



REQUEST FOR QUOTATION

THIS IS NOT AN ORDER

Return to:
Eastern Washington University
Purchasing Department
218 Tawanka Hall
Cheney, WA 99004-2410
ATTN: Cody Ross

Phone: 509-359-6804

Email: cross19@ewu.edu

QUOTE TITLE: RFQ# 25-CTR04

QUOTES ACCEPTED UNTIL: 11/4/2024, 3:00 PM PDT

Bids must be received & stamped on or before
the due date & time at the specified location

All correspondence via Email regarding this RFQ to cross19@ewu.edu

Eastern Washington University is seeking bids on the following:
Used equipment will not be accepted.

ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT PRICE
1	Term Sheet for Discounts/Prices available to EWU	1	EA		\$0.00
					\$0.00
					\$0.00
					\$0.00
Ship to: Eastern Washington University 218 Tawanka Hall Cheney, WA 99004				SUB-TOTAL	\$0.00
				Shipping	\$0.00
				8.9% Tax	\$0.00
				ENTER QUOTE TOTAL	\$0.00

QUOTATION SPECIFICATIONS

SPECIFICATIONS:

SAMPLE:

An actual sample is required of N/A . Please mail sample to the Return to address listed above.

LEAD TIME:

Bidders should include information about the lead time between order and delivery. Equipment needs to arrive approximately NA weeks after order is completed.

DELIVERY LOCATION:

Eastern Washington University 218 Tawanka Hall, Cheney, WA 99004. All Bid pricing is to be FOB Destination, freight prepaid and included to invoice to the destination(s) specified herein.

RENEWAL:

This contract will have the option to renew annually for an additional N/A years at the sole discretion of EWU.

Do You Provide Early Payment Discount? _____ yes _____ no

Are you registered with Washington State Office of Minority & Women’s Business Enterprises?

_____ yes _____ no

Are You OMWBE Certified? _____ yes _____ no

REQUIRED RESPONSES

COMPANY INFORMATION

Firm Name (As it appears in WEBS): _____

Street and Number: _____

City and State: _____ Zip: _____

Name typed or hand written: _____ For emailed quotes, typed name is considered a signature

Signature: _____ Date: _____

Title: _____

Phone Number: _____ Fax Number: _____

Email : _____

UBI Number: _____ T.I.N. Number: _____

Please submit a completed W-9 form even if you previously have done business with Eastern Washington University.

We have read all portions of the RFQ in addition to the conditions noted above and the standard terms and conditions and agree thereto and have stated hereon the prices at which we will furnish and deliver to location named above the articles as specified. Prices are valid for sixty (60) days.

REFERENCES

Bidders shall submit three recent customer references of companies you have provided similar items for, one of which should be in Higher Education or a State of Washington agency.

1. Company Name _____

Address _____

Company Phone Number _____

Contact Person _____

Contact Phone Number _____ Email _____

2. Company Name _____

Address _____

Company Phone Number _____

Contact Person _____

Contact Phone Number _____ Email _____

3. Company Name _____

Address _____

Company Phone Number _____

Contact Person _____

Contact Phone Number _____ Email _____

WARRANTY - Bidders are to indicate any warranties, both manufacturer's and others, and warranty period associated with your products. Specify service period limitations versus parts and labor.

Manufacturer Warranties:

Other Warranties:

RETURN POLICY - Bidders are to state their firm's return product policy for goods determined to be defective on arrival or damaged. This policy should indicate the prescribed time for notification by the University of any unsatisfactory conditions, length of time until the University is supplied with replacement good and procedures for returning goods (e.g., RMA numbers). Eastern Washington University does not pay shipping charges for damaged goods returned to vendor or for repaired/new goods re-sent to EWU.

Return policy/procedures:

Notification time: _____ Replacement time: _____

RETURN AT UNIVERSITY CONVENIENCE - Bidders are to indicate how return policies differ from the question above if the delivered goods are in acceptable condition but EWU finds that, through no error of vendor, that the goods are unusable. Please list associated costs for return of merchandise, if any.

Return policy/procedures:

Notification time: _____ Replacement time: _____

Restocking fee: _____

AUTHORIZED SERVICE - Bidders are to indicate for which products on this bid they are factory-authorized representatives.

Bidders are to provide the nearest manufacturer-authorized warranty/service center of proposed items including their address, contact person and phone number.

Service Center:

Address:

Contact Person: _____ Phone: _____ Fax: _____

Email: _____ WWW: _____

QUOTE INSTRUCTIONS

QUOTE DUE DATE: 11/4/2024, 3:00 PM PDT

(1) COMPLETING QUOTE

Vendors must provide the requested pricing information on the Request for Quote page **1** of this document. Vendors must also complete and submit pages **2-4** of this document, as well as **Exhibit A**.

