

Finance and Administration
VADM 220B
14204 NE Salmon Creek Ave.
Vancouver, WA 98686

REQUEST FOR SEALED PROPOSAL # 6820-VMC12244

Due by: 7/27/2012 -- 4:00 PM

FAX RESPONSES ARE NOT ACCEPTABLE

INSTRUCTIONS:

1. Provide unit prices. Extend the amount in the designated columns. Provide bid total when bidding all items.
2. If offering an equal item, list the brand and model or catalog numbers. Enclose descriptive product literature.
3. Washington State University General Terms and Conditions apply.
4. Quotation must be submitted on this form. Return all bid documents with offer. Vendor must insure physical delivery of bid response to WSU Vancouver, Finance and Operations 220B by bid due date and time.
5. Enclose a self-addressed, stamped envelope to receive bid results if desired.
Washington State University encourages responses from Washington certified MWBE vendors.

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
1	Direct Marketing Student Search Campaign for Washington State University Vancouver per the attached RFP FOB: WSU-VANCOUVER 14204 NE SALMON CREEK AVE VANCOUVER WA 98686 Addendum Acknowledgement X_____	1	LS		

VENDOR:		The above offer is valid until:		Payment Terms:	
Signature:		Phone:		Shipping Destination: VANCOUVER WA 98686	
Printed Name:		Fax:		Quote FOB: SOURCE - VENDOR LOCATION	
Title:		Date:		Shipment Origin:	
				Zip Code of Origin:	
				Best Method of Shipment:	
				Lead Time:	
		Weight:		Cost:	
				\$	
				No. Pieces:	
		BUYER: DAVE HURT			
		7/9/2012 dnhurt@vancouver.wsu.edu (360) 546-9245			

Washington State University
Request for Proposals # 6820-VMC12244

UNIVERSITY OVERVIEW

Washington State University, one of two research universities in the state, was founded in 1890 as the state's land-grant institution. It is a Carnegie Doctoral/Research Extensive University with a current enrollment of approximately 26,300 undergraduate, graduate, and professional students and approximately 5,600 faculty and staff. As a leading research institution, WSU offers 95 undergraduate, more than 60 graduate, and more than 40 doctoral degree programs through 12 colleges and a graduate school. Washington State University's main campus (approximately 18,200 students) is located in Pullman, with co-locations in Spokane, Vancouver and the Tri-Cities. Established in 1989 as the urban research campus of Washington State University, the Vancouver campus offers a learning and research community that gives students hands-on opportunities for professional growth and academic excellence. Regional Campuses and the Distance Degree Programs offer access to WSU degrees statewide. The university strongly values diversity among its faculty, staff, and students. WSU students of diverse social, economic, and ethnic backgrounds from throughout the nation and more than 90 foreign countries come together in an academic community committed to sciences and leadership development. As a comprehensive, land-grant institution, Washington State University is committed to excellence in teaching, research, and outreach to all constituents.

When it was established, the Vancouver campus was a non-traditional campus serving only upper division undergraduates and graduate students. Enrollment has increased steadily during the past 23 years to nearly 3,200 students with a well-established and active student government. In 2006 WSU Vancouver admitted its first freshmen and sophomore students and become a more traditional four-year institution. Southwest Washington continues to be the area of the state with the most limited access to public higher education, while demand for college graduates remains strong.

PURPOSE

Washington State University Vancouver (WSU Vancouver), with the support of the campus administration, wishes to engage a qualified agency/vendor to prepare and conduct a direct marketing student search campaign to increase freshman enrollment. This should include name purchases, messaging, marketing, mail and email delivery, monitoring and reports, and analysis. WSU Vancouver will work with the selected agency/vendor to help them understand our operation, enrollment goals, branding, and messaging but the selected consultant will take the campaign over from that point. WSU Vancouver is looking for an established company, with demonstrated success with institutions similar to ours. This published RFP will be the means for qualified firms to review the specifications and submit a proposal. Your firm's interest is appreciated, and we look forward to reviewing your qualifications.

DESCRIPTION

Direct Marketing Student Search Campaign RFP information:

Timeframe: It is anticipated that the direct marketing student search campaign effort will commence during late summer/early fall 2012 with an initial deployment date of mid-to-late fall 2012.

