



Purchasing Services

Request for Quotations and Qualifications Mobile Web Site Design & Development Main UW Tacoma Website

UW Reference Number: RFQQ JPS07251101

I. INTRODUCTION

The University of Washington is soliciting proposals to identify a Vendor to provide Mobile Web Site Design and Development Services for the University of Washington.

II. DEFINITION OF TERMS

“University” “UW” “UWT” “Agency” “Purchaser”	The University of Washington
Solicitation “Coordinator”	Sole UW contact for this solicitation Joseph P. Sabo University of Washington Tacoma Finance and Administration 1900 Commerce St Tacoma WA, 98402 Email jpsabo@uw.edu 253-692-4824 253-692-5661 (fax)
“Vendor” “Supplier” “Proposer”	A person, firm, company or corporation submitting a proposal

III. GENERAL INSTRUCTIONS

3.1 Submission of Proposal

Responses must be received by the Solicitation Coordinator named below no later than the date and time specified in the Timetable Schedule (3.2). Please reference RFQQ JPS07251101 in the subject line of the email.

Joseph P. Sabo, Senior Contract Manager
Email: jpsabo@uw.edu

Responses must be submitted electronically as an e-mail attachment to the RFP Coordinator at the e-mail address listed. Attachments to e-mail shall use Microsoft products or be in PDF format. Zipped files cannot be used for submission of responses. The **cover submittal letter**, the **Certifications and Assurances** form, and the **Standard Contractual Provisions** must have a **scanned signature** of the individual within the organization authorized to bind the Supplier to the offer. UW does not assume responsibility for problems with Supplier’s e-mail. If UW’s e-mail is not working properly, appropriate allowances will be made.

Responses may not be transmitted using facsimile transmission:

3.2 Timetable

Solicitation Issue Date:	July 26, 2011
Closing Date for Vendor Inquiries:	July 29, 2011, 3:00PM, Local
DUE DATE FOR PROPOSALS:	August 4, 2011, Close of Business, 5:00 PM, Local

3.3 Vendor Inquiries

All questions concerning this solicitation must be submitted in writing to the Coordinator, citing the particular solicitation section and paragraph number. Depending upon the nature of the question and the response, copies of the question and response may be sent to all persons who received this solicitation. **Time is of the essence. Due to a compressed timeline, the University may elect not to respond to questions; therefore, Vendors should be prepared to submit a proposal based solely on the information in the solicitation.** The closing date for questions is specified in the timetable.

3.4 Clarification of Solicitation

If any discrepancies are found in this solicitation, the Coordinator may send written interpretations or addenda to all persons who received this solicitation. Addenda issued shall be incorporated into the Contract as necessary. The University shall not be bound by oral or unstated interpretations.

3.5 Modifications of Proposal

Modifications to proposals must be in writing and submitted no later than the date and time that proposals are due, as specified in the timetable.

3.6 Cost of Proposal

Costs incurred in preparing and presenting proposals or incurred in any other manner by Vendor in responding to this solicitation are the responsibility of the Vendor.

3.7 Withdrawal of Proposal

Vendor may withdraw its proposal by written request at any time prior to date of Announcement of Finalists.

3.8 Contract in Best Interest

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

3.9 Gratuities

In accordance with RCW 42.52, Ethics in Public Service, no gifts, gratuities or any item of economic value may be accepted by University employees. Vendors agree not to offer any such items to University employees.

3.10 Public Disclosure

The University is an agency of the State of Washington. Any documents submitted in response to this solicitation will become part of the public disclosure record and subject to public disclosure statutes.

No Obligation to Contract

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

Standard Contractual Provisions for Personal Services

The attached Standard Contractual Provisions, Attachment B, will automatically be incorporated into any contract award as a result of this solicitation. Vendors will make a positive statement that they understand and accept these terms and conditions. Any exceptions taken must be noted and alternative language submitted. In no event, is a Vendor to submit its own standard terms and conditions in response to this solicitation. The University will review requested exceptions and accept or reject the same at its sole discretion.

IV. PROPOSAL REQUIREMENTS

4.1 Purpose and Background

The University of Washington Tacoma seeks to create an innovative, user-friendly web environment by developing a web mobile experience that personalizes and recognizes the different relationships of users at the University. These users include both present and future students, faculty, staff, alumni, and donors. The University's goal is to create an integrated look and feel on the web across all academic and administrative units that ensures that this web environment is responsive to the needs of the University and especially its fund raising goals and campaigns and has the ability to stay current with advances in web and mobile technology.

The University believes in an open source philosophy. The optimal solution will leverage freely available open source software rather than proprietary or custom development. The current University site is built on a highly-customized Drupal 6 platform, with many sub-pages in ColdFusion or plain HTML. The University is in the process of transitioning its entire site to the Drupal CMS.

