



# **Community Colleges of Spokane**

## **Request for Proposals**

**1A00-19381**

**Personal Services for  
Development of On-line and Classroom  
Honors College  
Curriculum & Program  
Utilizing Canvas LMS or Similar Platform**

Rod Ramer  
Purchasing Manager & RFP Coordinator  
(509) 434-5325  
[rod.ramer@ccs.spokane.edu](mailto:rod.ramer@ccs.spokane.edu)

# Table of Contents

	Page
I. Introduction.....	1
II. Scope of Work.....	1
III. Community Colleges of Spokane Background.....	2
..	
IV. Schedule of Events.....	3
V. Instructions to Bidders.....	4
VI. Proposal Contents.....	7
VII. Evaluation and Contract Award.....	12
VIII. Provision for Participation by WIPHE.....	15
IX. Attachment 1 – Certifications & Assurance.....	18
X. Attachment 2 - Standard Form OFM Personal Services Contract.....	19

## **I. INTRODUCTION**

Community Colleges of Spokane, hereafter referred to as “CCS,” is seeking proposals for personal (consulting) services for a content, and student services solutions provider that focuses on the development of a two year honors college or program or courses in accordance with the scope of work, service requirements, and terms and conditions set forth in this Request for Proposal (“RFP”). This RFP is designed to provide interested bidders with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal’s content or exclude any relevant or essential data. Bidders are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement. CCS reserves the right to select multiple consultants or service providers in fulfilling its needs.

## **II. SCOPE OF WORK**

CCS wishes to build an honors college which will include both face-to-face and online classes utilizing Canvas LMS or a similar distance learning management program to accelerate its development of existing honors program and courses. CCS has a preference for personal service providers who have demonstrated expertise with college honors program that are taught both face-to-face and online using Canvas LMS or similar distance learning management programs including expertise in: developing program content, coaching and mentoring faculty and other college personnel regarding instruction strategies for this type of specialized programs; and developing effective marketing, recruitment, and retention mechanisms for students enrolling in these types of programs. Also, CCS has a preference for college retention companies and/or solution providers that focus on two year honors programs at community colleges. In addition, the winning bidder will be dedicated to helping CCS create, expand, and market our honors educational offerings without conflict with other Agreements or lines of business. CCS is seeking successful bidder(s) that are able to demonstrate the ability to deliver comprehensive, best-in-class advice, personal services that serve CCS’s development of an honors college, that includes both face-to-face and online classes utilizing Canvas LMS or similar distance learning management program with clear expertise in the following areas: honors college best practices, honors college curriculum development, marketing of honors program, recruitment of qualified honors program students, mentoring and coaching of faculty and other personnel, technology integration, student services, college transfer services, career coaching for students, and course design resources.

CCS’s goal, when implemented, is to provide expanded online, on-ground and hybrid educational offerings using Canvas LMS or a similar distance learning management program that will result in the development of an honors college and courses resulting in increased enrollment and revenue for CCS while maintaining service levels that are essential to the attainment of CCS’s mission and strategic goals.

The project includes both Spokane Falls Community College and Spokane Community College. While the scope of the entire honors program project is broad, this RFP is limited to those essential support services that serve the needs of the honors student population. The enrollment, career coaching and honors courses will be limited to students who enroll in the honors college and courses and normally will not be offered to CCS’s general student population. CCS reserves the right to expand the services offered to non-honors students as appropriate.

CCS's timetable for this project is as follows:

**Summer 2012:** Course development and student recruitment.

**Fall 2012:** Pilot three to five honors classes for goal of 100 students and selective student services support.

**Fall 2012 through Spring 2013:** Honors college planning, scope, design, continued course development, marketing and recruitment.

**Fall 2013:** Begin honors college program with small first cohort towards goal of eventual 300 student program.

A final timeline will be developed in conjunction with the successful bidder(s).

Specific elements of work to be performed by the successful bidder(s) include:

- 1) Training and advising of faculty in development and production of honors classes which will be offered both face-to-face and online using Canvas LMS or a similar distance learning management program;
- 2) Training and coaching of faculty/staff in effective use of technology platforms to be employed in honors program delivery;
- 3) Student recruitment and retention activities, focusing on students that desire a high quality honors college experience with a high probability of transfer opportunities;
- 4) Coaching and mentoring of honors students towards program completion;
- 5) Consulting or delivery of 24/7/365 faculty and staff technology use support and completion services;
- 6) Development of honors college marketing program;
- 7) Such other agreed upon deliverables with timelines and resource allocations as may be mutually agreed to by the parties.

Any additional learning technology support will be provided by vendor, and outlined in subsequent contract language.

### **III. COMMUNITY COLLEGES OF SPOKANE BACKGROUND**

Founded in 1963, CCS is a dynamic community college district serving some 38,600 students a year, spread across a six-county, 12,300-square-mile service district in Eastern Washington.