(2) SUBMITTING QUOTES

Quotes are required to be emailed to cross19@ewu.edu. **Submit information requested on Pages 1-4** of this RFQ. Attach any supporting documentation. The Vendor is responsible for the means of delivering the Quote on time. Any Quote received after the hour specified in the Request for Quote will not be considered. Companies must submit proposals and all supporting documentation. When copies are submitted, an authorized representative must sign the quotation response and all pages that require signature or initials. Signatures can either be electronic signatures or signed in ink and scanned. Delays due to the methods used to transmit the quote including technological issues will be the responsibility of the Vendor. The quotation must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties of delivery. It is recommended to use return receipt in your email program to ensure you have record of delivery.

(3) LATE QUOTES: Any quote received after the hour specified in the Request For Quote will not be considered.

(4) QUOTE FORM

Vendors are required to use the Quote Forms furnished by the University (pages 1-5), attach the company quote and any other supporting documentation. Please retain a copy for your records.

(5) REQUIREMENTS AND GUARANTEE

The vendor shall warrant all materials delivered and installed under this RFQ to be new and free from defects, damage, or failure for any reason whatsoever which Eastern Washington University may reasonably determine is the responsibility of the vendor.

(6) In support of the State's economic and environmental goals, we encourage you to consider the following elements in responding to our solicitations. These are not a factor of award (unless otherwise specified in this document):

- Using environmentally preferable products and products that exceed EPA guidelines
- Supporting a diverse supplier pool, including small, minority, and women-owned firms
- Supporting mini, micro and veteran owned businesses
- Featuring products made or grown in Washington

(7) AMENDMENTS TO SPECIFICATIONS

In the event it becomes necessary to revise any part of this RFQ, addenda will be posted on WEBS, Washington's Electronic Business Solution.

[URL:http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/WEBSRegistration.aspx](http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/WEBSRegistration.aspx) Notice of an addendum should be sent via e-mail by the WEBS system to advise the addendum is available for download. It is the responsibility of Respondent to check for any addendums.

(8) PRICING

Response prices must include all cost components needed for the delivery of the goods and/or services as described in this document. All costs associated with the goods and/or services specified must be incorporated into the price of the Response to this Solicitation. Failure to identify all costs in a manner consistent with the instructions in this Solicitation is sufficient grounds for disqualification.

(9) MINORITY AND WOMEN’S BUSINESS PARTICIPATION

In accordance with the legislative findings and policies set forth in RCW 39.19, the Eastern Washington University encourages participation in all of its Contracts by the State of Washington Minority and Woman Owned Business Enterprise (MWBE) firms either self-identified or certified by the Office of Minority and Women’s Business Enterprises (OMWBE). While EWU does not give preferential treatment, it does seek equitable representation from the minority and women’s business community. Further, Bidders are encouraged to subcontract with firms certified by the Washington State Office of Minority and Women’s Business Enterprises (MWBE) and are encouraged to utilize qualified, local businesses in Spokane County and Washington State where cost effectiveness is deemed competitive and Bidders may contact OMWBE to obtain information on certified firms for potential sub-contracting arrangements. Nothing in this section is intended to prevent or discourage Proposals from non MWBE firms as well as MWBE firms. Proposers who are MWBE or intend to use MWBE Subcontractors are required to identify the participating firm on Appendix D Proposer Information.

A directory of MWBE firms is published quarterly by the Washington State Office of Minority and Women’s Business Enterprises (OMWBE). Copies of the directory are available from the State OMWBE (360-753-9693) or may be viewed at the Public Works Department, 2702 S 42nd St Suite 201, Tacoma 98409, and the Tacoma Public Library, 1102 Tacoma Avenue South, Tacoma, 98405. Contact the Contract Compliance Office for additional information at (253) 798-7250.

The following information is for reporting purposes only and is voluntary:

Minority, Woman Owned Business: Certified Self-Identified
State Certification Number: _____

Veterans Owned Business: Certified Self-Identified
State Certification Number: _____

Certified Sate Small Business: State Certification Number: _____

(10) RESERVED RIGHTS

Eastern Washington University expressly reserves the following rights:

- A. To reject any and/or all irregularities in the Quotes submitted.
- B. To reject any and/or all Quotes or portions thereof.
- C. To base awards with due regard to quality.
- D. To make the award to any Vendor whose Quote, in the opinion of the Buyer and Purchasing management, is the lowest and best Quote.
- E. On multiple item Quotes, to select individual items based on cost and qualitative factors unless the procurement professional stipulates “all or nothing” on the Quote.

(11) AWARD CRITERIA

Per RCW 39.26.160, <http://apps.leg.wa.gov/rcw/default.aspx?cite=39.26.160> award will be made to the lowest responsible and responsive Vendor based upon, but not limited to, the criteria cited in the RCW.

After award of the bid/quote, copies of the documents or results may be requested by emailing ndecamp@ewu.edu. Request should contain the bid/quote number, its due date and the information being requested. A charge may be assessed for copies of documents. The bid must be awarded before information can be released.