Experience: Selected firm must have demonstrated experience and success that includes documented years (10+) of experience working with institutions of higher education, demonstrated average client results of at least 10% in search response to marketing of high school students, verified references from higher education institutions, and the ability to provide a complete, turnkey program, including data management and modeling, targeting, list procurement, creative elements, web components (including mobile optimization), communication distribution (print/electronic), ISP management, electronic document transfer, fulfillment, in-field reporting, and campaign analysis.

Qualified firms should provide references from three higher education clients with similar profile to WSU Vancouver.

Project Site: WSU Vancouver Campus
 350 acres (approximately 150 developed)
 14 buildings (approximately 400,000 gsf)
Estimated budget: \$130,000

SCOPE OF SERVICES

With the collaboration of WSU Vancouver Student Affairs/Admissions and Marketing and Communication staff, the selected firm will provide the following services with the specific outcome of increasing freshman student enrollment:

- Establish and deliver a robust student search campaign targeted at high school students
- The student search and fulfillment campaign must be delivered in a timely and efficient manner that corresponds with WSU's calendar for maximum impact and effectiveness and is integrated with existing communication (e.g. Preview Days)
- Include rapid, personalized responses to students' initial responses to Search, with WSU Vancouver branded communications online and on paper to students and to their parents/guardians
- Integration of communication flows sent to parents and guidance counselors, when information is provided by the student
- Tracking and collection of all inquiry data from campaign; data will be synchronized with institution's system via secure transfer weekly
- Integration to web, including mobile media (smartphones and tablets) based on browser identification, as a standard component of our marketing programs

- Detailed reports, including all traffic data and describing all activities conducted by vendor (vendor has the sole final responsibility for the determination and recording of response and/or application data)
- Responder files must be provided routinely to WSU Vancouver by the agency/vendor through a secure FTP site, in a format and on a schedule to be determined by WSU Vancouver
- Routine, detailed analyses of program performance and program results including all elements requested by WSU Vancouver must be made available on demand
- Selected agency/vendor will manage communication campaign with existing WSU Vancouver student prospect pool that corresponds with identified contracted target audience (e.g. sophomore/junior audience)
- Selected agency/vendor will provide advice and guidance to WSU Vancouver client in regards to communication with student prospects after agency/vendor communication plan ends to ensure a smooth transition.

Targeting recommendations for optimal results (including, as applicable, list recommendations and list order placement)

- Strategic development of curricular campaign: messaging, sequencing, interplay between paper and electronic media
- Creative development: copy and design, including multiple versions, electronic and paper
- Production of printed materials
- Development and hosting of program response sites
- Exchange of data via secure FTP
- Mailing and mail tracking
- Email deployment and delivery tracking
- Interim and final analyses

SCHEDULE FOR DELIVERABLES

The following dates are established for deliverables, based on issuance of a Notice to Proceed no later than August 21, 2012:

Campus visit	August/September 2012
Research and development	August/September 2012
Direct Marketing	TBD

INTERVIEW SCHEDULE

If necessary, to be scheduled during the week of July 30, 2012

SELECTION COMMITTEE

The Selection Committee will be comprised from the following departments:

Student Affairs
Admissions
Marketing and Communication

RFP COORDINATOR

The RFP coordinator is the sole point of contact at Washington State University for this procurement. All communication between the consultant and Washington State University upon release of this RFP shall be with the RFP coordinator, as follows:

Name: Dave Hurt
Title: Procurement Specialist
E-Mail: dnhurt@vancouver.wsu.edu

Mailing & Physical Address: WSU Purchasing Services
14204 NE Salmon Creek Avenue
Vancouver, WA 98686-9600

Phone: (360) 546-9245
Fax: (360) 546-9079

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

ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

PROPOSAL SCHEDULE

Proposal advertisement.....	July 9, 2012
Questions due from interested firms.....	2:00 p.m., July 16, 2012
Addendum issued (if necessary).....	July 20, 2012
Proposals due.....	5:00 p.m., July 27, 2012
Conduct interviews (if necessary).....	week of July 30, 2012
Complete final selection and notify firms.....	August 6, 2012

Washington State University reserves the right to revise the above schedule.

Note: Evaluation of proposals, interviews/presentations if requested, announcement of "Apparent Successful Contract," notifications to unsuccessful proposers, debriefings, and contract negotiations will all be subject to change and to the availability of the evaluation team. Washington State University will perform its diligence in keeping vendors informed throughout the evaluation and selection process.

SUBMISSION OF PROPOSALS

Consultants are required to submit four (4) copies of their proposal. One copy must have original signatures and the remaining copies can have photocopied signatures. The proposal, whether mailed, sent via courier, or hand delivered, must arrive at Washington State University Vancouver no later than 5PM, Pacific Daylight Time on July 27, 2012.