Along with traditional college campuses like Spokane Community College and Spokane Falls Community College, CCS also delivers a variety of educational programs through the versatile Institute for Extended Learning, which coordinates rural outreach, business and community training, adult literacy services – and Spokane County Head Start/ECEAP/Early Head Start! All in all, CCS is a vibrant, comprehensive learning community – with educational opportunities for students of all ages and abilities.

**Spokane Falls Community College (SFCC)** is one of two accredited institutions that comprise the CCS. In addition to serving a large urban and suburban population, the college and district provide educational services to rural communities throughout a six-county, 12,300 square-mile region through the Institute for Extended Learning (IEL). The SFCC head count is approximately 9,465 and transfers 840 to four year colleges and universities.

Spokane Falls Community College offers students:

- A large liberal arts/transfer program (approximately 65% of the total enrollment)
- State-of-the-art professional/technical programs (22%)
- Developmental courses in Math and English (13%)

**Spokane Community College (SCC)** is the other institution of CCS. Also established in 1963, SCC currently serves 7,000 full-time equivalent students - which equates to approximately 13,000 headcount students - enrolled in career and technical as well as transfer programs. SCC offers one of the largest arrays of career and technical programs in the Pacific Northwest, as well as academic transfer programs.

Career and technical education programs at CCS provide avenues for students to enter high-skill and potentially high-wage occupations or transfer to university programs. These programs are developed with business and industry input and continued oversight from professionals actively employed in the occupations. Students are able to earn certificates of completion as well as Associate in Applied Science degrees.

#### **IV. SCHEDULE OF EVENTS**

April 27, 2012.....	RFP published and posted to “WEBS”
May 4, 2012.....	Deadline for bidders to submit questions regarding RFP. May be faxed to (509) 434-5340 or e-mailed to <a href="mailto:rod.ramer@ccs.spokane.edu">rod.ramer@ccs.spokane.edu</a>
May 11, 2012.....	CCS will respond to bidder’s questions, if any, via addendum
May 29, 2012.....	Proposals received by 3:00 PM Pacific Daylight Time
June 4, 2012.....	Identification of apparent successful bidder
June 18, 2012.....	Filing of proposed contract with Office of Financial Management (OFM) – ten day statutory period.
July 2, 2012.....	Effective date of new agreement

CCS reserves the right to modify this schedule for its convenience at any time.

## V. INSTRUCTIONS TO BIDDERS

To be considered, proposals must be submitted in accordance with the following instruction:

1. Preparation of Proposal:

- a. One fully executed copy of proposal and one digital copy (furnished on CD-ROM disc or flash drive) must be submitted in a sealed container with the bidder's company name, bid number and bid due date clearly marked on the front and received in the purchasing department on or before the date and time indicated in this solicitation. Late proposals will be rejected and returned unopened. CCS will not be responsible for bids delivered to any location other than the Purchasing Department, by courier, bidder or U.S. Postal Service. Bids must be in the hands of the Purchasing Department at the time and date of opening to be considered

**Return proposals via representative or via carrier to:**

Rod Ramer, Purchasing Manager & RFP Coordinator  
Community Colleges of Spokane  
Purchasing Department, Suite 226  
501 N Riverpoint Blvd  
Spokane WA 99202

**Or via U.S. Postal Service:**

Rod Ramer, Purchasing Manager & RFP Coordinator  
Community Colleges of Spokane  
Purchasing Department, MS 1007  
PO Box 6000  
Spokane WA 99217-6000

- b. Proposals shall be submitted in the format provided in this document, portions of which may be copied if required. Proposals must be word-processed and signed in ink by the bidder's authorized representative. Incomplete proposals will be rejected unless such omissions do not materially affect the proposal itself. Facsimile proposals will not be accepted. Data submitted shall be in the same order as requests for information appear in this request for proposal.
- c. Proposals must be submitted with all pages of the RFP intact. This bid document shall become a part of any bid awarded by contract. Do not omit any pages. Return completed document properly signed and executed on or before date and time of opening.

## 2. Responsibilities

- a. It is the bidder's responsibility to assure that the proposal is received by the CCS before the submittal due date and time.
- b. Bidders shall examine and understand this entire document and seek clarification from the Purchasing Manger if required.
- c. Bidder shall fully inform itself as to the facilities, conditions and limitations.
- d. Bidder shall include sufficient data to cover all items required by the agreement. Negligence in preparing a bid does not constitute the right of withdrawal after bid opening.