(12) SELECTION OF APPARENT SUCCESSFUL BIDDER

Final award to apparent successful bidder will be upon issuance of a Purchase Order. Should Apparent Successful Bidder fail to comply with these solicitations’ terms, specifications and conditions and/or contract negotiations fail to be completed within one (1) month after initiation, the Purchasing Buyer may immediately cease contract negotiations and cancel order. Purchasing Buyer may declare the Bidder with the second lowest cost the new Successful Bidder and enter into contract negotiations with that Bidder. This process will continue until no qualified Bidders remain.

(13) IN-STATE PREFERENCE/RECIPROCITY

Pursuant to **RCW 39.26.260, RCW 39.26.270, RCW 39.26.704 and WAC 200-300-075**, the Department of Enterprise Services has established a schedule of percentage increases to be added to Response from Bidders in states that grant a preference to Contractors located in their state or for goods manufactured in their state. The percentages related to each respective state are provided in the Reciprocity List located at <http://www.des.wa.gov/services/ContractingPurchasing/Pages/ReciprocalPreference.aspx> and apply only to Response received from those states listed. The appropriate percentage will be added to each Response bearing the address from a state with in-state preferences rather than subtracting a like amount from Washington State Bidders. This action will be used only for analysis and award purposes. In no instances shall the increase be paid to a Bidder whose Response is accepted and awarded a Contract.

(14) COMPLAINT PROCESS

Pursuant to RCW 39.26.170, the complaint process allows bidders to focus on the solicitation requirements and evaluation process and raise issues with these processes early enough in the process to allow EWU to correct a problem before bids are submitted and time expended on evaluations. Complaints may be made only by vendors who intend to submit a response to the solicitation. Complaints filed on the day solicitation responses are due shall be reviewed and considered if time permits. Complaints that do not follow these procedures shall not be considered.

The procurement complaint process will meet the following minimum requirements:

- 1) Bidders will be given an opportunity to submit a complaint to the EWU based on any of the following:
 - a) The solicitation unnecessarily restricts competition;
 - b) The solicitation evaluation or scoring process is unfair or flawed; or
 - c) The solicitation requirements are inadequate or insufficient to prepare a response.
- 2) Bidders will be allowed to submit complaints up to 5 business days prior to the bid response deadline. Complaints must meet the following requirements:
 - a) Must be in writing.
 - b) Must be sent to the procurement coordinator, or designee.
 - c) Should clearly articulate the basis for the complaint.
 - d) Should include a proposed remedy.
- 3) The procurement coordinator or designee will respond to complaints in writing. The procurement coordinator will consider all available facts and provide a response to the bidder. The response will include the decision, how the review was conducted and the basis upon which a decision was made.
- 4) The response to complaints including any changes to the solicitation will be posted as an amendment on WEBS.
- 5) The Purchasing Manager will be notified of all complaints and provided a copy of the response.
- 6) The complaint may not be raised again during the protest period.
- 7) The complaint process does not include an appeal process. This complaint procedure constitutes the sole administrative remedy available to vendors under this solicitation.

(15) PROTEST PROCEDURE:

Pursuant of RCW 39.26.170, the protest process occurs after the bids are submitted and evaluated. This allows bidders to focus on the evaluation process to ensure its integrity and fairness. Protests can raise issues related to the evaluation process as set out in the solicitation or how the process was executed. This allows for evaluation process errors and problems to be corrected before a contract is executed. Protests that do not follow these procedures shall not be considered.

The protest process will meet the following requirements:

- 1) After the announcement of the apparent successful bidder (ASB), bidders will be offered a debriefing upon written request.
- 2) Bidders will be given 3 business days after the ASB is announced to request a debriefing.
- 3) Bidders are required to participate in a debriefing as a prerequisite for submitting a protest.
- 4) Bidders will be given 5 business days after their debriefing to file a written protest.

- 5) The protest process will allow bidders an opportunity to submit a protest based only on the following:
 - a) A matter of bias, discrimination, or conflict of interest on the part of an evaluator;
 - b) Errors in computing the scores; or
 - c) Non-compliance with procedures described in the procurement document or EWU protest process.
- 6) Protests are to be submitted to the EWU Purchasing Manager and the procurement coordinator.
- 7) A written response within 10 business days from receipt of the protest, unless additional time is needed. The protesting bidder shall be notified if additional time is needed.
- 8) The final determination of the protest shall:
 - Find the protest lacking in merit and uphold EWU's action; or
 - Find only technical or harmless errors in EWU's acquisition process and determine EWU to be in substantial compliance and reject the protest; or
 - Find merit in the protest and provide EWU 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.
- 9) The protest decision is final. If a protesting bidder does not accept the protest response, the bidder may try to seek relief from superior court. If EWU determines that the protest is without merit, EWU will enter into a contract with the apparent successful vendor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

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 EWU 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) EWU's assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by EWU. EWU's 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 Vendor that also submitted a proposal, such Vendor will be given an opportunity to submit its views and any relevant information on the protest to the RFQ Coordinator.

(16) EASTERN WASHINGTON UNIVERSITY STANDARD TERMS AND CONDITIONS

See attached Exhibit B for proposed contract terms.

