Consultants will collaborate as independent contractors with project leads, faculty, and staff from the Center.

Consultants might be engaged to assist the Center with activities such as:

1. Facilitating of working groups and other stakeholder and tribal engagement groups.
2. Reviewing lessons learned from Emergency Management Systems in Washington a comprehensive, cross-jurisdictional exploration of lessons from the pandemic about the dynamic between traditional emergency management decision-making systems and other ways decision-making was structured for responses to the pandemic in Washington.
3. Utilizing lessons learned from the educational impacts of the pandemic and determine which K-12 students fell behind, what their needs are, and develop coordinated and comprehensive strategies for how best to address the disparities over time.
4. Evaluating paths to credentials for apprentices, including assist in the development of recommendations on the requirements and benefits of expanding the multi-occupational trades degree, and exploration of other credentials that will support transfer to baccalaureate degrees or other advanced credentials for apprentices.

OBJECTIVE OF THIS SOLICITATION

The objective of this RFQQ is to develop a roster of Consultants for the Center. The roster will be formed by selecting up to five Respondents to the RFQQ for master agreements. The Consultants on the roster will be considered for assignments over a three year period to assist the Center with policy projects.

The Contracts will be considered master agreements to which various Scopes of Services are added over the term of the Contract, by either Contract Addendum or WSU Purchase Order. Award of a master agreement Contract does not guarantee work will be contracted.

SCOPE OF SERVICES

The Consultant will be expected to work as an independent contractor in collaboration with faculty and staff of the Center. The scope of services required may include:

1. Facilitating or being a co-facilitator for a collaborative policy project; assisting with the development of a project scope and process design and involvement in analysis and synthesis of information as well as writing, reviewing, and producing reports and project documentation.
2. Project implementation; doing applied research and/or conducting assessments and interviews.
3. Project management support; assisting with project logistics and scheduling, taking meetings notes, and writing meeting summaries.



PERIOD OF PERFORMANCE

Awarded contracts will be for an initial three year term commencing July 1, 2022, with option for extensions from July 1, 2025 to June 30, 2027.

PROJECT BUDGET

Each policy project of the Center has an established budget. Respondents will provide hourly rates for the initial three year contract term. The Center will negotiate actual fees per project with the Contractor it judges to be most suitable for the project. If the selected Contractor and the Center cannot agree on a fee, the Center may cancel the negotiations and begin negotiations with another Contractor on the roster.

QUALIFICATIONS OF THE CONSULTANT

Minimum Qualifications:

1. Registered to do business in the State of Washington.
2. Minimum of 5 years experience providing services relevant or related to the Scope of Services described in this RFQQ.
3. Relevant experience in public policy issues in the state of Washington.
4. Willingness to commit that qualified personnel will be available for timely execution of the projects accepted.
5. Willingness to commit personnel to the life of each project assigned. Necessary personal change will require written notice and prior consent of the Center.
6. Experience with conflict resolution, facilitation of collaborative processes, and project management.
or
7. Experience with facilitation, emergency preparedness and management, and crisis decision-making.

REQUIREMENTS FOR CONTENT OF THE STATEMENT OF QUALIFICATIONS AND QUOTES (SOQQ)

Responses shall include completed WSU forms A and B, and be presented in 6 sections as prescribed below. The importance of completing the submittal with concise, pertinent, and descriptive responses is emphasized. Incomplete responses may be disqualified from further consideration.

SECTION NO.	SECTION TITLE	SECTION DESCRIPTION
SECTION 1	INTRODUCTION	Cover letter of introduction clearly identifying the name of the consulting firm and conveying an understanding of the Scope of Services required by the RFQQ. The letter must describe how the consulting firm meets the minimum qualifications stated in the RFQQ. The letter may also include supplemental information regarding particular interest in providing the required services.
SECTION 2	EXPERIENCE AND PROJECT APPROACH	Material in this section need not be elaborate or extensive but should depict scope and quality of the consulting firm’s work and the type of services the firm can provide. Provide a brief history of the consulting firm. Detail the firm’s experience and qualifications to meet the requirements of the RFQQ. Demonstrate ability to meet project commitments. Describe experience with collaboration and communication.
SECTION 3	STAFF RESOURCES	The Center is most interested in specific information regarding the proposed team members and their specific relevant experience. List principals and key personnel that will be assigned to support the Center with the services required.



SECTION 4	CLIENT LIST AND REFERENCES	Provide a list of clients served 2019 – 2021, which required services similar to those described in this RFQQ. Include at least two client references with contact information.
SECTION 5	COST	Provide a table of hourly rates. Billing terms must not require any payment in advance for services.
SECTION 6	WSU FORMS	Exhibit A Certification and Assurances and Exhibit B Contractor Information

EVALUATION OF SUBMITTED STATEMENT OF QUALIFICATIONS AND QUOTES

- A. In order to be evaluated, Respondents must meet all minimum qualifications set forth on page 4 of the RFQQ.
- B. The SOQQ of each qualified Respondent will be evaluated and scored by criteria in chart below.
- C. Additionally, after the initial evaluation of responses, any number of top-scoring firms may be asked to participate in Zoom interview with the evaluation team. Please see the Schedule of RFQQ Events above that outlines the anticipated dates and times for the RFQQ process.

EVALUATION CRITERIA	POINTS ASSIGNED
1. Cover letter content	10
2. Experience	50
3. Staff resources	30
4. Client list and references	pass/fail
5. Hourly rate table	10
6. Invited interview (at the discretion of evaluation team)	50
TOTAL POSSIBLE POINTS	150

GENERAL TERMS AND CONDITIONS

In submitting a bid in response to this RFQQ, the Consultant agrees to accept the terms set forth in this RFQQ.