4.2 Scope of Work

The qualified Vendor will be expected to provide the following services:

- Build and implement a mobile version of the **main** UW Tacoma <http://www.tacoma.uw.edu/>
- Rollout and testing must be completed before autumn quarter classes begin in late September, 2011
- Site Planning, design, and programming services.
- Basic guidance on the maintenance of the system to University Staff
- Site must be accessible to all modern phones
iPhone, Android, Windows Phone 7, and older feature phones (Blackberry, Razr, Nokia)

- Site to allow users to quickly identify themselves by audience type and access key information of most likely relevance.
(prospective student, current student, alumni, parent, employee, etc)
- Website must use jQuery Mobile (or similar technology) to interface with Drupal open source CMS that the University can build on.
- Where feasible architecture is to support future IT-managed CMS development and integrating to existing UWT systems (email, LDAP, database, financial)
- Delivery, uploading, and installation of completed mobile website to University for internal hosting ready for the end user with all design and programming complete.

Scope of work Specifics:

- **Discovery:** Confirm audiences, objectives, graphic look and feel, navigation, technology issues, and assumptions, required functionality, and phasing.
- **Design and content**
Mobile site information architecture and user interface design.
Identify existing web content that can be used or additional web content that may be needed (Provided by UW)
- **Development Guidelines**
 - Determine goals and objectives of mobile website
 - Determine the information flow and organization of the mobile website.
 - ❖ Information and site maps
 - ❖ User role definitions (persona), user role-based use cases
 - ❖ Wireframes
 - ❖ Comps for both mobile web and mobile touch versions
 - Flexibility in layout and programming to easily update information and add features in the future.
 - Easy to manage after initial deployment
 - Web analytics, access to real-time reports on site performance, page access, etc.
 - Design for both smart phone (iOS, Android, Windows Phone) and feature phone accessibility (Blackberry, Nokia, etc)
 - Take advantage of social media networks (Twitter, Facebook, etc.) where appropriate
 - Branding Standards: Site and interface must be visually appealing, clear and easy to use, and meet all University branding standards and proper use of University marks.
 - Easy to Navigate _ The site should be easy to navigate, information should be grouped and presented in a logical manner based on persona.
 - Provide necessary software and licenses to maintain site internally
 - The web site design and all of its contents, software, source code, and architecture become property of the University.

University provided:

1. In house staff to assist the successful firm in identifying site copy, audience priorities, branding guidelines, and internal coordination.

2. Fully configured Linux, Apache, PHP, MySQL (LAMP) server for Contractor's remote or in-house use.

Budget

The University has planned budgeting of \$25,000 for this base scope of work

Completion Date

All work under this scope of work must be completed and available for use by the UW at the start of classes, Fall Quarter, by September 16, 2011

The UW reserves the right to expand the scope as required to complete the project.

The Vendor agrees to provide these services at the base rate and fee structures identified in 4.3 below.

4.3 Format

Proposals may not exceed [**ten (10)** pages in length,] single-sided (or five pages, double-sided). Font shall be no smaller than 11 (eleven) point. The page limit does not include documents from this solicitation that are to be submitted with Vendor's proposal. Please do not attach any promotional materials. Proposals must be submitted in the following format:

Vendor Qualifications.	Describe Vendor's qualifications, and experience providing comparable services for other clients (especially for a University or other major institution).
Expertise, Emphasis.	Vendor statement describing work ethic, style and approach to problem solving, and project strategy, planning development, and implementation
Personnel.	List number of staff and their qualifications, including education, professional affiliations and designations, certifications, and background, of the individual(s) who are proposed for providing services.
References	Provide a minimum of three (3) references from clients who have received comparable services. Include client name, address, phone number, and type of service received.
Fees/Rates.	Indicate the hourly billing rate(s) and identify any direct reimbursable expenses which Vendor expects to incur if selected.
Technical Proposal	Provide a technical proposal which includes the following elements: 1. Demonstrate understanding of the Scope of Work 2. A Work Plan Detailing how the Project Tasks, Project Schedule, Deliverables will be accomplished.
Conflict of Interest	Vendor should disclose any identifiable potential conflict of interest.
Selection Terms and Conditions.	Vendor must affirmatively state that terms and conditions will be followed. See Section 6 of this solicitation.
MWBE Participation.	A completed and signed minority and women owned business response form, in the form attached.

V. SELECTION OF VENDOR

5.1 Evaluation

A committee consisting of University personnel will evaluate all proposals.

5.2 Interviews

During evaluation, the selection team reserves the right to request an interview with the Vendor(s) for clarification of technical points or an interpretation of the financial data contained in the Vendor's proposal.

5.3 Summary of Selection Criteria.

In determining the "apparent successful Vendor", in addition to cost, selection will be based upon the overall merit and best value to the University, in its sole judgment, taking into consideration the Vendor's compliance with the requirements of this solicitation, and taking into consideration the Vendor's response to the following:

- A. The ability, capacity, and skills of the Vendor to perform the contract or provide the service required.
- B. Demonstrated background and experience of the firm or individual related to the stated requirements;
- C. Vendor statement describing work ethic, style and approach to problem solving, and project strategy, planning development, and implementation;
- D. Accessibility and expertise of the proposed assigned personnel;
- E. Similar work completed by the firm and the principals proposed to be assigned to the work;
- F. The quality of performance of previous contracts or service.
- G. Quality of the proposal, including thoroughness, detail and adherence to format requirements.
- H. Fees/Rate structure.
- I. Content of Interview, if one occurs, per 5.2 above.
- J. Such other information as may be deemed relevant.