## 3. Inquiries

- a. In the event the bidder finds discrepancies in or omissions from the specifications, is in doubt as to their meaning, bidder shall address these in writing (facsimile or e-mail inquiries will be accepted) to the Purchasing Manager no later than May 4, 2012.
- b. In the event a potential bidder finds fault or structural defect in this RFP leading to a formal protest, it must be brought forward before award of any contract, and he shall submit objections in writing to the proposal manager no later than May 4, 2012.
- c. All inquiries shall reference the appropriate section and paragraph number of this document. The Purchasing Manager will send written clarification or addenda to all bidders no later than May 11, 2012.
- d. Only questions answered by formal, written addendum shall be binding and no questions will be accepted after May 4, 2012.

## 4. Modifications of Proposals

- a. No oral, telephone, facsimile or digital electronic proposals, or modifications shall be considered.
- b. Prior to submittal, proposal changes or modifications shall be initialed in ink by an authorized company representative.
- c. After submittal, at any time prior to RFP due date and time, the bidder may withdraw the proposal as long as such request is submitted in writing. RFP modifications must be submitted in writing prior to opening date and time.
- d. After the RFP opening, no proposal shall be altered, amended or withdrawn.

5. Public Record

- a. All proposals submitted become the property of the CCS and are a matter of public record.
- b. Public records are subject to the Public Records Act of RCW chapter 42.56. Parties asserting that certain information submitted is confidential or proprietary thereunder are cautioned that vending prices and rates of revenue returned to CCS may not be so designated; neither may entire proposals be so designated.

6. Minority and Women's Business Enterprises

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the State of Washington encourages participation in all its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation/invitation or as a subcontractor to a Bidder/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 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. Bidders may contact OMWBE to obtain information on certified firms for potential subcontracting arrangements.

7. Contract Format

The successful bidder will be expected to execute a contract in substantial conformance to the Office of Financial Management (OFM) standard personal services contract, attachment 2. Any contracts resulting from this RFP must be approved by OFM before any work may be performed.

8. Modification of Request for Proposals (RFP)

- a. CCS reserves the right to modify the terms and conditions of this Request for Proposals by addendum at any time prior to the submission deadline. Prospective bidders are cautioned that such addendums will be issued by posting to the State of Washington procurement website, found at <http://www.ga.wa.gov/WEBS>; should they choose to rely upon third party services to provide notice of such addendums, they do so at their risk and peril.
- b. CCS reserves the right to cancel this solicitation without award and without obligation of any manner to bidders.



## **VI. PROPOSAL CONTENTS**

Proposals must be submitted on eight and one-half by eleven inch (8 ½” x 11”) paper with tabs separating the major sections of the proposal. The four major sections of the proposal are to be submitted in the order noted below:

1. Letter of Submittal, including signed Certifications and Assurances (Attachment 1 to this RFP) and Business Information.
2. Management section
3. Technical section
4. Cost section

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the bidder in preparing a thorough response.

All items in this section must be included as part of the proposal for the proposal to be considered responsive, however, not all of these items are scored.

### **LETTER OF SUBMITTAL**

The Letter of Submittal and the attached Certifications and Assurances form (Attachment 1 to this RFP) must be signed and dated by a person authorized to legally bind the bidder to a contractual relationship, e.g., the president or executive director of a corporation, the managing partner of a partnership, or the proprietor of a sole proprietorship. Attach the Certifications and Assurances form to the Letter of Submittal.

### **BUSINESS INFORMATION**

- A. State the name of the company, address, phone number, fax number, e-mail address, legal status of entity (ownership) and year entity was established as it now substantially exists.
- B. Provide the firm’s Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue.
- C. Indicate how many employees are with the firm. Name the firm principles and their roles.
- D. Identify any state employees or former state employees employed by the bidder or on the bidder’s governing board as of the date of the proposal. Include their position and responsibilities within the bidder’s organization. If following a review of this information, it is determined by CCS that a conflict of interest exists, the bidder may be disqualified from further consideration for the award of a contract.
- E. If the bidder’s staff or subcontractor’s staff was an employee of the state of Washington during the past 24 months, or is currently a Washington State employee, identify the individual

by name, the agency previously or currently employed by, job title or position held, and separation date.

- F. If the bidder has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the bidder's non-performance or poor performance and the issue of performance was either: (a) not litigated due to inaction on the part of the bidder, or (b) litigated and such litigation determined that the bidder was in default.
- G. Submit full details of the terms for default, including the other party's name, address, and phone number. Present the bidder's position on the matter. CCS will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the bidder in the past five years, so indicate.
- H. List names, addresses, telephone numbers, fax numbers and e-mail addresses of three business references for whom work has been accomplished and briefly describe the type of service provided for them. The bidder must grant permission to CCS to contact the references and others who may have pertinent information. Do not include current CCS staff as references

## **MANAGEMENT SECTION**

The management section of the proposal must contain information that will demonstrate to the evaluation committee the bidder's understanding of the types of services proposed, the firm's ability to accomplish them, and the ability to meet tight timeframes.