EXHIBIT A: PROPOSER CERTIFICATION

Proposer makes the following certifications and assurances as a required element of the Proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related Contract:

1. Proposer declares 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, Proposer 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 90 days following the due date for receipt of Proposals, and it may be accepted by EWU without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 90-day period.
4. In preparing this Proposal, Proposer has not been assisted by any current or former employee of the State of Washington whose duties relate (or did relate) to this Proposal or prospective Contract, and who was assisting in other than his or her official, public capacity. If there are exceptions to these assurances, Proposer has described them in full detail on a separate page attached to this document.
5. Proposer understands that EWU will not reimburse Proposer for any costs incurred in the preparation of this Proposal. All Proposals become the property of EWU, and Proposer claims no proprietary right to the ideas, writings, items, or samples, unless so stated in this Proposal.
6. Proposer agrees that submission of the attached Proposal constitutes acceptance of the solicitation contents and the attached sample Contract and general terms and conditions. Proposer also states that, unless required by law, it has not disclosed its prices and/or cost data which have been submitted with its Proposal to any competitor or other Proposer and will not make any such disclosure prior to an/the Apparent Successful Bidder being selected. If there are any exceptions to these terms, Proposer has described those exceptions in detail on a page attached to this document.
7. 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.
8. Proposer grants EWU the right to contact references and others, who may have pertinent information regarding the ability of the Proposer and the lead staff person to perform the services contemplated by this Competitive Solicitation
9. **Wage Theft.** I/we certify as follows:
 This firm has NOT been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), any provision of RCW Chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced solicitation date.
OR
 This firm has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), a provision of RCW Chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced solicitation date.
10. **Supporting Worker's Rights.** I/we certify as follows:
 This firm does NOT require its employees to sign, as a condition of employment, mandatory individual arbitration clauses and class or collective action waivers.
OR
 This firm DOES require its employees to sign, as a condition of employment, mandatory individual arbitration clauses and class or collective action waivers.
11. **Debarment.** I/we certify as follows:

NO DEBARMENT. Proposer and/or its principals are not presently nor has ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with any federal, state, or local governmental entity within the United States.

OR

DEBARRED. As detailed on the attached explanation (Proposer to provide), Proposer and/or its principals presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with a federal, state, or local governmental entity within the United States.

12. **Criminal Offense.** Proposer (including Proposer's officers) certifies as follows:

NO CRIMINAL OFFENSE. Proposer has not, within the three (3) year period preceding the date of this Competitive Solicitation, been convicted or had a civil judgment rendered against Proposer for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Proposer further certifies that it is not presently indicted or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in this paragraph.

OR

CRIMINAL Offense. As detailed on the attached explanation (Proposer to provide), within the three (3) year period preceding the date of this Competitive Solicitation, Proposer has been convicted or had a civil judgment rendered against Proposer for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

13. **Taxes.** Proposer certifies as follows:

TAXES PAID. Except as validly contested, Bidder is not delinquent and has paid or has arranged for payment of all taxes due to the State of Washington and has filed all required returns and reports as applicable.

OR

DELINQUENT TAXES. As detailed on the attached explanation (Bidder to provide), Bidder has not paid or arranged for payment of all taxes due to the State of Washington and/or has not timely filed all required returns and reports as applicable.

14. **Financially Solvent.** Proposer certifies as follows:

FINANCIALLY SOLVENT. Bidder is financially stable and solvent, has adequate cash reserves to meet all financial obligations, has not commenced bankruptcy proceedings voluntarily or otherwise, and is not subject to any judgments, liens, or encumbrances of any kind affecting title to any Goods or Services that are the subject of this Competitive Solicitation.

OR

NOT FINANCIALLY SOLVENT. As detailed on the attached explanation (Bidder to provide), Bidder is not financially stable and solvent – i.e., Bidder does not have adequate cash reserves to meet all financial obligations, has commenced bankruptcy proceedings voluntarily or otherwise, or is subject to a judgment, lien, or encumbrance that affects title to the Goods or Services that are the subject of this Competitive Solicitation.

15. **Contract Termination for Default or Cause.** Proposer certifies as follows:

NO TERMINATION FOR DEFAULT OR CAUSE. Bidder has not, within the three (3) year period preceding the date of this Competitive Solicitation, had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

OR

TERMINATION FOR DEFAULT OR CAUSE. As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Competitive Solicitation, Bidder has had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

16. **Authorization to Conduct Business.** Proposer certifies as follows (must check one):

CURRENT AUTHORIZATION. Proposer has completed all required filings and/or registrations required of Proposer to conduct business in the State of Washington, and the state where Proposer is registered if different from the State of Washington and registration is required. If Proposer has a Unified Business Identifier (UBI) number, Proposer's UBI number is: _____.

OR

PROPOSER WILL RECEIVE AUTHORIZATION. As detailed on the attached explanation (Bidder to provide), Proposer has not currently completed all required filings and/or registrations to conduct business in the State of Washington and/or the state where Proposer is registered, if different from the State of Washington, but Proposer will complete all

necessary filings and/or registrations within twenty-four (24) hours of designated as the/an Apparent Successful Bidder by EWU, and will provide proof of such to EWU. Failure to provide evidence of required registrations within said twenty-four hours will result in Proposer being deemed a nonresponsive bid.