A. RESPONSIVENESS:

All responses will be reviewed by the RFQQ Coordinator to determine compliance with administrative requirements and instructions specified in this RFQQ. The Contractor is specifically notified that failure to comply with any part of the RFQQ may result in rejection of the response as non-responsive. WSU also reserves the right at its sole discretion to waive minor administrative irregularities.

B. COSTS TO RESPOND:

Washington State University will not be liable for any costs incurred by the Contractor in preparation of a response submitted in response to this RFQQ, in conduct of a presentation, or any other activities related to responding.

C. MOST FAVORABLE TERMS

Washington State University reserves the right to make an award without further discussion of the response submitted. Therefore, the response should be submitted initially on the most favorable terms which the Contractor can propose. The University reserves the right to utilize a best and final offer procedure if it is determined to be in the University’s best interest, however, Contractors should respond with their most favorable pricing and terms. Washington State University also reserves the right to contact a Contractor for clarification of its response.



The Apparent Successful Consultant should be prepared to accept this RFQQ for incorporation into a contract resulting from this RFQQ. Contract negotiations may incorporate some or all of the Contractor's response. It is understood that the response will become a part of the official procurement file on this matter without obligation to Washington State University.

D. REJECTION OF QUALIFICATIONS

University reserves the right, at its sole discretion, to reject any and all responses received without penalty, and not to award any contracts as a result of this RFQQ.

E. NO OBLIGATION TO CONTRACT:

This RFQQ does not obligate the state of Washington or Washington State University to contract for services specified herein.

F. FUNDING CONTINGENCY:

Any contract awarded as a result of this solicitation is contingent upon the availability of funding.

G. CONTRACT TEMPLATE WITH TERMS AND CONDITIONS:

The Apparent Successful Consultant will be expected to enter into a contract which is substantially the same as the sample contract and its general terms and conditions in the attached labeled as Exhibit B. In no event is a Contractor to submit its own standard contract terms and conditions in response to this solicitation. The Contractor may submit exceptions as allowed in the Certifications and Assurances form, Exhibit A to this solicitation. All exceptions to the contract terms and conditions must be submitted as an attachment to Exhibit A, Certifications and Assurances form. Washington State University will review requested exceptions and accept or reject the same at its sole discretion.

H. COMMITMENT OF FUNDS:

The President of Washington State University or his delegates are the only individuals who may legally commit Washington State University to the expenditures of funds for a contract resulting from this RFQQ. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

I. ELECTRONIC PAYMENT

The University prefers to utilize electronic payment in its transactions. The successful contractor will be provided a form to complete with the contract to authorize such payment method.

J. INSURANCE COVERAGE

The Contractor is to furnish the Agency with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Contractor shall, at its own expense, obtain and keep in force insurance coverage which shall be maintained in full force and effect during the term of the contract. The Contractor shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to the Agency within fifteen (15) days of the contract effective date.

1. Liability Insurance

- a. Commercial General Liability Insurance: Contractor shall maintain commercial general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance shall be written on ISO occurrence from CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition.
- b. Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

2. Business Auto Policy:

- a. As applicable, the Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.



3. Employers Liability (“Stop Gap”) Insurance

- a. In addition, the Contractor shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

4. Additional Provisions for the above insurance policy

- a. Additional Insured. The state of Washington, [agency name], its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the state.
- b. Cancellation. State of Washington, Washington State University, shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer shall give the state 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the state shall be given 10 days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The state shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the state shall be given 10 days advance notice of cancellation.
- c. Identification. Policy must reference the state’s contract number and the agency name.
- d. Insurance Carrier Rating. All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best’s Reports. Any exception shall be reviewed and approved by [Agency Name] Risk Manager, or the Risk Manager for the state of Washington, before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC
- e. Excess Coverage. By requiring insurance herein, the state does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor’s liability under the indemnities and reimbursements granted to the state in this contract.
- f. Workers’ Compensation Coverage
- g. The Contractor will at all times comply with all applicable workers’ compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The state will not be held responsive in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

K. CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES:

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. Proposers should familiarize themselves with the requirements prior to submitting a response that includes current or former state employees.

L. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION:

In accordance with chapter 39.19 RCW, the state of Washington encourages participation in all of its contracts by 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 or on a subcontractor basis. However, no preference will be included in the evaluation of responses, no minimum level of MWBE participation shall be required as a condition for receiving an award and responses will not be rejected or considered non-responsive on that basis. For information on certified firms, consultants may contact the OMWBE at 360-753-9693 or visit <https://omwbe.diversitycompliance.com/> or <https://omwbe.wa.gov/?refPageViewId=62433d9180498d0f>

M. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE:

Responses submitted in response to this competitive procurement shall become the property of Washington State University. All responses received shall remain confidential until the contract, if any, resulting from this RFQQ is signed by the Director of Purchasing Services, or his Designee, and the Apparent Successful Consultant; thereafter, the responses shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW). Any information in the response that the Contractor desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of your document, must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Contractor is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words “Proprietary Information” printed on the lower right hand corner of the page. Marking the entire response exempt



from disclosure or as Proprietary Information will not be honored. If a public records request is made for the information that the Contractor has marked as "Proprietary Information," the Washington State University will notify the Contractor of the request and of the date that the records will be released to the requester unless the Contractor obtains a court order enjoining that disclosure. If the Contractor fails to obtain the court order enjoining disclosure, Washington State University will release the requested information on the date specified. If a Contractor obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 42.56 RCW, or other state or federal law that provides for nondisclosure, Washington State University shall maintain the confidentiality of the Contractor's information per the court order.