5.4 Minority and Women Business Enterprise Participation

In accordance with chapter 39.19 RCW, the University 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. Any affirmative action requirements set forth in federal regulation or statutes included or referenced in the contract documents will apply.

The established annual procurement participation goals for this solicitation are MBE 6% and WBE 4%. For information on certified firms, Suppliers may contact OMWBE at 360/753-9693 or <http://www.omwbe.wa.gov>."

5.5 U.S. Small Business Participation

Participation in contracts for goods and services is encouraged by firms which qualify under definitions by the U.S. Small Business Administration as small business (SB), or small disadvantaged business (SDB), or small women owned business (WOB).

The percentage listed below is voluntary. No preference will be included in the evaluation of bids/proposals. Participation in University contracts may be either direct as the Bidder in response to this solicitation, or as a subcontractor to a Bidder.

Voluntary U.S. Small Business goals for this solicitation are 15% SB/SDB/WOB

5.6 Payment and Method of Payment

There will be **no payment in advance**. The University of Washington's payment terms are Net 30 days. Vendor may invoice a maximum of 1% per month on the amount overdue. The UW utilizes electronic payment methods in its transactions. The successful contractor will be provided information by the UW to authorize such payments.

VI. TERMS AND CONDITIONS

6.1 Term of Contract

It is the intent of the University of Washington to enter into an initial 1 year agreement. The contractor shall not interpret the contract period as a set period. Extensions to this contract shall be made by mutual consent and acceptance thereafter

6.2 Non-Endorsement

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

6.3 Ownership/Rights in Data

Purchaser and Vendor agree that all data and work products (collectively called "Work Product") produced pursuant to this Contract shall be considered work made for hire under the U.S. Copyright Act, 17 U.S.C. §101 *et seq*, and shall be owned by Purchaser. Vendor is hereby commissioned to create the Work Product. Work Product includes, but is not limited to, discoveries, formulae, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, Software, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, to the extent provided by law. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product.

If for any reason the Work Product would not be considered a work made for hire under applicable law, Vendor assigns and transfers to Purchaser the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

Vendor shall execute all documents and perform such other proper acts as Purchaser may deem necessary to secure for Purchaser the rights pursuant to this section.

Vendor shall not use or in any manner disseminate any Work Product to any third party, or represent in any way Vendor ownership in any Work Product, without the prior written permission of Purchaser. Vendor shall take all reasonable steps necessary to ensure that its agents, employees, or Subcontractors shall not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.

Material that is delivered under this Contract, but that does not originate therefrom ("Preexisting Material"), shall be transferred to Purchaser with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, display, and dispose of such Preexisting Material, and to authorize others to do so except that such license shall be limited to the extent to which Vendor has a right to grant such a license. Vendor shall exert all reasonable effort to advise Purchaser at the time of delivery of Preexisting Material furnished under this Contract, of all known or potential infringements of publicity, privacy or of intellectual property contained therein and of any portion of such document which was not produced in the performance of this Contract. Vendor agrees to obtain, at its own expense, express written consent of the copyright holder for the inclusion of Preexisting Material. Purchaser shall receive prompt written notice of each notice or claim of copyright infringement or infringement of other intellectual property right worldwide received by Vendor with respect to any Preexisting Material delivered under this Contract. Purchaser shall have the right to modify or remove any restrictive markings placed upon the Preexisting Material by Vendor.

6.4 Patent and Copyright Indemnification

Vendor, at its expense, shall defend, indemnify, and save Purchaser harmless from and against any claims against Purchaser that any Product or Work Product supplied hereunder, or Purchaser's use of the Product or Work Product within the terms of this Contract, infringes any patent, copyright, utility model, industrial design, mask work, trade secret, trademark, or other similar proprietary right of a third party worldwide. Vendor shall pay all costs of such defense and settlement and any penalties, costs, damages and attorneys' fees awarded by a court or incurred by Purchaser provided that Purchaser:

- a. Promptly notifies Vendor in writing of the claim, but Purchaser's failure to provide timely notice shall only relieve Vendor from its indemnification obligations if and to the extent such late notice prejudiced the defense or resulted in increased expense or loss to Vendor, and
- b. Cooperates with and agrees to use its best efforts to encourage the Office of the Attorney General of Washington to grant Vendor sole control of the defense and all related settlement negotiations.