OR

PROPOSER IS NOT AUTHORIZED. Proposer has not completed all required filings and/or registrations required of Proposer to conduct business in the State of Washington, and the state where Proposer is registered, if different from the State of Washington. Note: EWU requires all awarded Proposers (including Washington firms and out of state firms) to be authorized to conduct business in the State of Washington, and their home state, if different from the State of Washington. Proposers who are not so authorized will not be awarded a Contract.

17. Proposer (circle one) is/is not submitting proposed Contract exceptions (See Section 16 above, Contract and General Terms & Conditions). If Contract exceptions are being submitted, Proposer has attached them to this form.

On behalf of the Proposer submitting this Proposal, my name below attests to the accuracy of the above statements. Proposer is submitting a scanned signature of this form with its Proposal.

Signature

Date

Name

Title

EXHIBIT B: PROPOSED CONTRACT

SERVICES CONTRACT

This Contract is made and entered into by and between Eastern Washington University ("EWU"), located at 526 5th St, Cheney, WA 99004 and the below named firm ("Contractor").

Name:
Address:
City, State, Zip:

Email:
Phone:
Fax:

EWU and Contractor may be individually referred to as "Party" or collectively referred to as "Parties."

PURPOSE

The purpose of this Contract is to (enter detailed description of the Contract purpose).

NOW THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part thereof, EWU and Contractor mutually agree as follows:

1. SCOPE OF WORK

- A. Exhibit A, attached hereto and incorporated by reference, contains the General Terms and Conditions governing work to be performed under this Contract, the nature of the working relationship between EWU and Contractor, and specific obligations of both Parties.
- B. Contractor will provide services and staff, and otherwise do all things necessary for or incidental to provide product and pricing, as set forth below and as included in EWU's Request for Quotes (RFQ) #25-CTR04 (Exhibit B), Contractor's Proposal dated [INSERT DATE] (Exhibit C), and in this Contract. The RFQ and its attachments, as well as Contractor's Proposal, are herein incorporated as terms of this Contract. Specifically, Contractor will:
 - i. Identify all tasks, work elements and objectives of the Contract, and timetables by which major parts of the work are to be completed.
- C. Contractor shall produce a monthly sales report by the 10th of the following month and provide it to EWU's Contract Administrator.

2. PERIOD OF PERFORMANCE

- A. The period of performance under this Contract will be from [INSERT START DATE] or date of execution, whichever is later, through [INSERT END DATE], unless sooner terminated or extended as provided herein.
- B. EWU reserves the right at its sole option to extend the Contract for [INSERT NUMBER] additional [INSERT NUMBER]-year periods; not to exceed a total of [INSERT NUMBER] years ending [INSERT DATE].

3. COMPENSATION

- A. Contractor's compensation for product provided shall be based on the following rates or in accordance with the following terms:
 - i. Hardware Items _____% off list
 - ii. Outdoor Supplies _____% off list
 - iii. Etc.

4. BILLING PROCEDURES AND PAYMENT

- A. EWU will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Contract Administrator not more often than monthly.

- B. The invoices shall describe and document to EWU's satisfaction a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract reference number C00XXXX.
- C. Contractor shall provide a detailed itemization of expenses, including description, amounts and dates, and receipts for amounts of \$50.00 or more when requesting reimbursement.
- D. Payment shall be considered timely if made by EWU within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by Contractor.
- E. EWU may, in its sole discretion, terminate the Contract or withhold payments claimed by Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.
- F. No advance payment shall be made for the products and services furnished by Contractor under this Contract.

5. CONTRACT MANAGEMENT

- A. EWU will appoint a single point of contact that will be the Contract Administrator for this Contract and will provide Contract oversight. The Contract Administrator will be the principal contact for Contractor for business activities under this Contract. EWU will notify Contractor, in writing, when there is a new Contract Administrator assigned to this Contract.
- B. Contractor shall:
 - i. Competently and efficiently supervise and coordinate the implementation and completion of all Contract requirements specified herein.
 - ii. Identify Contractor's Authorized Representative, who will be the principal point of contact for EWU concerning Contractor's performance under this Contract.
 - iii. Immediately notify the Contract Administrator in writing of any change of the designated Authorized Representative assigned to this Contract.
 - iv. Be bound by all written communications given to or received from Contractor's Authorized Representative.

6. **LEGAL NOTICES** - Any notice or demand or other communication required or permitted to be given under this Contract or applicable law will be effective only if it is in writing and signed by the applicable Party, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid, certified mail, return receipt requested, via facsimile or by electronic mail, to the Parties at the addresses, email addresses, and fax numbers below.

CONTRACTOR

Contact Name
 Contact Title
 Address
 City, State, Zip

EWU

[INSERT NAME]
 Contracts Specialist 2
 218 Tawanka Hall
 Cheney, WA 99004-2456

Email:
 Phone:
 Fax:

Email: contracts@ewu.edu
 Phone: (509) 359-2253
 Fax: (509) 359-7984

Notices will be effective upon receipt. The notice address as provided herein may be changed by written notice given as provided above.