N. COMPLAINT PROCESS:

In compliance with RCW 39.26.170 Washington State University (WSU) has established the following Complaint and Protest Process; which shall apply to University solicitations posted to WEBS (Washington Electronic Business Solutions). The complaint process allows consultants to focus on the solicitation requirements and evaluation process and raise issues with these processes early enough to allow WSU to correct a problem before bids are submitted and time expended on evaluations. The procurement complaint process will meet the following minimum requirements:

1. Consultants will be given an opportunity to submit a complaint to WSU based on any of the following:
 - a. The solicitation unnecessarily restricts competition;
 - b. The solicitation evaluation or scoring process is unfair or flawed; or
 - c. The solicitation requirements are inadequate or insufficient to prepare a response
2. Consultants will be allowed to submit complaints until the deadline for questions within the solicitation has expired or five (5) business days before the solicitation is due; whichever is earlier. Complaints must meet the following requirements:
 - a. Must be in writing.
 - b. Must be sent to the procurement coordinator, or designee.
 - c. Should clearly articulate the basis for the complaint.
 - d. Should include a proposed remedy.
3. The procurement coordinator will respond to complaints in writing. The response to complaints including any changes to the solicitation will be posted as an amendment on WEBS. The Director of Purchasing Services will be notified of all complaints and will be provided a copy of the response.
4. The complaint may not be raised again during the protest period.
5. The complaint process does not include an appeal process.

O. DEBRIEFING OF UNSUCCESSFUL RESPONDENTS

Any Consultant who has submitted a response and been notified that they were not selected for contract award may request a debriefing. The request for a debriefing conference must be received by the RFQQ Coordinator within three business days after the email notification to the Consultant, and not later than 4:00pm, local time, in Pullman, Washington. The debriefing will be held within three business days of the request via telephone. Debriefing conference will be limited to the following:

1. Evaluation and scoring of the Consultant's response.
2. Critique of the response based on the evaluation.
3. Review of Consultant's final score in comparison with other final scores without identifying the other firms.
4. Comparisons between responses or evaluations of the other responses will not be made.

P. PROTEST PROCEDURE

In compliance with RCW 39.26.170 Washington State University (WSU) has established the following Protest Process; which shall apply to University solicitations posted to WEBS (Washington Electronic Business Solutions).

1. Protests may be made only by consultants who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Consultant is allowed three business days to file a protest of the acquisition with the RFQQ Coordinator. Protests must be received by the RFQQ Coordinator no later than 4:00pm local time in Pullman, Washington on the third



business day following the debriefing. Protests may be submitted by e-mail but must then be followed by the document with an original signature.

2. Consultants protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to consultants under this procurement.
3. All protests must be in writing, addressed to the RFQQ Coordinator, and signed by the protesting party or an authorized Agent. The protest must state the RFQQ number, the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included.
 - a. Only protests stipulating an issue of fact concerning the following subjects shall be considered:
 - (a) A matter of bias, discrimination or conflict of interest on the part of an evaluator;
 - (b) Errors in computing the score;
 - (c) Non-compliance with procedures described in the procurement document or University policy.
 - b. Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as:
 - (a) an evaluator's professional judgment on the quality of a response,
 - (b) University's assessment of its own and/or other agencies' needs or requirements.
 - c. Upon receipt of a protest, a protest review will be held by the University. The University Director or an employee delegated by the Director who was not involved in the procurement will consider the record and all available facts and issue a decision within five business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.
4. In the event a protest may affect the interest of another consultant that also submitted a response, such consultant will be given an opportunity to submit its views and any relevant information on the protest to the RFQQ Coordinator.
5. The final determination of the protest shall:
 - a. Find the protest lacking in merit and uphold the University's action; or
 - b. Find only technical or harmless errors in the University's acquisition process and determine the University to be in substantial compliance and reject the protest; or
 - c. Find merit in the protest and provide the University options which may include:
 - (a) Correct the errors and re-evaluate all responses, and/or
 - (b) Reissue the solicitation document and begin a new process, or
 - (c) Make other findings and determine other courses of action as appropriate.
6. If the University determines that the protest is without merit, the University will enter into a contract with the apparently successful contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

Q. CONTRACTOR VACCINATION VERIFICATION PLAN

It has been determined that the award of this RFQQ may result in the awarded contractor's representatives coming on-site to a WSU location. The following clause shall be incorporated into any contract resulting from this RFQQ that involves the on-site provision of services as may be applicable. The acceptance and compliance with the following conditions is a requirement for the awarding of a contract in such instances where the contractor provides services on any WSU property. Any concerns with the following shall be documented as part of the Respondent's Certifications & Assurances Form (Exhibit A) and shall be attached thereto.

COVID-19 CONTRACTOR VACCINATION VERIFICATION PLAN. Contractor represents and warrants that Contractor has a current COVID-19 Contractor Vaccination Verification Plan to ensure that Contractor's personnel (including subcontractors) who perform under this Contract on-site at WSU premises, unless properly excepted or exempted by the Proclamation, are fully vaccinated for COVID-19 as of October 18, 2021 as set forth in the Governor's Proclamation, Proclamation 21- 14.1 – COVID-19 Vaccination Requirement (dated August 20, 2021), and as amended. Contractor further represents and warrants that Contractor:



1. Has reviewed and understands Contractor's obligations as set forth in Proclamation 21-14.1 –COVID-19 Vaccination Requirement);
2. Has developed a COVID-19 Vaccination Verification Plan for Contractor's personnel (including subcontractors) that complies with the above- referenced Proclamation;
3. Has obtained a copy or visually observed proof of full vaccination against COVID-19 for Contractor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;
4. Complies with the requirements for granting disability and religious accommodations for Contractor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;
5. Has operational procedures in place to ensure that any contract activities that occur on-site at WSU premises (other than only for a short period of time during a given day and where any moments of close proximity to others on-site will be fleeting – e.g., a few minutes for deliveries) that are performed by Contractor personnel (including subcontractors) will be performed by personnel who are fully vaccinated or properly excepted or exempted as required by the above-referenced Proclamation;
6. Has operational procedures in place to enable Contractor personnel (including subcontractors) who perform contract activities on-site and at WSU premises to provide compliance documentation that such personnel are in compliance with the above-referenced Proclamation.
7. Will provide to WSU, upon request, Contractor's COVID-19 Vaccination Verification Plan and related records, except as prohibited by law, and will cooperate with any investigation or inquiry pertaining to the same.