In this section, bidder shall describe its ability to provide support services or consulting services in the design and implementation of an honors college program using Canvas LMS or a similar platform including: curriculum, faculty and staff training, recruitment of qualified students, marketing of honors program, student services staff training, and honors students coaching and mentoring.

This section is to contain at a minimum four parts: 1) business experience, 2) staff qualifications, 3) project approach and 4) minimization of conflict of interest.

In business experience, specifically address:

1. What experience does your team have in community college honors on-line and on-ground curriculum and faculty and staff development?
2. What experience does your team have using Canvas LMS or similar technology platforms?

3. What is your experience in marketing, recruiting, supporting and retaining honors students and an honors brand? This should include a description of career and transitions activities.
4. Describe the technological platform support/training your company will provide for faculty and other college personnel regarding on-line instruction using Canvas LMS or similar technology platforms.
5. What is your experience in working with community college associations such as Achieving the Dream, League for Innovation, Phi Theta Kappa, the American Association of Community Colleges, and associations governing the accreditation of institutions and curriculum?
6. What is your level of knowledge of national and state laws and policies governing higher education, particularly those governing student rights, education governance and reporting responsibilities, and collective bargaining and human resources issues?

In staff qualifications, specifically address:

1. Provide name(s) of the staff who would be assigned to this project, responsibilities, experience and length of engagement for each individual. Estimate the percentage of each individual's time that is scheduled to be spent on this project. Provide résumés for key project participants.
2. Describe the organization and reporting structure of the project staff.
3. List any sub-consultants you may want to include to complete your roster of services, describing the services they would provide and their relevant education and experience.

In project approach, specifically address:

1. What would be your methodology for developing and conducting the intended project, including each element of work outlined as activities in the Scope of Work section? Please include details on methods of recruitment and marketing to potential qualified CCS honors students.
2. How would you propose including Washington's Running Start Program with the honors college?
3. How would you provide coaching and mentoring to the honors college students?
4. How would you provide training to student services staff, and recruitment and retention staff?
5. What strategies would you employ to expand transfer options for the honors college students to four year colleges and universities?

6. What staffing, resources and data will you need for CCS to provide? Please estimate the expected weekly staffing allocation to the honors effort, excluding faculty instruction time.
7. Provide an accurate and realistic timeline to complete the project, including milestones, deliverables and checkpoint reviews, bearing in mind CCS's desire to begin a pilot program in the Fall 2012 academic quarter with full program implementation by Fall 2013 academic quarter.
8. Describe the training and development efforts your firm will expend to assist CCS's faculty and staff in designing high quality honors college programs and courses utilizing new formats and new techniques suitable for honors courses offered both face-to-face and online using Canvas LMS or a similar distance learning management program.
9. Include proof of certification issued by the Washington State Office of Minority and Women's Business Enterprises if certified minority-owned firm and/or women-owned firm(s) will be participating on this project.
10. Provide such other information as the bidder may deem pertinent to demonstrate its understanding of the project requirements and its capabilities to meet the needs of CCS as outlined.

In minimization of conflict of interest, specifically address:

1. Disclose any potential conflicts, including but not limited to, lines of business with other learning management systems, content providers or institutions of higher education that may cause a conflict with the development of the CCS honors college.
2. Discuss the ability of your firm and its employees to concentrate significantly on the CCS honors college.

## **TECHNICAL SECTION**

The technological section of the proposal should fully describe how the bidder intends to use technology support to deliver synchronous distance learning programs in the CCS environment and host online programs. Specifically address:

1. CCS is currently on the Angel Learning Management System (LMS) platform, and will be officially converting to Canvas LMS, and will need to have support for those as well as subsequent LMS. How would you propose to incorporate it for online, hybrid and face-to-face classes? Note that some faculty may opt to redirect students to alternate shareware or freeware learning management systems that may also be included in the curriculum. Also, please address methods of providing faculty support in relation to instructional design.
2. Describe your firm's experience in deploying technologies for fostering an online and smart mobile device community.

3. What other technologies would your firm employ to host the honors college environment?
4. How would your firm provide or how would you advise CCS to provide technical support for the honors college online program students, faculty, and staff on a 24/7/365 basis?
5. How would your firm provide or how would you advise CCS to provide individual learning plans and career and educational transition plans for each honors college student?

## **COST SECTION**

This section must detail all fees for services anticipated under the proposed contract. The fees are to represent fully weighted costs. This includes the hourly rates of staff that would be assigned to the project, administrative costs, local travel costs, or any other applicable fees that would be charged under this contract. *The full program is intended to be with "self-supported" students, not state FTE supported students.*

If bidder proposes to fund the up-front costs to accelerate development of the honors college curriculum and programs with a cost recovery model to recoup initial investment, describe the financial model and structure of this proposed arrangement.

The evaluation process is designed to award this procurement not necessarily to the bidder(s) of least cost, but rather to the bidder(s) whose proposal best meets the requirements of this RFP. Bidders are encouraged, however, to submit proposals which are consistent with state government efforts to conserve state resources.