If such claim has occurred, or in Vendor's opinion is likely to occur, Purchaser agrees to permit Vendor, at its option and expense, either to procure for Purchaser the right to continue using the Product or Work Product or to replace or modify the same so that they become noninfringing and functionally equivalent. If use of the Product or Work Product is enjoined by a court and Vendor determines that none of these alternatives is reasonably available, Vendor, at its risk and expense, will take back the Product or Work Product and provide Purchaser a refund. In the case of Work Product, Vendor shall refund to Purchaser the entire amount Purchaser paid to Vendor for Vendor's provision of the Work Product.

Vendor has no liability for any claim of infringement arising solely from:

- a. Vendor's compliance with any design, specifications, or instructions of Purchaser;
- b. Modification of the Product or Work Product by Purchaser or third party without the prior knowledge and approval of Vendor; or
- c. Use of the product or Work Product in a way not specified by Vendor; unless the claim arose against Vendor's Product or Work Product independently of any of these specified actions.

6.5 Debriefing of Unsuccessful Proposers

Any Proposer 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 Solicitation Coordinator within three (3) business days after the Unsuccessful Consultant Notification is emailed to the Proposer. Debriefing requests must be received by the Solicitation Coordinator no later than 5:00 PM, local time, in Seattle, Washington on the third business day following the transmittal of the Unsuccessful Proposer 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 may be scheduled for a maximum of one hour.

Protest Procedure

Protests may be made only by Proposers who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Proposer is allowed three (3) business days to file a protest of the acquisition with the Solicitation Coordinator. Protests must be received by the Solicitation Coordinator no later than 5:00 PM, local time, in Seattle, Washington on the third business day following the debriefing. Protests may be submitted by email, but must then be followed by the document with an original signature.

Proposers 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 Proposers under this procurement.

All protests must be in writing, addressed to the Solicitation Coordinator, and signed by the protesting party or an authorized Agent. The protest must reference the Project Title, 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 UW 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) UW'S assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by the UW. The UW 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 Proposer that also submitted a proposal, such Proposer will be given an opportunity to submit its views and any relevant information on the protest to the Solicitation Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold the AGENCY's action; or
- Find only technical or harmless errors in the AGENCY's acquisition process and determine the AGENCY to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide the AGENCY 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.

If the AGENCY determines that the protest is without merit, the AGENCY will enter into a contract with the apparent successful contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

6.6 RFP Exhibits

Attachment A: Certifications and Assurances
Attachment B: Standard Contractual Provisions
Attachment C: Minority & Women's Business Enterprise (MWBE) and Federal Small Business Certification Response Form

To Be Completed and Returned with Vendors' Submittal

Attachment A

CERTIFICATIONS AND ASSURANCES

1. 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(s):
2. I/we declare that all answers and statements made in the proposal are true and correct.
3. 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.
4. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the UW without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
5. 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. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
6. I/we understand that the UW will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the UW, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
7. Unless otherwise required by law, the prices and/or cost data that 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.
8. 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.
9. 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.
10. I/we grant the UW the right to contact references and others, who may have pertinent information regarding the Proposer's prior experience and ability to perform the services contemplated in this procurement.
11. 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.

Signature of Proposer

Title

Print Name

Date

Attachment B

TO BE SIGNED AND RETURNED WITH PROPOSAL

**STANDARD CONTRACTUAL PROVISIONS
To University of Washington Personal Service Contract**

1. DEFINITIONS

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

- A. "UW" shall mean the Board of Regents of the University of Washington, any division, section, office, unit, or other entity of the UW, or any of the officers or other officials lawfully representing UW.
- B. "UW" The UW is the University of Washington that is issuing this RFP, RFQ, RFQQ or RFI.
- C. "CONSULTANT" Individual or company submitting a proposal in order to attain a contract with the UW.
- D. "CONTRACTOR" Individual or company whose proposal has been accepted by the UW and is awarded a fully executed, written contract.
- E. "PROPOSAL" A formal offer submitted in response to this solicitation.
- F. "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.

2. ACCESS TO DATA

In compliance with RCW 39.29.080, the CONTRACTOR shall provide access to data generated under this contract to UW, 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.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the UW. Vendor shall bill in arrears for services or goods received by UW. Payment term is Net 30 days, upon receipt of invoice by UW'S Accounts Payable Department.

4. AMENDMENTS

Any changes to this contract may be made only upon mutual agreement of the parties in writing.

5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The CONTRACTOR must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

6. 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 UW.

7. 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.

8. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The CONTRACTOR shall not use or disclose any information concerning the UW, 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 UW, or as may be required by law.

9. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the UW may, in its sole discretion, by written notice to the CONTRACTOR, terminate this contract if it is found after due notice and examination by the UW that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

In the event this contract is terminated as provided above, the UW 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 UW 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 UW makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

10. COMPLIANCE WITH CIVIL RIGHTS LAWS

During the performance of this Contract, the Contractor shall comply with all federal and applicable state nondiscrimination laws, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. 12101 *et seq.*; the Americans with Disabilities Act (ADA); and Title 49.60 RCW, Washington Law Against Discrimination. In the event of the Contractor's noncompliance 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 UW. The Contractor shall be given a reasonable time in which to cure noncompliance. In addition to the cancellation of this Contract, Contractor may be subject to penalties under federal and state law.