The proposal is to be sent to the RFP Coordinator at the address noted above. The RFP package should be clearly marked to the attention of the RFP Coordinator.

Consultants mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFP Coordinator. Consultants assume the risk for the method of delivery chosen. Washington State University assumes no responsibility for delays caused by any delivery service. Proposals may not be transmitted using facsimile or electronic transmission.

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of Washington State University and will not be returned.

REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, 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 RFP and will be placed on this website.

For further information on registering with the WEBS go to:

<http://www.ga.wa.gov/Business/index.html>

The AGENCY also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

CONSULTANT REQUIREMENTS

1. To be considered responsive, the agency/vendor must have experience in successful direct marketing student search campaigns for institutions similar to Washington State University Vancouver.
2. Agency/vendor must be able to prepare and present professional analyses in written and oral forms. A demonstrated history of similar projects handled with confidentiality is required.
3. Agency/vendor must have a proven track record of successful student search campaign reporting and analysis. This information will be gleaned through RFP submissions and thorough reference checks.
4. Agency/vendor must be licensed to do business in the State of Washington or provide a commitment that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparent Successful Contractor.
5. Timeframe: Washington State University expects this project to commence immediately upon award of contract.

RESPONSES

The following information must be provided with your response:

1. Three (3) references including name of institution and type of service performed, along with contact information for a person that your firm worked with in previous analysis.
2. Description of procedures you would employ in the design and implementation of the project. Procedures shall address, but not be limited to: project approach/methodology, work plan, project schedule, outcomes, risks, and deliverables.
3. Timetable for conducting analysis, preparing direct marketing plan, and implementation of direct marketing plan.
4. Costs – Identify all the costs for performing the tasks necessary to accomplish the objectives of the Request for Proposal. Include rate for the proposed staff, all the travel costs and otherwise reimbursable expenses. Itemize in sufficient detail for analysis by the evaluation team. Costs not identified in your firm's proposal will not be allowed or considered for a final contract.

5. List of personnel to be assigned to this project along with information on their experience and certifications.
6. A signed Certifications and Assurances form (Exhibit A)
7. Additional information relevant to this request.

EVALUATION OF PROPOSALS

Washington State University will select an apparent successful proposer for this project based on the following factors:

1. Thoroughness, content and quality of written proposal and/or oral presentation.
2. Experience with educational organizations of similar size, complexity, and structure as Washington State University.
3. Reference responses.
4. Costs.
5. Perceived quality of work and presentation.
6. Other criteria deemed important by Washington State University administration.

CRITERIA	EXPLANATION	POINTS	SCORE
Direct marketing experience	Have they successfully conducted Direct Marketing in the past with institutions of higher education from similar profile institutions?	30	
Enrollment assessment experience	Do they provide valuable operational assessments that lead to tangible recommendations for their clients?	25	
Staff experience	Relevant practical experience in direct marketing and quantity and quality of work on past projects	20	
Direct marketing results	Do their marketing campaigns (mail and electronic) yield positive results in contacts and enrollment?	15	
Pricing	Competitive pricing for the project and market	10	
TOTAL		100	

Final selection will be based on total points scored. Firms will be notified of final selection no later than August 6, 2012.

CONTRACT - RFP GENERAL TERMS AND CONDITIONS

1. **Contract Template with Terms and Conditions:** The apparent successful contractor 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 Consultant to submit its own standard contract terms and conditions in response to this solicitation. The Consultant 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.
2. **Most Favorable Terms:** Washington State University reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Consultant can propose. There will be no best and final offer procedure. Washington State University does reserve the right to contact a Consultant for clarification of its proposal. The Apparent Successful Contractor should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the Consultant's proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to Washington State University.
3. **Costs to Propose:** Washington State University will not be liable for any costs incurred by the Consultant in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.
4. **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 proposal that includes current or former state employees.
5. **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 proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award, and proposals will not be rejected or considered non-responsive on that basis.
6. **Proprietary Information / Public Disclosure:** Proposals submitted in response to this competitive procurement shall become the property of Washington State University. All proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed by the Director of Purchasing Services, or his Designee, and the apparent successful Contractor; thereafter, the proposals shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW). Any information in the proposal that the Consultant 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 Consultant

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 proposal exempt from disclosure or as Proprietary Information will not be honored. If a public records request is made for the information that the Consultant has marked as "Proprietary Information," the Washington State University will notify the Consultant of the request and of the date that the records will be released to the requester unless the Consultant obtains a court order enjoining that disclosure. If the Consultant fails to obtain the court order enjoining disclosure, Washington State University will release the requested information on the date specified. If a Consultant 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 Consultant's information per the court order.