Provide evidence of your company's financial feasibility to deliver the requirements of this proposal as well as its compliance with generally accepted accounting principles and local, state and federal law.

## VII. EVALUATION AND CONTRACT AWARD

### 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 to be designated by CCS, which will determine the ranking of the proposals.

CCS, at its sole discretion, may also elect to select the top-scoring firms as finalists for an oral presentation.

### CLARIFICATION OF PROPOSAL

The RFP Coordinator may contact the bidder for clarification of any portion of the bidder's proposal.

### EVALUATION WEIGHTING AND SCORING

The following weighting and points will be assigned to the proposal for evaluation purposes:

<b><u>Management Section</u></b>	<b>250 points</b>
Individual or Team Experience, including honors college, marketing, and faculty/student support.....	75 points (maximum)
Staff Qualifications.....	25 points (maximum)
Project approach.....	100 points (maximum)
Minimization of Conflict of Interest.....	50 points (maximum)
<b><u>Technical Section</u></b>	<b>100 points</b>
Approach to distance learning technology and ability to integrate with Canvas LMS.....	40 points (maximum)
Integration of smart mobile devices.....	20 points (maximum)
Program support 24/7/365.....	40 points (maximum)
<b><u>Cost Section</u></b>	<b>150 points</b>
Company's financial profile.....	20 points (maximum)
Fee for services and/or cost recovery program funding model.....	130 points (maximum)
<b>Grand Total</b>	<b><u>500 Points</u></b>

## **ORAL PRESENTATIONS MAY BE REQUIRED**

Oral presentations, if considered necessary by CCS, may be utilized in selecting the winning proposal. CCS, at its sole discretion, may elect to select the top-scoring firm(s) from the written evaluation for an oral presentation and contact the top-scoring firm(s) to schedule a date, time and location for an oral presentation. Commitments made by the bidder at the oral interview, if any, will be considered binding.

If utilized, evaluation of the oral presentation shall determine the apparently successful bidder.

## **NOTIFICATION TO PROPOSERS**

Firms whose proposals have not been selected for further negotiation or award will be notified by FAX or by e-mail.

## **DEBRIEFING OF UNSUCCESSFUL PROPOSERS**

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. The request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the Intent to Award letter is faxed/e-mailed to all bidders. The debriefing must be held within three (3) business days of the request.

Discussion will be limited to a critique of the requesting bidder's proposal. 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.

## **PROTEST PROCEDURE**

This procedure is available to bidders who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the bidder is allowed three (3) business days to file a protest of the acquisition with the RFP Coordinator. Protests may be submitted by facsimile, but should be followed by the original document.

Bidders 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 Bidders under this procurement.

All protests must be in writing and signed by the protesting party or an authorized Agent. The protest must state 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. All protests shall be addressed to the RFP Coordinator.

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 the evaluator
- Errors in computing the score
- Non-compliance with procedures described in the procurement document or CCS 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) CCS's assessment of its own and/or other agencies' needs or requirements.

Upon receipt of a protest, a protest review will be held by CCS. The CCS Chancellor or an employee delegated by the Chancellor who was not involved in the procurement, will consider the record and all available facts and issue a decision within five business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another bidder that submitted a proposal, such bidder 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 CCS's action.
- Find only technical or harmless errors in CCS's acquisition process and determine CCS to be in substantial compliance and reject the protest.
- Find merit in the protest and provide CCS options which may include:
  - ✓ Correct the errors and re-evaluate all proposals
  - ✓ Reissue the solicitation document and begin a new process
  - ✓ Make other findings and determine other courses of action as appropriate

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



## VIII. PROVISION FOR PARTICIPATION BY WASHINGTON INSTITUTIONS OF PUBLIC HIGHER EDUCATION

### COOPERATIVE PURCHASING

#### 1. Definitions:

**WIPHE:** Washington Institutions of Public Higher Education who are signatories to the Interlocal Agreement for Cooperative Purchasing.

**Lead Institution:** The WIPHE member that has volunteered to conduct the solicitation/negotiation process on behalf of the WIPHE members.

**Committed Participants:** Those WIPHE members who respond affirmatively to the Lead Institution's request for participation, and whose estimated purchase volume will be included in the solicitation/negotiation documents.

**Potential Participants:** All other WIPHE member institutions who are not Committed Participants. Potential Participants may choose to use any contract awarded, provided the contractor will accept their participation.

#### 2. No Exclusivity Implied:

This bid provides no exclusive arrangements for obtaining product or services by any WIPHE Institution who has not specifically been identified as committed participants. Potential Participants may purchase any product or services in this bid through their own processes for competitive procurement or via other cooperative purchasing arrangements at their disposal.