11. CONTRACTOR PERFORMANCE

CONTRACTOR warrants that the work and services shall be performed with that degree of skill, care and judgment customarily accepted as sound, quality, professional practice and that the CONTRACTOR shall exercise sufficient diligence to insure the technical correctness and accuracy of the work and services. All of the services required shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully competent, qualified and, if required, authorized or permitted under state and local law to perform such services.

12. 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 UW. The UW 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 UW 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 UW a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The CONTRACTOR warrants and represents that CONTRACTOR has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the UW.

The CONTRACTOR shall exert all reasonable effort to advise the UW, 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 UW 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 UW shall have the right to modify or remove any restrictive markings placed upon the data by the CONTRACTOR.

13. 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 UW shall have the right, in the event of breach of this clause by the CONTRACTOR, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

14. DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

15. DATA SECURITY If, during the course of the performance, administration, or maintenance of this contract, or any extension or renewal thereof, Contractor acquires, uses, or otherwise obtains access to ‘University Data’ or ‘Confidential Data’ as those terms are defined in the UW’s Data Security Addendum, a copy of which is available at <http://www.washington.edu/admin/purchstores/docs/security.pdf> and is incorporated herein, then the UW and Contractor agree that all of the terms and conditions of the UW’s Data Security Addendum shall apply.

16. DISPUTES

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with UW.

1. The request for a dispute hearing must:
 - Be in writing;
 - State the disputed issue(s);
 - State the relative positions of the parties;
 - State the CONTRACTOR’S name, address, and contract number; and
 - Be mailed to the UW and the other party’s (respondent’s) contract manager within 3 working calendar days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester’s statement to both the UW and the requester within 5 working calendar days.
3. The UW shall review the written statements and reply in writing to both parties within 10 working calendar days. The UW may extend this period if necessary by notifying the parties.
4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this contract shall be construed to limit the parties’ choice of a mutually acceptable Alternative Dispute Resolution (ADR) method in addition to the dispute resolution procedure outlined above.

17. DUPLICATE PAYMENT

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

18. ENTIRE AGREEMENT

The contract document, including the original solicitation, addenda and subsequently issued convenience contract, agreements, work requests, work orders, and/or any change notices, comprises the entire integrated agreement between the UW and the Contractor. The UW reserves the right to reject proposals that offer or include alternate or additional terms and conditions.

19. EXAMINATION OF RECORDS

Vendor warrants that until the expiration of four (4) years, after furnishing of services under this contract, he shall upon written request make available to the Secretary of the Department of Health and Human Services or the Comptroller of the United States or any of their duly-authorized representatives, this contract and books, documents and records of the Vendor that are necessary to verify the nature and extent of costs under this contract.

20. FEDERAL EXCLUSION CLAUSE

CONTRACTOR represents and warrants that it is not excluded from participation and is not otherwise ineligible to participate in a “Federal Health Care Program” as defined in 42 U.S.C. 1320a-7b(f) or in any other government payment program. If the CONTRACTOR is excluded from participation, or becomes otherwise ineligible to participate in any such program during the term for any contract, the CONTRACTOR shall notify UW in writing within three days after such event, and upon the occurrence of such event, whether or not such notice is given to UW, UW shall immediately terminate this agreement upon written notice to the CONTRACTOR.

21. FEDERAL GOVERNMENT TERMS AND CONDITIONS

The attached Federal Government Terms and Conditions (REV. 03/2005) as well as the Terms and Conditions on the reverse side of the purchase order, are a part of this contract.

22. FORCE MAJEURE

Definition: Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences.

Notification: If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this contract.

Rights Reserved: The UW reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against the UW.

23. 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 King County.

24. HIPAA

CONTRACTOR agrees to comply with the Health Insurance Portability and Accountability Act. If CONTRACTOR'S provision of goods and services requires the use of protected health information then the Business Associate Privacy Addendum terms and conditions shall apply and are hereby incorporated and acceptance of this contract constitutes acceptance of the Business Associate Privacy Addendum in its entirety.

25. INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend and hold harmless UW, its regents, agents and employees, 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 expressly agrees to indemnify, defend and hold harmless the UW for any claim arising out of or incident to CONTRACTOR'S or any subcontractor's performance or failure to perform the contract.

26. 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 UW. The CONTRACTOR will not hold himself/herself out as or claim to be an officer or employee of the UW or of the UW 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.

27. INDUSTRIAL INSURANCE COVERAGE

The CONTRACTOR shall comply with the provisions of Title 51 RCW, Industrial Insurance or worker's compensation laws applicable to the operational jurisdiction. 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 Title 51 RCW, UW may collect from the CONTRACTOR the full amount payable to the Industrial Insurance accident fund. The UW may deduct the amount owed by the CONTRACTOR to the accident fund from the amount payable to the CONTRACTOR by the UW 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 right to collect from the CONTRACTOR.