CERTIFICATIONS AND ASSURANCES

TO BE SUBMITTED WITH RESPONSE

I/we make the following certifications and assurances on behalf of _____ (legal name of entity) as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract:

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer and will remain valid until _____, and it may be accepted by the University without further negotiation (except where obviously required by lack of certainty in key terms) at any time prior to _____.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. If there are exceptions to these assurances, I/we have described them in full detail on a separate page attached to this document.
5. I/we understand that the University will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the University, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly, to any other Proposer or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. I/we grant the University the right to contact references and other, who may have pertinent information regarding the ability of the Respondent and the lead staff person to perform the services contemplated by this RFP.
10. If any staff member(s) who will perform work on this contract has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached page.
11. **Washington Wage Law Certification:** Prior to awarding a contract, institutions of higher education in the state of Washington are required to determine that a bidder is a "responsible bidder." See RCW 39.26.160(2) & (4). Pursuant to legislative enactment in 2017, the responsible bidder criteria include a contractor certification that the contractor has not willfully violated Washington's wage laws. I/we hereby certify, under penalty of perjury under the laws of the State of Washington, that I/we are not currently debarred from doing business with the State of Washington. **INITIAL ONE:**

_____ **NO WAGE VIOLATIONS.** I/We have NOT been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082 any provision of RCW chapters 49.46, 48.48, or 49.52 within three (3) years prior to the date of signing this Certifications & Assurances form below.

OR

_____ **VIOLATIONS OF WAGE LAWS.** I/We have been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, a provision of RCW chapters 49.46, 49.48, or 49.52 within three (3) years prior to the date of the above-referenced procurement solicitation date.

12. Terms and conditions of Washington State University. INITIAL ONE:

_____ NO EXCEPTIONS ARE TAKEN TO THE TERMS OF THE MODEL CONTRACT

_____ EXCEPTIONS OUTLINED ON THE ATTACHED PAGE ARE TAKEN TO THE TERMS OF THE MODEL CONTRACT.

ON BEHALF OF THE RESPONDENT SUBMITTING THIS PROPOSAL, MY NAME BELOW ATTESTS TO THE ACCURACY OF THE ABOVE STATEMENTS.

SIGNATURE	TITLE	PRINT NAME
EMAIL ADDRESS	TELEPHONE	DATE



CONTRACTOR (LEGAL NAME OF ENTITY)	
ADDRESS FOR THE PRINCIPAL PLACE OF BUSINESS	
CITY, STATE, ZIP:	
TELEPHONE	

STRUCTURE (CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP, ETC.)	
YEAR ESTABLISHED	

FEDERAL EMPLOYER ID	
WASHINGTON UBI (REVENUE REGISTRATION NUMBER)	

NAME, TITLE, ADDRESS, EMAIL, PHONE, AND FAX NUMBERS FOR CONTRACTOR'S RFP CONTACT.

NAME AND TITLE	
ADDRESS:	
CITY, STATE, ZIP	
PHONE:	
FAX:	
E-MAIL	

PRINCIPAL OFFICERS (E.G.: PRESIDENT, VICE PRESIDENT, TREASURER, BOARD CHAIRPERSON)

NAME	TITLE	EMAIL ADDRESS

CONTRACTOR'S EMPLOYEE RELATIONSHIP TO STATE OF WASHINGTON

If the Contractor or any party named above was, or is, an employee of WA State during the past 24 months, the following information is required: If none, indicate "not applicable".

NAME	AGENCY	TITLE	SEPARATION DATE

PERSONS EMPLOYED BOTH BY CONTRACTOR AND STATE OF WASHINGTON

Contractors employing or having on their governing board as of the date of their proposal, WA State employees, or former WA State employees shall identify such persons and their position and responsibilities within the Vendor's organization. If none, indicate "not applicable".

NAME	AGENCY	TITLE	RESPONSIBILITIES	SEPARATION DATE IF APPLICABLE



WASHINGTON STATE UNIVERSITY

WSU CONTRACT SPC00xxxx
CONTRACT FOR PERSONAL SERVICES BETWEEN

WASHINGTON STATE UNIVERSITY
AND
CONTRACTOR NAME

This Contract, (hereinafter referred to as "Contract") is made and entered into by and between the state of Washington, **WASHINGTON STATE UNIVERSITY**, hereinafter referred to as the "UNIVERSITY", and the below named corporation, hereinafter referred to as "CONTRACTOR."

NAME	
ADDRESS	
CITY STATE AND ZIP	
TELEPHONE	
EMAIL	
STATE OF WA UBI	
FEDERAL ID No	
WSU SUPPLIER No.	

1. PURPOSE

The purpose of this Contract is to provide consulting services...

2. SCOPE OF WORK

- A. The CONTRACTOR will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below and detailed in Exhibit B. Exhibit B consists of the CONTRACTOR'S response to UNIVERSITY'S Request for Proposal No. GSPC00xxxx.
- B. Exhibit A contains the General Terms and Conditions governing work to be performed under this Contract, the nature of the working relationship between the UNIVERSITY and the CONTRACTOR, and specific obligations of both parties.
- C. The CONTRACTOR shall produce the following deliverables and submit them to the Project Manager for UNIVERSITY by the dates indicated below:

DATE	DESCRIPTION OF DELIVERABLE ITEM

3. PERIOD OF PERFORMANCE

The Period of Performance will be from DATE, or date of execution, whichever is later, through DATE, [with or without] options for extensions through DATE, by mutual agreement and properly executed amendments.