#### 3. Contract Administration:

This contract shall be administered by the Lead Institution, the Committed Participants, and any other Potential Participant who subsequently use a resulting agreement, in the following manner:

- A. The terms and conditions contained in their entirety in any contract which results through the Lead Institution's solicitation may not be altered except as provided herein, or, unless approved in writing by the Lead Agency's Purchasing Manager.
- B. WIPHE Institutions may at their sole option, individually negotiate only operational provisions specific to the needs of their Institution. These would include agreed arrangements for such operational provisions as delivery, installation, service, and invoicing processes. Such negotiated changes shall not be binding on any other Institution. These changes may, however, bind the bidder to providing similar arrangements to the other Institutions pursuant to any Best Customer provisions of a contract.
- C. WIPHE Institutions shall individually be responsible for their obligations to the awarded contractor pursuant to any purchase associated with this agreement.

Likewise, the Vendor shall be responsible for their obligations to the WIPHE Institutions pursuant to this agreement. All reasonable efforts will be made by the Vendor and the WIPHE Institutions to satisfy any breach of these obligations, or, disagreements arising between the individual WIPHE Institution and the Vendor. Resolution may take several forms, including cancellation of specific arrangements between the Vendor and the Institution. Resolutions of any nature shall not have a binding effect on any other Institution.

- D. In the event a breach or disagreement cannot be resolved between the Institution(s) and the Vendor, either party may notify the Lead Institution and request the Lead Institution satisfy the dispute in accordance with this agreement, including any Dispute Resolution process identified within.
- E. The Lead Institution may at any time act on behalf of any WIPHE Institution in resolving breach of contract, or, to settle disputes in accordance with this agreement.

4. **Contract Documents:**

The Vendor shall make copies of any contract that results from the Lead Institution's solicitation available in its entirety to any WIPHE Institution expressing an interest in purchasing the product or service. The Lead Institution and the Vendor agree that a summary of this agreement, including a phone number for interested agencies to contact the Vendor, may be placed on a public access electronic home page, bulletin board, fax-on-demand network, or similar form of accessible medium.

5. **Award in Best Interest of WIPHE:**

**Community Colleges of Spokane** reserves the right to award the contract in whole or in part in a manner that most effectively serves the WIPHE members, to reject any or all bids, and to otherwise proceed with the award as necessary to protect the best interests of WIPHE. After award, members of WIPHE will issue separate purchase orders to the successful vendor(s) if they choose to acquire the items pursuant to this award.

All questions regarding this bid must be directed to **Community Colleges of Spokane** as the Lead Institution.

All information relating to this solicitation will be retained by **Community Colleges of Spokane** as the official public record.

## **6. WIPHE Cooperative Members:**

### **Four Year Institutions:**

Central Washington University, Ellensburg  
Eastern Washington University, Cheney  
The Evergreen State College, Olympia

University of Washington, Seattle  
Washington State University, Pullman  
Western Washington University, Bellingham

### **Community and Technical Colleges:**

Bates Technical College, Tacoma  
Bellevue Community College, Bellevue  
Bellingham Technical College, Bellingham  
Big Bend Community College, Moses Lake  
Cascadia Community College, Bothell  
Centralia College, Centralia  
Clark College, Vancouver  
Clover Park Technical College, Lakewood  
Columbia Basin College, Pasco  
Edmonds Community College, Edmonds  
Everett Community College, Everett  
Grays Harbor College, Aberdeen  
Green River Community College, Auburn  
Highline Community College, Des Moines  
Lake Washington Technical Col., Kirkland  
Lower Columbia College, Longview

Olympic College, Bremerton  
Pierce College, Lakewood  
Peninsula College, Port Angeles  
Renton Technical College, Renton  
Seattle Community Colleges, Seattle  
Shoreline Community College, Seattle  
Skagit Valley College, Mt. Vernon  
South Puget Sound Community Col., Olympia  
Community Colleges of Spokane, Spokane  
Tacoma Community College, Tacoma  
Walla Walla Community College, Walla Walla  
Wenatchee Valley College, Wenatchee  
Whatcom Community College, Bellingham  
Yakima Valley Community College, Yakima  
State Board for Comm. Tech Colleges, Olympia

**IX. ATTACHMENT 1 – Certifications and Assurances**

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understand that the truthfulness of the facts affirmed here and 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 the Agency 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. (Any exception to these assurances are described in full detail on a separate page and attached to this document.)
5. I/we understand that CCS will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of CCS, and I/we claim no proprietary right of ideas, writings, items, or samples unless so stated in this proposal.
6. Unless 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 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.