7. **No Obligation to Contract:** This RFP does not obligate the state of Washington or Washington State University to contract for services specified herein.
8. **Rejection of Proposals:** Washington State University reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP.
9. **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 RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.
10. **Evaluation Procedure:** Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team(s), to be designated by Washington State University, which will determine the ranking of the proposals. Washington State University, at its sole discretion, may elect to select the top-scoring firms as finalists for an oral presentation. The RFP Coordinator may contact the Consultant for clarification of any portion of the Consultant's proposal.
11. **Notification to Proposers:** Washington State University will notify the Apparently Successful Contractor of their selection in writing via email upon completion of the evaluation process. Individuals or firms whose proposals were not selected for further negotiation or award will be notified separately by e-mail or facsimile.
12. **Debriefing of Unsuccessful Proposers:** Any Consultant who has submitted a proposal 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 RFP Coordinator within three (3) business days after the Unsuccessful Consultant Notification is e-mailed or faxed to the Consultant. Debriefing requests must be received by the RFP Coordinator no later than 5:00 PM, local time, in Pullman, Washington on the third business day following the transmittal of the Unsuccessful Consultant Notification. The debriefing must be held within three (3) business days of the request. Discussion at the debriefing conference will be limited to the following: Evaluation and scoring of the firm's proposal; Critique of the proposal based on the evaluation; Review of proposer's final score in comparison with other final scores without identifying the other firms. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be

conducted in person or on the telephone and will be scheduled for a maximum of one hour.

13. **Protest Procedure:** 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 (3) business days to file a protest of the acquisition with the RFP Coordinator. Protests must be received by the RFP Coordinator no later than 5:00 PM, local time, in Pullman, Washington on the third business day following the debriefing. Protests may be submitted by e-mail or facsimile, but must then be followed by the document with an original signature. 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. All protests must be in writing, addressed to the RFP Coordinator, and signed by the protesting party or an authorized Agent. The protest must state the RFP 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. Only protests stipulating an issue of fact concerning the following subjects shall be considered: A matter of bias, discrimination or conflict of interest on the part of an evaluator; Errors in computing the score; Non-compliance with procedures described in the procurement document or Washington State University policy. Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) Washington State University's assessment of its own and/or other agencies needs or requirements. Upon receipt of a protest, a protest review will be held by Washington State University. The Purchasing 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 (5) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay. In the event a protest may affect the interest of another Consultant that also submitted a proposal, such Consultant will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator. The final determination of the protest shall: Find the protest lacking in merit and uphold Washington State University's action; or Find only technical or harmless errors in Washington State University's acquisition process and determine Washington State University to be in substantial compliance and reject the protest; or Find merit in the protest and provide Washington State University's options which may include: Correct the errors and re-evaluate all proposals, and/or Reissue the solicitation document and begin a new process, or Make other findings and determine other courses of action as appropriate.

CERTIFICATIONS AND ASSURANCES

EXHIBIT A

I/we make the following certifications and assurances 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 for a period of 60 days following receipt, and it may be accepted by Washington State University without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
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 Washington State University will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of Washington State 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 Washington State University the right to contact references and other, who may have pertinent information regarding the ability of the Consultant and the lead staff person to perform the services contemplated by this RFP.

We (circle one) are / are not submitting proposed Contract exceptions. (See Contract and General Terms and Conditions.) If Contract exceptions are being submitted, I/we have attached them to this form.

On behalf of the Consultant submitting this proposal, my name below attests to the accuracy of the above statement.

Signature of Proposer

Title

Date

CONTRACT FOR PERSONAL SERVICES
BETWEEN

WASHINGTON STATE UNIVERSITY
AND
NAME OF CONTRACTOR

This 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 firm, hereinafter referred to as "**CONTRACTOR**,"

Contractor Name	Contractor Name
Address	Address
City, State & Zip Code	City, State & Zip Code
Phone	Phone
E-mail Address	E-mail Address
Washington State UBI No.	Washington State UBI No.
Federal ID No.	Federal ID No.

PURPOSE

The purpose of this contract is to... Provide a concise description of contract purpose.