28. INSURANCE REQUIREMENTS

Prior to the commencement of work/service/operations under this purchase order/contract, CONTRACTOR shall provide the University of Washington, Purchasing Department, at 3917 University Way NE, Seattle, WA 98105-6692, with a certificate of insurance evidencing proof of insurance coverage in the amounts stated herein. The **Board of Regents of the University of Washington** shall be named as an additional insured. All policies shall contain an appropriate severability of interests clause.

CONTRACTOR will provide insurance of at least the following types and amounts:

- Commercial General Liability Insurance
 - \$1,000,000 per occurrence
 - \$2,000,000 aggregate
 - \$100,000 fire legal liability
- Automobile Liability Insurance
 - If services delivered pursuant to this contract involve the use of vehicles, either owned, unowned or hired by the CONTRACTOR, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, and owned, unowned and hired vehicles should be covered. A Combined Single Limit for bodily injury and property damage is acceptable.
- Professional Liability/Errors and Omissions Insurance
 - In the event that services delivered pursuant to this Contract, either directly or indirectly, involve or require providing professional services, Professional Liability/Errors and Omissions Insurance shall be required instead of Commercial General Liability insurance. The CONTRACTOR shall maintain minimum limits of no less than \$2,000,000 per occurrence and \$3,000,000 aggregate.
- Foreign Liability Insurance (If Applicable)
 - Coverage shall include:
 - International Commercial General Liability coverage with limits of at least \$5,000,000 per occurrence, including products/completed operations coverage
 - International voluntary workers' compensation coverage per statutory requirements
 - International auto liability insurance with limits of at least \$1,000,000 per occurrence

CONTRACTOR shall submit to UW within 15 days of the contract effective date, a certificate of insurance that outlines the coverage and limits defined in this section. CONTRACTOR shall submit renewal certificates as appropriate during the term of the contract.

29. INVOICE REQUIREMENTS

CONTRACTOR will submit invoices that will include such information as is necessary for the UW to determine the exact nature of all expenditures and shall reference the following:

1. Purchase Order Number
2. Description of service completed
3. Dates of when work was performed
4. Breakdown of rates
5. Number of hours worked.

The UW will audit invoices and authorize payment for those services received that are acceptable and in accordance with the contract terms and conditions. Incorrect or incomplete invoices will be returned by the UW to the CONTRACTOR for correction and reissue.

If UW fails to make timely payment, CONTRACTOR may invoice the UW one percent (1%) per month on the amount overdue or a minimum of \$1.00. Payment will not be considered late if a check or warrant is postmarked within thirty (30) calendar days of receipt of properly prepared invoices.

30. 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.

31. LIMITATION OF AUTHORITY

Only the UW or AGENT'S delegate by writing (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. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the UW.

32. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS



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 UW. 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.

33. NONDISCRIMINATION

During the performance of this contract, the CONTRACTOR shall comply with all federal and state nondiscrimination laws, regulations and policies.

34. PRICE WARRANTY

CONTRACTOR warrants that prices charged to UW are based on CONTRACTOR'S current catalog or market prices of commercial items sold in substantial quantities to the general public and prices charged do not exceed those charged by CONTRACTOR to other customers purchasing the same item in like or comparable quantities.

35. 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 UW 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 UW for any damages related to the CONTRACTOR'S unauthorized use of personal information.

36. PUBLICITY

The CONTRACTOR agrees to submit to the UW all advertising and publicity matters relating to this contract wherein the UW'S name is mentioned or language used from which the connection of the UW'S name may, in the UW'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 UW.

37. PUBLIC DISCLOSURE

It is a vital University's interest to protect the integrity of the contracting process. As such, proposals will not be disclosed until after award and signing of the Personal Service Agreement (if applicable). It is the University's duty to conduct business in such a way as to protect the public. In order to so protect, the UW will not disclose proposals before a contract is signed. This will ensure fair competition without undue advantage to any vendor leading to private gain and public loss.

Any document(s) or information which the vendor believes is exempt from public disclosure (RCW 42.17.310) shall be clearly identified in their response and placed in separate envelope marked with RFP number, vendor's name, and words "Proprietary Data" along with a statement of the basis for such a claim of exemption.

The UW's sole responsibility shall be limited to maintaining the above data in a secure area and to notify vendors of any request(s) for disclosure within a period of five (5) years from the date of award. Failure to so label such materials or failure to provide a timely response after notice of request for public disclosure has been given, shall be deemed a waiver by the vendor of any claim that such materials are, in fact, so exempt. Confidentiality is available only to the limited extent allowed under state law.

38. 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 UW, personnel duly authorized by the UW, 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.

39. REPORTS

The CONTRACTOR must provide to the UW any interim technical reports concerning the progress of the work that may be requested and a final technical report due within 30 days after the end of the Performance Period.

40. REGISTRATION WITH DEPARTMENT OF REVENUE

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.

41. RIGHT OF INSPECTION

The CONTRACTOR shall provide right of access to its facilities to the UW, 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.