4. PLACE OF PERFORMANCE

Place of Performance shall be Contractors engaging in on-site work on UNIVERSITY premises must comply with the applicable laws and executive orders specific to COVID-19. [Note: Contract will include Section 5 below only if any services will be performed on WSU premises]

5. COVID-19 CONTRACTOR VACCINATION VERIFICATION PLAN

Unless properly excepted or exempted under the Proclamation by WSU, CONTRACTOR represents and warrants that CONTRACTOR has a current COVID-19 Contractor Vaccination Verification Plan to ensure that CONTRACTOR’S personnel (including subcontractors) who perform under this Contract on-site at WSU premises, unless properly excepted or exempted by the Proclamation, are fully vaccinated for COVID-19 as of October 18, 2021 as set forth in the Governor’s Proclamation, Proclamation 21- 14.1 – COVID-19 Vaccination Requirement (dated August 20, 2021), and as amended. CONTRACTOR further represents and warrants that CONTRACTOR:

- A. Has reviewed and understands CONTRACTOR’s obligations as set forth in Proclamation 21-14.1 – COVID-19 Vaccination Requirement;
- B. Has developed a COVID-19 Vaccination Verification Plan for CONTRACTOR’s personnel (including subcontractors) that complies with the above- referenced Proclamation;
- C. Has obtained a copy or visually observed proof of full vaccination against COVID-19 for CONTRACTOR personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;
- D. Complies with the requirements for granting disability and religious accommodations for CONTRACTOR personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;
- E. Has operational procedures in place to ensure that any Contract activities that occur on-site at WSU premises (other than only for a short period of time during a given day and where any moments of close proximity to others on-site will be fleeting – e.g., a few minutes for deliveries) that are performed by CONTRACTOR personnel (including subcontractors) will be performed by personnel who are fully vaccinated or properly excepted or exempted as required by the above-referenced Proclamation;
- F. Has operational procedures in place to enable CONTRACTOR personnel (including subcontractors) who perform Contract activities on-site and at WSU premises to provide compliance documentation that such personnel are in compliance with the above-referenced Proclamation.
- G. Will provide to WSU, upon request, CONTRACTOR’s COVID-19 Vaccination Verification Plan and related records, except as prohibited by law, and will cooperate with any investigation or inquiry pertaining to the same.

6. COMPENSATION AND PAYMENT

UNIVERSITY shall pay an amount not to exceed \$xx,xxx for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR’S compensation for services rendered shall be in accordance with the following terms:

- A. **Fees:** at the rate of \$xxx.xx. per hour/day/month, an amount not to exceed \$xx,xxx; which amount is included in the not-to-exceed compensation amount and itemized as described in chart below.

- B. **Expenses:** There are no reimbursable expenses authorized. *or*
- B. **Expenses:** CONTRACTOR shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by the UNIVERSITY as reimbursable. The maximum amount to be paid to the CONTRACTOR for authorized expenses shall not exceed \$x,xxx; which amount is included in the not-to-exceed compensation amount.
 - 1. Transportation expenses such as mileage, parking, ground transportation, and car rental.
 - a. Airfare. Economy or coach class only.

- b. Rental car transportation. CONTRACTOR is to utilize *Enterprise Rent-a-Car* or *National Car Rental Co.* Reserve vehicles with WSU Corporate Account 45WA000 and pin WAS.
 - c. Mileage reimbursement: UNIVERSITY will reimburse mileage at the current State travel reimbursement rates posted on the GSA.gov website. On date of Contract execution, the rate is **\$0.56** per mile.
2. Lodging and subsistence necessary during periods of required travel. CONTRACTOR shall receive compensation for travel expenses at current State travel reimbursement rates, which are available on the GSA website, <http://www.gsa.gov/portal/content/104877>. CONTRACTORS are to request the state government lodging rates for reimbursable lodging under this Contract.
 3. Other expenses authorized under this Contract may be pre-approved by Contract Manager for UNIVERSITY.

7. BILLING PROCEDURES

UNIVERSITY will pay CONTRACTOR upon receipt of properly completed invoice via email.

Invoices must include the assigned WSU Contract No., preferably in the billing address.

A. *Email address for invoices:*

B. *Billing address:*
 WASHINGTON STATE UNIVERSITY
 ATTN: WSU CONTRACT SPC00xxxx
 CONTROLLERS OFFICE
 PULLMAN, WA 99164-1025

The invoices shall describe and document to the UNIVERSITY'S satisfaction a description of the work performed, the progress of the project, and fees. If expenses are invoiced, provide a detailed breakdown of each type. Any single expense in the amount of \$50.00 or more must be accompanied by a receipt in order to receive reimbursement.

Payment shall be considered timely if made by the UNIVERSITY within thirty (30) days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CONTRACTOR.

The UNIVERSITY may, in its sole discretion, terminate the Contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the UNIVERSITY.

8. CONTRACT MANAGEMENT

A. The Contract Manager for each of the parties shall be the contact person for all notices and communications regarding the performance of this Contract and billing.

	CONTRACT MANAGER FOR THE CONTRACTOR	CONTRACT MANAGER FOR THE UNIVERSITY
NAME		
ADDRESS		
ADDRESS		
TELEPHONE		
EMAIL		



- B. The Project Manager for each of the parties will be point of contact for scope of work. Project Manager for UNIVERSITY will receive and accept deliverables and determine if CONTRACTOR has satisfactorily completed the Scope of Work.

	PROJECT MANAGER FOR THE CONTRACTOR	PROJECT MANAGER FOR THE UNIVERSITY
NAME		
ADDRESS		
ADDRESS		
TELEPHONE		
EMAIL		

9. **INSURANCE**

The CONTRACTOR shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the CONTRACTOR or subcontractor, or agents of either, while performing under the terms of this Contract.