7. INSURANCE

A. General Requirements

- i. Contractor shall, at its own expense, obtain and keep in force insurance as follows during the Period of Performance of this Contract. Upon request, Contractor shall furnish evidence in the form of a Certificate of Insurance satisfactory to EWU that insurance, in the following kinds and minimum amounts,

has been secured. Failure to provide proof of insurance, as required, may, at EWU's sole option, result in this Contract's termination.

- ii. Contractor shall include all Subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each Subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.
- iii. All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by EWU.

B. Specific Requirements

- i. **Commercial General Liability Insurance:** Contractor shall at all times during the Period of Performance of this Contract, carry and maintain commercial general liability insurance and, if necessary, commercial umbrella insurance for bodily injury and property damage arising out of services provided under this Contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or servants.

The insurance shall also cover bodily injury, including disease, illness and death, and property damage arising out of Contractor's premises/operations, independent contractors, products/completed operations, personal injury and advertising injury, and contractual liability (including the tort liability of another assumed in a business contract), and contain separation of insured's (cross liability) conditions.

Contractor waives all rights against EWU for the recovery of damages to the extent they are covered by general liability or umbrella insurance.

The limits of liability insurance shall not be less than as follows:

General aggregate limits (other than products-completed operations)	\$2 million
Products-completed operations aggregate	\$2 million
Personal and advertising injury aggregate	\$1 million
Each occurrence (applies to all of the above)	\$1 million
Fire damage limit (per occurrence)	\$50,000
Medical expense limit (any one person)	\$5,000

- ii. **Professional Liability (Errors and Omissions) Insurance:** Limits of liability shall not be less than \$1 million per claim and \$2 million annual aggregate.
- iii. **Business Auto Policy:** In the event that services delivered pursuant to this Contract involve the use of vehicles, or the transportation of clients, automobile liability insurance shall be required. The coverage provided shall protect against claims for bodily injury, including illness, disease, and death; and property damage caused by an occurrence arising out of or in consequence of the performance of this service by Contractor, Subcontractor, or anyone employed by either.

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a combined single limit not less than \$1 million

per occurrence. The business auto liability shall include Hired and Non-Owned coverage.

Contractor waives all rights against EWU for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

- iv. **Employer's Liability (Stop Gap):** Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable and will maintain Employer's Liability insurance with a limit of no less than \$1 million. EWU will not be held responsible in any way for claims filed by Contractor or their employees for services performed under the terms of this Contract.
- v. **Cyberliability Insurance:** See Exhibit F for details.

C. Additional Insurance Provisions

All above insurance policies shall include, but not be limited to, the following provisions:

- i. **Additional Insured:** EWU shall be named as an additional insured on all general liability, umbrella, excess, and property insurance policies. All policies shall be primary over any other valid and collectable insurance.
- ii. **Notice of Policy Cancellation/Non-Renewal**
 - 1. For insurers subject to Chapter 48.18 RCW (admitted and regulated by the Washington State Insurance Commissioner), a written notice shall be given to EWU's Risk Manager or designee 45 calendar days prior to cancellation or any material change to the policy as it relates to this Contract. Written notice shall include the affected Contract reference number.
 - 2. For insurers subject to Chapter 48.15 RCW (Surplus Lines), a written notice shall be given to EWU's Risk Manager or designee 20 calendar days prior to cancellation or any material change to the policy or policies related to this Contract. Written notice shall include the affected Contract reference number.
 - 3. If cancellation on any policy is due to non-payment of premium, a written notice shall be given to EWU's Risk Manager 10 calendar days prior to cancellation. Written notice shall include the affected Contract reference number.
- iii. **Identification:** Policies and certificates of insurance shall include the affected Contract reference number.
- iv. **Insurance Carrier Rating:** The insurance required above shall be issued by an insurance company authorized to do business within the State of Washington. Insurance is to be placed with a carrier that has a rating of A- Class VII or better in the most recently published edition of Best's Reports. Any exception must be reviewed and approved by EWU's Risk Manager, by submitting a copy of the Contract and evidence of insurance before Contract commencement. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and Chapter 284-15 of the Washington Administrative Code (WAC).
- v. **Excess Coverage:** The limits of all insurance required to be provided by Contractor shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall not be construed to relieve Contractor from liability in excess of such limits.
- vi. **Limit Adjustments:** EWU reserves the right to increase or decrease limits as appropriate.

D. Industrial Insurance Coverage: Contractor shall comply with the provisions of Title 51 RCW Industrial Insurance. If 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, EWU may terminate this Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor.