\_\_\_\_\_  
Signature of Proposer

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Date

**X. ATTACHMENT 2 – Sample Contract**

**CONTRACT NO. 1A00-19381 P**

**CONTRACT FOR PERSONAL SERVICES  
BETWEEN  
STATE OF WASHINGTON  
Community Colleges of Spokane**

**AND**

**XXXXXXXXXXXXXXXX**

This Contract is made and entered into by and between the State of Washington, Community Colleges of Spokane, hereinafter referred to as the "AGENCY", and the below named firm, hereinafter referred to as "CONTRACTOR,"

Contractor Name:	XXXXXXX
Address	XXXXXXX
City, State & Zip Code:	XXXXXXX
Phone:	XXXXXXX
Federal ID No.:	XXXXXXX

**PURPOSE**

The purpose of this contract is to XXXXXXXX.

**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:

- XXXXX
- XXXXX
- XXXXX
- XXXXX

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 AGENCY and the CONTRACTOR, and specific obligations of both parties.

**PERIOD OF PERFORMANCE**

The period of performance under this contract will be XXXXXXXXXXXXXXX

**OFM FILING REQUIREMENT**

Under provisions of Chapter 39.29 RCW, this personal service contract is required to be filed with the Office of Financial Management (OFM). No contract required to be so filed is effective and no work shall be commenced nor payment made until ten (10) working days following the date of filing, and if required, upon approval of OFM. In the event OFM fails to approve the contract, the contract shall be null and void.

**COMPENSATION AND PAYMENT**

AGENCY shall pay an amount not to exceed XXXX thousand dollars (\$X,000.00) 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:

Contractor will be paid in full upon submission of invoice following completion of scope of work of this agreement.

**Expenses.** CONTRACTOR shall receive no further direct reimbursement for travel and other expenses incidental to this contract.

**BILLING PROCEDURES**

AGENCY 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 AGENCY'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.

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

The AGENCY 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 AGENCY.

**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 AGENCY is:
XXXXXXXXXXXXX XXXXXXXXXXXXX XXXXXXXXXXXXX XXXXXXXXXXXXX XXXXXXXXXXXXX	XXXXXXXXXXXXX XXXXXXXXXXXXX XXXXXXXXXXXXX XXXXXXXXXXXXX XXXXXXXXXXXXX

**INSURANCE**

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

The CONTRACTOR shall provide insurance coverage which 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 the state of Washington, 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 AGENCY 30 days advance notice of any insurance cancellation.

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

**ASSURANCES**

AGENCY 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
- 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 AGENCY'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 five pages and one attachment, is executed by the persons signing below who warrant that they have the authority to execute the contract.

**XXXXXXXXXXXXXXXXXXXX**

**COMMUNITY COLLEGES OF SPOKANE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature – Rod Ramer

Purchasing Manager

\_\_\_\_\_  
Title Date

\_\_\_\_\_  
Title Date



## EXHIBIT A

### GENERAL TERMS AND CONDITIONS

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

- A. "Agency" shall mean the Community Colleges of Spokane of the state of Washington, any division, section, office, unit or other entity of the Agency, or any of the officers or other officials lawfully representing that Agency.
- B. "Agent" shall mean the Chancellor, Community Colleges of Spokane and/or the delegate authorized in writing to act on the Chancellor'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.
- C. "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.
- D. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers. Personal Information includes "Protected Health Information" as set forth in 45 CFR § 164.50 as currently drafted and subsequently amended or revised and other information that may be exempt from disclosure to the public or other unauthorized persons under either Chapter 42.17 RCW or other state and federal statutes.

**ACCESS TO DATA** - In compliance with RCW 39.29.080, the Contractor shall provide access to data generated under this contract to AGENCY, 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.

Contractor agrees to make personal information covered under this agreement available to Agency for inspection or to amend the personal information. Contractor shall, as directed by Agency, incorporate any amendments to the personal information into all copies of such personal information maintained by the Contractor or its subcontractors.

**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 Agency.

**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.

**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.

**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 Agency.

**ATTORNEYS' FEES** - In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.

**CONFIDENTIALITY / SAFEGUARDING OF INFORMATION** - The Contractor shall not use or disclose any information concerning the Agency, or information which may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the Agency, or as may be required by law.

**CONFLICT OF INTEREST** - Notwithstanding any determination by the Executive Ethics Board or other tribunal, the Agency 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 Agent 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 Agency 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 Agency 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 Agency. The Agency 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 Agency 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 Agency 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 Agency.

The Contractor shall exert all reasonable effort to advise the Agency, 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 which was not produced in the performance of this contract. The Agency 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 Agency 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 the purpose of securing business. The Agency 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.

**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 Agent.

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 Agent and the other party's (respondent's) Contract Manager within 3 working 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 agent and the requester within 5 working days.
3. The Agent shall review the written statements and reply in writing to both parties within 10 working days. The Agent 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 ADR method in addition to the dispute resolution procedure outlined above.

**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 Spokane County.

**INDEMNIFICATION** - To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the Contract. Contractor's obligation 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 the State 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 the State 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 State 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 Agency. The Contractor will not hold himself/herself out as or claim to be an officer or employee of the Agency or of the State of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which 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, Agency may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. The Agency may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Agency 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 the Agent 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 Agent.