The CONTRACTOR shall provide insurance coverage that shall be maintained in full force and effect during the term of this Contract, as follows:

- A. **Commercial General Liability:** CONTRACTOR shall maintain commercial general liability policy including contractual liability, in adequate quantity to protect against legal liability arising out of Contract activity but no less than \$1,000,000 per occurrence. Additionally, the CONTRACTOR is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts. *and/or*
- B. **If applicable: Professional Liability, Errors and Omissions:** CONTRACTOR shall maintain professional liability insurance with minimum limits of no less than \$1,000,000 per occurrence to cover all program activities by the CONTRACTOR and licensed staff employed or under contract to the CONTRACTOR. The state of Washington, its agents and employees need not be named as additional insureds under this policy.
- C. **If applicable: Automobile Liability:** In the event that services delivered pursuant to this Contract involve the use of vehicles, either owned or unowned by the CONTRACTOR, automobile liability insurance shall be required. The minimum limit for automobile liability is: \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.
- D. **If applicable: Cyber Liability Insurance.** CONTRACTOR shall maintain Cyber Liability Insurance with minimum limits of no less than \$1,000,000 per occurrence with \$3,000,000 aggregate. The state of Washington, its agents and employees need not be named as additional insureds under this policy.

The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name Washington State University, its agents and employees as additional insureds under the insurance policy/ies. All policies shall be primary to any other valid and collectable insurance. Should any of the above described policies be cancelled before the expiration date thereof, notice shall be delivered in accordance with policy provisions.

CONTRACTOR shall submit to UNIVERSITY within 15 days of the Contract effective date, a certificate of insurance that outlines coverage and limits defined in this section. The certificate must name WASHINGTON STATE UNIVERSITY as certificate holder.

THE ADDRESS OF CERTIFICATE HOLDER	EMAIL ADDRESS FOR TRANSMISSION OF CERTIFICATES
Washington State University	purchasing@wsu.edu
Contract SPC003740	
PO Box 641020	
Pullman, WA 99164-1020	

CONTRACTOR shall submit renewal certificates as appropriate during the term of the Contract and mark all certificates with the WSU Contract No. SPC00xxxx



10. ASSURANCES

UNIVERSITY and the CONTRACTOR agree that all activity pursuant to this Contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

11. ORDER OF PRECEDENCE

Each of the Exhibits listed below is by this reference hereby incorporated into this Contract. In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and state of Washington statutes and regulations
2. Special Terms and Conditions as contained in this basic Contract instrument
3. Exhibit A – UNIVERSITY General Terms and Conditions
4. Exhibit B – Scope of Work
5. Exhibit C – CONTRACTOR’S response to UNIVERSITY’S Request for Proposal No. is incorporated by reference.
6. Any other provision, term or material incorporated herein by reference or otherwise incorporated.

Note: This list may include other necessary documents and if applicable WSU terms for data security, confidentiality, federally funded contracts, etc.

10. ENTIRE AGREEMENT

This Contract including referenced exhibits represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

11. CONFORMANCE

If any provision of this Contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

12. APPROVAL

This Contract shall be subject to the written approval of the UNIVERSITY’S authorized representative and shall not be binding until so approved. The Contract may be altered, amended, or waived only by a written amendment executed by both parties.

This Contract, consisting of X pages and Y attachments named Exhibit A and Exhibit B, etc. is executed by the persons signing below who warrant they have delegated authority to execute the Contract.

CONTRACTOR NAME

WASHINGTON STATE UNIVERSITY

Name Date
Title

Name Date
Title





WASHINGTON STATE
UNIVERSITY

WSU CONTRACT SPC00XXXX
EXHIBIT A

GENERAL TERMS AND CONDITIONS
FOR PERSONAL SERVICES CONTRACTS

DEFINITIONS

As used throughout this CONTRACT, the following terms shall have the meaning set forth below:

"UNIVERSITY" shall mean Washington State University, an institution of higher education of the State of Washington, any division, section, office, unit or other entity of the UNIVERSITY, or any of the officers or other officials lawfully representing that UNIVERSITY.

"AGENT" shall mean the delegated individual authorized in writing to act on the UNIVERSITY'S behalf.

"CONTRACTOR" shall mean that firm, provider, organization, individual or other entity performing service(s) under this CONTRACT, and shall include all employees of the CONTRACTOR.

"SUBCONTRACTOR" shall mean one not in the employment of the CONTRACTOR, who is performing all or part of those services under this CONTRACT under a separate CONTRACT with the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.

1. ACCESS TO DATA

In compliance with RCW 39.26.180, the CONTRACTOR shall provide access to data generated under this CONTRACT to UNIVERSITY, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the CONTRACTOR'S reports, including computer models and methodology for those models.

2. ADVANCE PAYMENTS PROHIBITED

In accordance with state law, no payments in advance of or in anticipation of goods or services to be provided under this CONTRACT shall be made by the UNIVERSITY.

3. AMENDMENTS

This CONTRACT may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this CONTRACT, nor any claim arising under this CONTRACT, shall be transferred or assigned by the CONTRACTOR without prior written consent of the UNIVERSITY.

5. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce CONTRACT terms, each party agrees to bear its own attorney fees and costs.

6. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The CONTRACTOR shall not use or disclose any information concerning the UNIVERSITY, or information that may be classified as confidential, for any purpose not directly connected with the administration of this CONTRACT, except with prior written consent of the UNIVERSITY, or as may be required by law.

7. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the UNIVERSITY 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 UNIVERSITY 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, or performance under this CONTRACT.

In the event this CONTRACT is terminated as provided above, the UNIVERSITY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the CONTRACT by the CONTRACTOR. The rights and remedies of the UNIVERSITY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the AGENT makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this CONTRACT.

8. COPYRIGHT 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 UNIVERSITY. The UNIVERSITY shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, CONTRACTOR hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the UNIVERSITY effective from the moment of creation of such materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For materials that are delivered under the CONTRACT, but that incorporate pre-existing materials not produced under the CONTRACT, CONTRACTOR hereby grants to the UNIVERSITY 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 CONTRACTOR has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the UNIVERSITY.