- 8. **ASSURANCES** - EWU and 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.
- 9. **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:
 - A. Applicable federal and State of Washington statutes and regulations
 - B. Special Terms and Conditions as contained in this Contract
 - C. Exhibit A – General Terms and Conditions
 - D. Exhibit B – EWU’s RFQ #[INSERT NUMBER]
 - E. Exhibit C – Contractor's Proposal dated [INSERT DATE]
 - F. Any other provision, term or material incorporated herein by reference or otherwise incorporated
- 10. **ENTIRE AGREEMENT** - This Contract, including referenced exhibits, represents all the terms and conditions agreed upon by the Parties. No other statements or representations, written or oral, shall be deemed a part hereof.
- 11. **CONFORMANCE** - If any provision of this Contract violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.
- 12. **ELECTRONIC SIGNATURES** - A manually signed copy of this Contract, Terms and Conditions or any amendments or other transaction documents delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy.
- 13. **APPROVAL** - This Contract shall be subject to the written approval of EWU’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 [INSERT NUMBER] pages and [INSERT NUMBER] attachment(s), is executed by the persons signing below who warrant that they have the authority to execute the Contract.

CONTRACTOR NAME

Eastern Washington University

Signature Date

Name

Title

Signature Date

Name

Title

1. **DEFINITIONS** - As used throughout this Contract, the following terms shall have the meaning set forth below:
 - A. EWU shall mean Eastern Washington University, any division, section, office, unit or other entity of EWU, or any of the officers or other officials lawfully representing EWU.
 - B. Agent shall mean the Vice President of Business & Finance or assigned delegate authorized to act on behalf of EWU.
 - C. Contractor shall mean that firm, provider, organization, individual or other entity performing service(s) under this Contract, and shall include all employees of Contractor.
 - D. Subcontractor shall mean one not in the employment of Contractor, who is performing all or part of those services under this Contract under a separate contract with Contractor. The terms "Subcontractor" and "Subcontractors" means Subcontractor(s) in any tier.
 - E. Confidential Information means information that may be exempt from disclosure to the public or other unauthorized persons under either Chapter 42.56 of the Revised Code of Washington (RCW) or other state or federal law. Confidential Information includes, but is not limited to, personal information as defined in RCW 19.255.010 and RCW 42.56.590, names, addresses, Social Security numbers, email addresses, telephone numbers, student educational records as defined in the Family Educational Rights and Privacy Act, financial profiles, credit card information, consumer information as defined in 16 C.F.R. § 682.1, driver's license numbers, protected health information as defined in 45 C.F.R. Parts 160 and 164, law enforcement records, EWU source code or object code, EWU security data, IP addresses, log-on user identification information, configuration parameters, or any information identifiable to an individual that relates to any of the types of information listed above.
2. **ACCESS TO DATA** - In compliance with RCW 39.26.180, Contractor shall provide access to data generated under this Contract to EWU, 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 Contractor's reports, including computer models and methodology for those models.
3. **ADVANCE PAYMENT PROHIBITED** - No advance payment shall be made for the products and services furnished by Contractor under this Contract.
4. **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.
5. **AMERICANS WITH DISABILITIES ACT (ADA)** - 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** - Contractor shall not assign or otherwise transfer its obligations or any claim arising under this Contract without the prior written consent of EWU. Such consent will not be unreasonably withheld. Contractor shall provide a minimum of thirty (30) calendar days advance notification of intent to assign or otherwise transfer its obligations under this Contract. Violation of this provision may be considered a material breach and be grounds for Contract termination. Assignment or transfer of Contract shall not relieve the Contractor from its responsibilities and obligations under the Contract.
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/DATA PRACTICES/SAFEGUARDING OF INFORMATION**
Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of Confidential Information. The terms and conditions under which this Confidential Information must be transmitted, stored, and maintained are contained in Exhibit F (Data Sharing Agreement).

To the extent consistent with Chapter 42.56 RCW, the Public Records Act, EWU shall maintain the confidentiality of Contractor's information marked confidential or proprietary. If a public records request is made to view Contractor's proprietary information, EWU will notify Contractor of the request and of the date that the records will be released to the requester unless Contractor obtains a court order enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, EWU will release the requested information on the date specified. EWU's sole responsibility shall be limited to maintaining the above data in a secure area and to notify Contractor of any request(s) for disclosure for so long as EWU retains Contractor's information in EWU records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such materials are exempt from disclosure.

9. **COVENANT AGAINST CONTINGENT FEES** - 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 Contractor for securing business.

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

10. **DISALLOWED COSTS** - Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

11. **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.

- A. The request for a dispute hearing must:
- i. Be in writing;
 - ii. State the disputed issue(s);
 - iii. State the relative positions of the Parties;
 - iv. State Contractor's name, address, and Contract number; and
 - v. Be mailed to the Agent and the other Party's (respondent's) project manager within three working calendar days after the Parties agree that they cannot resolve the dispute.
- B. The respondent shall send a written answer to the requester's statement to both the Agent and the requester within five (5) working calendar days.
- C. The Agent shall review the written statements and reply in writing to both Parties within ten (10) working days. The Agent may extend this period if necessary by notifying the Parties.
- D. 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 alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

12. **DUPLICATE PAYMENT-** EWU shall not pay Contractor, if Contractor has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

13. **FORCE MAJEURE**

- A. 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 war, riots, strikes, fire, floods, windstorms, epidemics or other similar occurrences.