42. SAVINGS

If a lower price can be identified on a repeated basis, the UW reserves the right to renegotiate the pricing structure of this agreement. In the event such negotiations fail, the UW reserves the right to delete such item(s) or service from the contract.

43. 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.

44. SITE SECURITY

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

45. SPECIAL TERMS AND CONDITIONS

The **University of Washington Board of Regents** hereinafter called "University" has entered into a Contract with the United States of America, hereinafter called "Government". This contract is entered into in furtherance of the performance of the work provided for in said Contract.

The services covered by this contract shall be furnished by Vendor, subject to all the terms and conditions set forth in this contract including the Standard Contractual Provisions and these special terms and conditions. The Vendor, in accepting this contract, agrees to be bound by and to comply with all terms and conditions.

46. SUBCONTRACTING

Neither the CONTRACTOR nor any SUBCONTRACTOR shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the UW. In no event shall the existence of the subcontract operate to release or reduce the liability of the contractor to the UW 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. The CONTRACTOR agrees that all SUBCONTRACTORS shall be agents of the CONTRACTOR and the CONTRACTOR agrees to hold the UW harmless hereunder for any loss or damage of any kind occasioned by acts or omissions of the CONTRACTOR'S SUBCONTRACTORS, their agents or employees.

Additionally, the CONTRACTOR is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement 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 UW or as provided by law.

47. SUBCONTRACTS

Vendor agrees to include the above requirements for access to records in all subcontracts entered into to carry out the services covered by this contract if the value of such subcontract is \$10,000 or more over a twelve month period.

48. TAXES

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

49. TERMINATION FOR CAUSE

In the event the UW determines the CONTRACTOR has failed to comply with the conditions of this contract in a timely manner, the UW has the right to suspend or terminate this contract. Before suspending or terminating the contract, the UW shall notify the CONTRACTOR in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, 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 UW 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 UW 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 UW provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

50. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this contract, the UW may, by 30 calendar days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this contract is so terminated, the UW 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.

51. TERMINATION FOR NON-APPROPRIATION OF FUNDS

If this contract is dependent on funding from other sources and that funding is withdrawn, reduced, or limited in any way before the normal completion of this contract, UW may terminate the contract under the "Termination for Convenience" clause, without the 30 days notice requirement, subject to renegotiation at UW discretion under any new funding limitations and conditions.

52. TERMINATION PROCEDURES

Upon termination of this contract, the UW, in addition to any other rights provided in this contract, may require the CONTRACTOR to deliver to the UW 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 UW shall pay to the CONTRACTOR the agreed upon price, if separately stated, for completed work and services accepted by the UW, and the amount agreed upon by the CONTRACTOR and the UW 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 UW, and (iv) the protection and preservation of property, unless the termination is for default, in which case the UW shall determine the extent of the liability of the UW. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The UW may withhold from any amounts due the CONTRACTOR such sum as the UW determines to be necessary to protect the UW against potential loss or liability.

The rights and remedies of the UW provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the UW, 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 UW, in the manner, at the times, and to the extent directed by the UW, all of the rights, title, and interest of the CONTRACTOR under the orders and subcontracts so terminated, in which case the UW has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the UW to the extent UW may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to the UW and deliver in the manner, at the times, and to the extent directed by the UW any property which, if the contract had been completed, would have been required to be furnished to the UW;
6. Complete performance of such part of the work as shall not have been terminated by the UW; and
7. Take such action as may be necessary, or as the UW may direct, for the protection and preservation of the property related to this contract, which is in the possession of the CONTRACTOR and in which the UW has or may acquire an interest.

53. TREATMENT OF ASSETS

- A. Title to all property furnished by the UW shall remain in the UW. Title to all property furnished by the CONTRACTOR, for the cost of which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the UW upon delivery of such property by the CONTRACTOR. Title to other property, the cost of which is reimbursable to the CONTRACTOR under this contract, shall pass to and vest in the UW upon (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 UW in whole or in part, whichever first occurs.
- B. Any property of the UW furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by the UW, be used only for the performance of this contract.
- C. The CONTRACTOR shall be responsible for any loss or damage to property of the UW that results from the negligence of the CONTRACTOR or that 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 UW property is lost, destroyed or damaged, the CONTRACTOR shall immediately notify the UW and shall take all reasonable steps to protect the property from further damage.
- E. The CONTRACTOR shall surrender to the UW all property of the UW 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.

54. WAGES

CONTRACTOR warrants that it shall comply with all applicable state and federal laws and regulations regarding wages and hours, including but not limited to workers compensation coverage, prevailing Wages, the Fair Labor Standards Act, and regulations promulgated by the U.S. Department of Labor. The Contractor shall defend, indemnify and hold the University harmless from any damages or claims that may result from Contractor's failure to comply.

55. 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 UW.

AGREED TO THIS DATE:

The Standard Contractual Provisions as forwarded with the solicitation are agreed to in whole by the undersigned, and will become part of any contract resulting from this solicitation.