The CONTRACTOR shall exert all reasonable effort to advise the UNIVERSITY, at the time of delivery of materials furnished under this CONTRACT, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this CONTRACT.

The UNIVERSITY shall receive prompt written notice of each notice or claim of infringement received by the CONTRACTOR with respect to any data delivered under this CONTRACT. The UNIVERSITY shall have the right to modify or remove any restrictive markings placed upon the data by the CONTRACTOR.

9. 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 maintained by the CONTRACTOR for securing business.

The UNIVERSITY 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.

10. DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or costs disallowed by the UNIVERSITY that are incurred by the Contractor or its Subcontractors.

11. DISPUTES

In the event that a dispute arises under this CONTRACT that the parties can't resolve, they shall allow the dispute to be decided by a Dispute Panel in the following manner: each party to this CONTRACT shall appoint one member to the Dispute Panel, and the members so appointed shall jointly appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, CONTRACT terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the parties hereto. The parties shall equally share the costs, if any, for the services of the Dispute Panel.

Nothing in this CONTRACT shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

12. DUPLICATE PAYMENT

The UNIVERSITY shall not pay the CONTRACTOR, if the CONTRACTOR has charged or will charge Washington State University, the State of Washington or any other party under any other CONTRACT or agreement, for the same services or expenses.

13. FORCE MAJEURE

In the event that the parties' obligations under this Agreement are substantially delayed, prevented or rendered impractical by fire, flood, riot, earthquake, civil commotion, war, strike, lockout, labor disturbances, exposition, sabotage, accident or other casualty, act of GOD, any law ordinance, rule or regulation which becomes effective after the date of this Agreement, measures of governmental authority including but not limited to any temporary law ordinance, health directive, rule, regulation, travel or movement restriction, or limitation on the size of gatherings implemented by the local health department, board, or officer in the jurisdiction where the event is to be held, the Washington State Department of Health, the Governor of the State of Washington, the Washington State Military Department, the United States Department of Health & Human Services, the United States Centers for Disease Control and Prevention or any

other Local, State, or Federal Public Health Agency which adversely affects the ability of either party to perform its obligations under this agreement, pandemics, viral or communicable disease outbreak, quarantine, or any other cause beyond the reasonable control of either party, then the parties shall be released from performance under this Agreement. Both parties hereby waive any claim for damages or compensation for such delay or failure to perform, other than obligations incurred up to the date of such force majeure..

14. FUNDING CONTINGENCY

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this CONTRACT and prior to normal completion, the UNIVERSITY may terminate the CONTRACT under the "Termination for Convenience" clause, without the thirty-day notice required.

15. GOVERNING LAW

This CONTRACT shall be construed and 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 Whitman County.

16. INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless Washington State University, the State of Washington, agencies of the State and all officials, agents and employees of the State, from and against all claims for injuries or death arising out of or resulting from the performance of the CONTRACT. "Claim," as used in this CONTRACT, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

CONTRACTOR'S obligations to indemnify, defend, and hold harmless includes any claim by CONTRACTORS' agents, employees, representatives, or any subcontractor or its employees.

CONTRACTOR expressly agrees to indemnify, defend, and hold harmless Washington State University and the State of Washington for any claim arising out of or incident to CONTRACTOR'S or any subcontractor's performance or failure to perform the CONTRACT. CONTRACTOR'S obligation to indemnify, defend, and hold harmless Washington State University and the State of Washington shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

CONTRACTOR waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless Washington State University and the State of Washington and its agencies, officials, agents or employees.

17. INDEPENDENT CAPACITY OF THE CONTRACTOR

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

18. INDUSTRIAL INSURANCE COVERAGE

The CONTRACTOR shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the CONTRACTOR fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, UNIVERSITY may collect from the CONTRACTOR the full amount payable to the Industrial Insurance accident fund. The UNIVERSITY may deduct the amount owed by the CONTRACTOR to the accident fund from the amount payable to the CONTRACTOR by the UNIVERSITY under this CONTRACT, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the CONTRACTOR.

19. LICENSING, ACCREDITATION AND REGISTRATION

The CONTRACTOR shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this CONTRACT.

20. LIMITATION OF AUTHORITY

Only a WSU UNIVERSITY'S personnel authorized in writing to bind UNIVERSITY (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this CONTRACT. Any alterations, amendment, modifications, or waivers made by UNIVERSITY personnel or employees without such written authority will not be effective or binding unless also made in writing and signed by an authorized UNIVERSITY representative.

21. NONDISCRIMINATION

During the performance of this CONTRACT, the CONTRACTOR shall comply with all federal and state nondiscrimination laws, regulations and policies, including the AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35.

In the event of the CONTRACTOR'S non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this CONTRACT may be rescinded, canceled or terminated in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts with the UNIVERSITY. The CONTRACTOR shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

22. PRIVACY

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this CONTRACT shall be protected against unauthorized use, disclosure, modification or loss. CONTRACTOR shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the UNIVERSITY or as otherwise required by law.

Any breach of this provision may result in termination of the CONTRACT and the demand for return of all personal information. The CONTRACTOR agrees to indemnify and hold harmless the UNIVERSITY for any damages related to the CONTRACTOR'S unauthorized use of personal information.

23. PUBLICITY

The CONTRACTOR agrees to submit to the UNIVERSITY all advertising and publicity matters relating to this CONTRACT wherein the UNIVERSITY'S name is mentioned or language used from which the connection of the UNIVERSITY'S name may, in the UNIVERSITY'S judgment, be inferred or implied. The CONTRACTOR agrees not to publish or use such advertising and publicity matters without the prior written consent of the UNIVERSITY.

24. RECORDS MAINTENANCE

The CONTRACTOR shall maintain books, records, documents, data and other evidence relating to this CONTRACT and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this CONTRACT.