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:

Option 1: Identify all tasks, work elements and objectives of the contract and milestones by which major parts of the work are to be completed. The scope of work may be included within the text of the contract or attached as a separate exhibit as shown in Option 2 below.

Option 2: As intended in the CONTRACTOR'S Proposal dated _____ attached as Exhibit B, and the UNIVERSITY'S Request for Proposals attached as Exhibit C.

- 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 written reports or other written documents (deliverables) by the dates indicated below:

All written reports required under this contract must be delivered to _____, the Contract Manager, in accordance with the schedule above.

PERIOD OF PERFORMANCE

The period of performance under this contract will be from _____, or date of execution, whichever is later, through _____.

COMPENSATION AND PAYMENT

UNIVERSITY shall pay an amount not to exceed _____ dollars 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 based on the following rates or in accordance with the following terms:

Describe compensation in terms of hourly rates, number of hours per task, and prices, cost per task, cost per deliverable, etc. Another option is to reference and attach documents that specify Contractor's compensation and payment. E.g., Contractor's compensation for services rendered shall be based on the schedule set forth in Exhibit B, Fees and Expenses. Payment can also be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the contract, payment at conclusion of the contract, etc.

If reimbursement of expenses will be allowed, include Expenses paragraph and list expenses appropriate for the contract.

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 \$_____, which amount is included in the contract total in COMPENSATION AND PAYMENT section above. Such expenses may include:

For reimbursement of travel expenses, include: Airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. CONTRACTOR shall receive compensation for travel expenses at current State travel reimbursement rates. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

BILLING PROCEDURES

UNIVERSITY will pay CONTRACTOR upon receipt of properly completed invoices, which shall be submitted to the Project Manager not more often than monthly. 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.

CONTRACT MANAGEMENT

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

Contract Manager for CONTRACTOR is:	Contract Manager for UNIVERSITY is:
Contractor Name	UNIVERSITY Contract Manager Name
Address	Address
City, State Zip Code	City, State Zip Code
Phone: () Fax: ()	Phone: () Fax: ()
E-mail address:	E-mail address:

INSURANCE

The CONTRACTOR shall provide insurance coverage as set out in this section ~~Details not forth in an attached document with the Exhibit in case~~. 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:

1. Commercial General Liability Insurance Policy - Provide a Commercial General Liability Insurance 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.
2. 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
3. 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. CONTRACTOR shall instruct the insurers to give UNIVERSITY 30 days advance notice of any insurance cancellation.

CONTRACTOR shall submit to UNIVERSITY within 15 days of the contract effective date, a certificate of insurance that outlines the coverage and limits defined in the *Insurance* section. CONTRACTOR shall mark certificate of insurance with WSU Contract No. _____ and submit renewal certificates as appropriate during the term of the contract.

~~NOTE: For further information about insurance, including recommended language for contracts, refer to the Office of Risk Management Division's manual "Contracts: Drafting and Managing Risk" available at: <http://www.wa.gov/rmd/contractman.htm>~~

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.

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:

- Applicable Federal and state of Washington statutes and regulations
- Special Terms and Conditions as contained in this basic contract instrument
- Exhibit A – General Terms and Conditions
- Exhibit B – _____ ~~DELETE THIS LINE IF THERE IS NO EXHIBIT B~~
- Exhibit C – Request for Proposals No. _____ ~~DELETE THIS LINE IF THERE IS NO EXHIBIT C~~
- Any other provision, term or material incorporated herein by reference or otherwise incorporated

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.

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.

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 _____ pages and _____ attachments, named Exhibit A and ~~Reference to Exhibit B, C, etc. if applicable~~, is executed by the persons signing below who warrant that they have the authority to execute the contract.

[CONTRACTOR'S NAME]

WASHINGTON STATE UNIVERSITY

Signature_____
Signature_____
Date_____
Title_____
Date

Eric M. Rogers

Director, Purchasing Services

GENERAL TERMS AND CONDITIONS

DEFINITIONS

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

- A. "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.
- B. "AGENT" shall mean the delegated individual authorized in writing to act on the UNIVERSITY'S behalf.
- C. "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.
- D. "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.

ACCESS TO DATA

In compliance with RCW 39.29.080, 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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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 ten-day notice requirement, subject to renegotiation at the UNIVERSITY'S discretion under those new funding limitations and conditions.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. 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;
3. 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;
4. 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;
5. 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;
6. Complete performance of such part of the work as shall not have been terminated by the UNIVERSITY; and
7. 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.

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.

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.