NOTE: THIS DOCUMENT IS TO BE SIGNED AND RETURNED WITH ALL SOLICITATIONS.

Vendor Name:



X

Signature

Printed Name

Title

Date

NOTE: THIS DOCUMENT IS TO BE SIGNED AND RETURNED WITH SUBMITTAL.

To Be Completed and Returned with Vendors' Submittal

RESPONSE FORM
Minority & Women's Business Enterprise (MWBE) and
Federal Small Business Certification

The voluntary goals for MWBE participation in this contract are stated in the attached solicitation.

INSTRUCTIONS: Complete & Sign this Response Form. Return with your submittal to this solicitation.

Complete Part 1 below if: Supplier is certified by the State of WA Office of Minority and Women's Business Enterprises (OMWBE)

Complete Part 2 below if: Supplier is proposing to subcontract or joint venture with State of WA OMWBE certified Minority Business Enterprises (MBE's) or Women's Business Enterprises (WBE's)

Complete Part 3 below if: Supplier proposes NO State of WA MWBE participation

Complete Part 4 below if: Supplier qualifies as a Federal Small Business.

1. State of Washington OMWBE Certification:
Respondent supplier is certified by the State of Washington OMWBE as: (Check as applicable)

☐ MBE	☐ Both Minority and Woman Owned
☐ WBE	☐ Combination 50% Minority / 50% Woman Owned
2. MWBE Subcontract Participation:
Respondent supplier proposes to include certified MWBE's in the contract as described below:

Name(s) of Participating MWBE: _____

Description of Participation: _____

Dollar amount of Participation: \$_____ Contract Percentage of Participation: ____%
3. NO MWBE Participation Proposed:
☐ No certified MWBE participation is proposed.
4. Federal Small Business Certification Response
Please check the appropriate box: ☐ Small Business ☐ Small Woman Owned

☐ Small Disadvantaged Business ☐ Other _____

Include NAICS (North American Industry Classification System) code, if known: #_____

X _____
SIGNATURE of Respondent or authorized representative Title Date

For Additional Information on State and Federal Certifications, See Next Page.

State of Washington Minority and Women's Business Enterprises Participation

General Statement:

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW the State of Washington encourages participation in all of its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE) (360) 753-9693 or toll free at (866) 208-1064 or online at <http://www.omwbe.wa.gov>." Participation may be either on a direct basis in response to this solicitation/invitation or as a subcontractor to a Supplier/Proposer.

However, unless required by federal statutes, regulations, grants or contract terms referenced in the contract documents, no preference will be included in the evaluation of bids/proposals. No minimum level of MWBE participation shall be required as a condition for receiving an award and bids/proposals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.

Record Keeping:

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

Affirmative Efforts To Increase Participation By MWBE's:

Advertise opportunities for subcontractors or suppliers in a manner reasonably designed to provide MWBEs capable of performing the work with timely notice of such opportunities, and include a provision encouraging participation by MWBE bids/proposals directly from MWBEs.

1. Provide MWBEs that express interest with adequate and timely information about plans, specifications, and requirements of the Contract.
2. Break down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by MWBEs and other small businesses.
3. Establish delivery schedules, where the requirements of this contract permit, that encourage participation by MWBEs and other small businesses.
4. Reduce bonding requirements where practicable
5. Utilize the services of available minority community organizations, minority contractors groups, local minority assistance offices and organizations that provide assistance in the recruitment and placement of MWBEs and other small businesses.
6. The actions described in this section should supplement efforts to provide information to all qualified firms, and nothing in this section is intended to prevent or discourage Suppliers, Proposers, or Contractors from inviting proposals for participation from non-MWBE firms as well as MWBE firms.

Non-discrimination:

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

Federal Small, Small Disadvantaged or Small Woman Owned Business Certification:

In accordance with Public Law 95-507, Federal Contracts that contain Federal Acquisition Regulations (FAR) clause 52.219-8 (Utilization of Small Business Concerns and Small Disadvantaged Business Concerns) impose requirements regarding subcontracting with small businesses and small business subcontracting plans. Refer to FAR 19.001 for guideline definitions.

With regards to certification, the Small Business Administration (SBA) classifies small businesses on an industry-by-industry basis, utilizing a Standard Industrial Classification (SIC) code as described in the Code of Federal Regulations (CFR) Title 13, Part 121. The offeror certifies that the information is true and understands that whoever, for the purpose of securing a contract or subcontract is accountable under Public Law 99-661 and the CFR Title 13, Part 124 & 125.

If a firm misrepresents the status of any concern or person as a small business owned and controlled by a minority or woman owned business, they shall (1) be punished by imposition of a fine, imprisonment, or both; (2) be subject to administrative remedies including suspension and disbarment; and (3) be ineligible for participation in programs conducted under the authority of the Small Business Act.

If you need assistance in determining whether your business is considered to be small, contact the Seattle branch of the U.S. Small Business Administration at (206) 553-7310, or the University's Representative at (206) 543-0847