**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 Agency. 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.

**NONDISCRIMINATION** - During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.

**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 in this agreement. 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 agency 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 department for any damages related to the contractor's unauthorized use of personal information.

**PUBLICITY** - The Contractor agrees to submit to the Agency all advertising and publicity matters relating to this Contract wherein the Agency's name is mentioned or language used from which the connection of the Agency's name may, in the Agency'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 Agency.

**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 which 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 Agency, personnel duly authorized by the Agency, 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** - 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 Agency, 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. The Contractor shall make available information necessary for Agency to comply with the client's right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The Contractor's internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this contract shall be made available to Agency and the U.S. Secretary of the Department of Health & Human Services, upon request.

**SAFEGUARDING OF INFORMATION** - The Contractor shall not use or disclose Personal Information in any manner that would constitute a violation of federal law, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. Additionally the Contractor shall not use or disclose any student education records unless authorized by the Family Educational Rights and Privacy Act (FERPA). The Contractor agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of all Personal Information and student education records.

The Contractor shall protect Personal Information collected, used, or acquired in connection with this Contract, against unauthorized use, disclosure, modification or loss. The Contractor shall ensure its directors, officers, employees, subcontractors or agents use it solely for the purposes of accomplishing the services set forth in this agreement. The Contractor and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make it known to unauthorized persons without the express written consent of AGENCY or as otherwise required by law. The Contractor agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of data in any form. The Contractor shall make the Personal Information available to amend as directed by Agency and incorporate any amendments into all the copies maintained by the Contractor or its Subcontractors.

The Contractor shall certify its return or destruction upon expiration or termination of this Contract and the Contractor shall retain no copies. If the Contractor and Agency mutually determine that return or destruction is not feasible, the Contractor shall not use the Personal Information in a manner other than those permitted or required by state and federal laws.

Agency reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the contractor through this contract. The monitoring, auditing, or investigating may include, but is not limited to, "salting" by Agency. Salting is the act of introducing data containing unique but false information that can be used later to identify inappropriate disclosure of data.

The Contractor shall notify Agency in writing within 5 working days of becoming aware of any unauthorized access, use or disclosure. The contractor will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to sanctioning employees, notifying subjects, and taking steps necessary to stop further unauthorized access. The Contractor agrees to indemnify and hold harmless Agency for any damages related to unauthorized use or disclosure by the Contractor, its officers, directors, employees, Subcontractors or agents.

Any breach of this clause may result in termination of the contract and the demand for return of all Personal Information.

**SAVINGS** - 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 Agency may terminate the contract under the "Termination for Convenience" clause, without the ten day notice requirement, subject to renegotiation at the Agency's discretion under those new funding limitations and conditions.

**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 Agency premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

**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 Agency. In no event shall the existence of the subcontract operate to release or reduce the liability of the contractor to the Department 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 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 agency or as provided by law.

**TAXES** - All payments accrued on account 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.

**TERMINATION FOR CAUSE** – In the event the Agency determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, the Agency has the right to suspend or terminate this Contract. Before suspending or terminating the Contract, the Agency shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 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 Agency 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 Agency to terminate the Contract. A termination shall be deemed to be 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 Agency 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 Agency may, by 10 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 Agency 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 Agency, in addition to any other rights provided in this contract, may require the Contractor to deliver to the Agency 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 Agency shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the Agency, and the amount agreed upon by the Contractor and the Agency for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services which are accepted by the Agency, 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 Agency. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The Agency may withhold from any amounts due the Contractor such sum as the Agent determines to be necessary to protect the Agency against potential loss or liability.

The rights and remedies of the Agency 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 Agent, 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 Agency, in the manner, at the times, and to the extent directed by the Agent, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Agency 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 Agent to the extent Agent may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to the Agency and deliver in the manner, at the times, and to the extent directed by the Agent any property which, if the contract had been completed, would have been required to be furnished to the Agency;
6. Complete performance of such part of the work as shall not have been terminated by the Agent; and

7. Take such action as may be necessary, or as the Agent 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 Agency has or may acquire an interest.

**TREATMENT OF ASSETS -**

- A. Title to all property furnished by the Agency shall remain in the Agency. 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 Agency 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 Agency 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 Agency in whole or in part, whichever first occurs.
- B. Any property of the Agency furnished to the Contractor shall, unless otherwise provided herein or approved by the Agency, be used only for the performance of this contract.
- C. The Contractor shall be responsible for any loss or damage to property of the Agency which 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 Agency property is lost, destroyed or damaged, the Contractor shall immediately notify the Agency and shall take all reasonable steps to protect the property from further damage.
- E. The Contractor shall surrender to the Agency all property of the Agency 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 to be 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 Agency.