CONTRACTOR shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the CONTRACT, shall be subject at all reasonable times to inspection, review or audit by the UNIVERSITY, personnel duly authorized by the UNIVERSITY, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started 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.

25. REGISTRATION WITH DEPARTMENT OF REVENUE

If required to do so by law, the CONTRACTOR shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this CONTRACT.

26. RIGHT OF INSPECTION

The CONTRACTOR shall provide right of access to its facilities to the UNIVERSITY, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this CONTRACT.

27. SEVERABILITY

The provisions of this CONTRACT are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the CONTRACT.

28. SITE SECURITY

While on UNIVERSITY premises, CONTRACTOR, its agents, employees, or subcontractors shall conform in all respects with UNIVERSITY'S physical, fire or other security policies or regulations.

29. SUBCONTRACTING

Neither the CONTRACTOR nor any approved SUBCONTRACTOR shall enter into subcontracts for any of the work contemplated under this CONTRACT without obtaining prior written approval of the UNIVERSITY. In no event shall the existence of the subcontract operate to release or reduce the liability of the CONTRACTOR to the UNIVERSITY

for any breach in the performance of the CONTRACTOR's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this CONTRACT.

Additionally, the CONTRACTOR is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this CONTRACT are carried forward to any subcontracts. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the UNIVERSITY or as provided by law.

30. TAXES

All payments accrued because of payroll taxes, unemployment contributions, any other related taxes, insurance or other expenses for the CONTRACTOR or its staff shall be the sole responsibility of the CONTRACTOR.

31. TERMINATION FOR CAUSE

In the event the UNIVERSITY determines the CONTRACTOR has failed to comply with the conditions of this CONTRACT in a timely manner, the UNIVERSITY has the right to suspend or terminate this CONTRACT. Before suspending or terminating the CONTRACT, the UNIVERSITY shall notify the CONTRACTOR in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days of date of notice, the CONTRACT may be terminated or suspended.

In the event of termination or suspension, the CONTRACTOR shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original CONTRACT and the replacement or cover CONTRACT and all administrative costs directly related to the replacement CONTRACT, e.g., cost of the competitive bidding, mailing, advertising and staff time.

The UNIVERSITY reserves the right to suspend all or part of the CONTRACT, withhold further payments, or prohibit the CONTRACTOR from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the CONTRACTOR or a decision by the UNIVERSITY to terminate the CONTRACT. A termination shall be deemed a "Termination for Convenience" if it is determined that the CONTRACTOR: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of the UNIVERSITY provided in this CONTRACT are not exclusive and are, in addition to any other rights and remedies, provided by law.

32. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this CONTRACT, the UNIVERSITY may, by 30 calendar days written notice terminate this CONTRACT, in whole or in part. If this CONTRACT is so terminated, the UNIVERSITY shall be liable only for payment required under the terms of this CONTRACT for services rendered or goods delivered prior to the effective date of termination.

33. TERMINATION PROCEDURES

Upon termination of this CONTRACT, the UNIVERSITY, in addition to any other rights provided in this CONTRACT, may require the CONTRACTOR to deliver to the UNIVERSITY any property specifically produced or acquired for the performance of such part of this CONTRACT as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The UNIVERSITY shall pay to the CONTRACTOR the agreed upon price, if separately stated, for completed work and services accepted by the UNIVERSITY, and the amount agreed upon by the CONTRACTOR and the UNIVERSITY for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by the UNIVERSITY, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AGENT shall determine the extent of the liability of the UNIVERSITY. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this CONTRACT. The UNIVERSITY may, in good faith, withhold from any amounts due the CONTRACTOR such sum as the AGENT determines to be necessary to protect the UNIVERSITY against potential loss or liability.

The rights and remedies of the UNIVERSITY 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.

After receipt of a notice of termination, and except as otherwise directed by the UNIVERSITY, the CONTRACTOR shall:

- A. Stop work under the 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 the CONTRACT that is not terminated;

- C. Assign to the UNIVERSITY, in the manner, at the times, and to the extent directed by the UNIVERSITY, all of the rights, title, and interest of the CONTRACTOR under the orders and subcontracts so terminated, in which case the UNIVERSITY 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 UNIVERSITY to the extent UNIVERSITY may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to the UNIVERSITY and deliver in the manner, at the times, and to the extent directed by the UNIVERSITY any property which, if the CONTRACT had been completed, would have been required to be furnished to the UNIVERSITY;
- F. Complete performance of such part of the work as shall not have been terminated by the UNIVERSITY; and
- G. Take such action as may be necessary, or as the UNIVERSITY 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 UNIVERSITY has or may acquire an interest.

34. TREATMENT OF ASSETS

- A. Title to all property furnished by the UNIVERSITY shall remain in the UNIVERSITY. 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 UNIVERSITY 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 UNIVERSITY upon (i) issuance for use of such property in the performance of this CONTRACT, or (ii) commencement of use of such property in the performance of this CONTRACT, or (iii) reimbursement of the cost thereof by the UNIVERSITY in whole or in part, whichever first occurs.
- B. Any property of the UNIVERSITY furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by the UNIVERSITY, be used only for the performance of this CONTRACT.
- C. The CONTRACTOR shall be responsible for any loss or damage to property of the UNIVERSITY that results from the negligence of the CONTRACTOR or which results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.
- D. If any UNIVERSITY property is lost, destroyed or damaged, the CONTRACTOR shall immediately notify the UNIVERSITY and shall take all reasonable steps to protect the property from further damage.
- E. The CONTRACTOR shall surrender to the UNIVERSITY all property of the UNIVERSITY prior to settlement upon completion, termination or cancellation of this CONTRACT
- F. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR'S employees, agents or SUBCONTRACTORS.

35. WAIVER

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this CONTRACT unless stated to be such in writing and signed by authorized representative of the UNIVERSITY.