- B. Except for payment of sums due, neither Party shall be liable to the other or deemed in breach under this Contract if, and to the extent that, such Party's performance of this Contract is prevented by reason of force majeure.
- C. If either Party is delayed by force majeure, said Party shall provide written notification within 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 likewise be provided. So far as consistent with the rights reserved below, the time of completion shall be extended by Contract amendment 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.
- D. EWU reserves the right to authorize an amendment to this Contract, terminate the Contract, and/or purchase materials, supplies, equipment and/or services from the best available source during the time of force majeure, and Contractor shall have no recourse against EWU.

14. **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.

15. **INDEMNIFICATION/HOLD HARMLESS** - To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless EWU, and all officials, agents and employees of EWU, from and against all claims for bodily injury, death or damage to property arising out of or resulting from the performance, or failure of performance, of this Contract. "Claim," as used in this Contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Contractor's obligations to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any Subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless EWU for any claim arising out of or incident to Contractor's or any Subcontractor's performance or failure to perform the Contract. Contractor shall be required to indemnify, defend, and hold harmless EWU only to the extent claim is caused in whole or in part by negligent, reckless or willful acts or omissions of Contractor, its agents, employees, representatives, or any Subcontractor or its employees.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless EWU and its agencies, officials, agents or employees.

16. **INDEPENDENT CAPACITY OF CONTRACTOR** - Nothing contained in this Contract is intended to create, nor shall it be construed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purpose of effectuating the provisions of this Contract. This Contract is not intended to create a relationship of agency, representation, joint venture, or employment between the Parties. Nothing herein contained shall prevent any of the Parties from entering into similar arrangements with other parties. The Parties intend that an independent contractor relationship will be created by this Contract. Contractor and its employees or agents performing under this Contract are not employees or agents of EWU. Contractor will not hold himself/herself out as or claim to be an officer or employee of EWU or of the State of Washington by reason hereof, nor will 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 Contractor.

17. **LICENSING, ACCREDITATION AND REGISTRATION** - Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this Contract.

18. **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 of any clause or condition of this Contract is not effective or binding unless made in writing and signed by the Agent.

19. MWBE & VOB PARTICIPATION

- A. Contractor agrees it will undertake affirmative action efforts to utilize Minority & Women Owned Business Enterprises ("MWBE") and Veteran Owned Business ("VOB") either certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE), Washington State Department of Veterans Affairs (DVA), or self-identified in the execution of this Contract. The voluntary goals for EWU are 10% minority-owned, 4% women-owned, and 3% veteran-owned businesses. Voluntary affirmative action efforts include but are not limited to the following:
 - i. Advertising opportunities for Subcontractors either through newspaper/journal ads, or through direct solicitation from MWBE and VOB firms.
 - ii. Providing MWBEs and VOBs that express interest with adequate and timely information about the scope and requirements of this Contract.
- B. Contractor shall furnish a statement with each invoice for payment, on a form designated by EWU, of the actual dollars earned by each certified and self-identified MWBE and VOB firm utilized and the totals earned in each category.

20. NONDISCRIMINATION - The Parties agree to comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act.

- A. Contractor shall not discriminate against any employee or applicant for employment because of race, creed/religion, color, national origin, citizenship or immigration status, marital or familial status, sex, sexual orientation, gender identity, pregnancy, age, status as a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran (collectively referred to as "protected veterans") or the presence of any sensory, mental, or physical disability. To the extent applicable, Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified individuals without discrimination based on their status as a protected class in all employment practices. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training.
- B. Contractor shall in all solicitation for employees or job orders for employees placed with any employment agency, union, or other firm or agency, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin, marital status, sex, sexual orientation, gender identity, age, protected veteran status, or the presence of any sensory, mental, or physical disability. The words "equal opportunity employer" in advertisements shall constitute compliance with this section.
- C. Contractor shall send to each labor union, employment agency, or representative of works with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union, employment agency, or workers' representative of Contractor's obligations according to this Contract and Chapter 49.60 RCW.
- D. Contractor shall include the provisions of the foregoing paragraphs A and B in every sub-agreement or purchase order for the goods or services which are the subject matter of this Contract.
- E. In the event of non-compliance or refusal to comply by Contractor with any of these non-discrimination provisions or any nondiscrimination law or regulation, EWU shall have the right, at its option, to rescind, cancel, or terminated this Contract in whole or in part, and Contractor may be declared ineligible for further contracts with EWU. Contractor shall be given notice of its noncompliance and a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein. In the event this Contract is terminated under this provision, EWU shall be entitled to pursue the same remedies against Contractor and pay the same amount for services rendered as set forth in section 30 of this Contract governing Termination for Cause.

21. **OWNERSHIP/RIGHTS IN DATA** - EWU and Contractor 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 EWU. Contractor is hereby commissioned to create the Work Product. Work Product includes, but is not limited to, discoveries, formulas, 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, Contractor assigns and transfers to EWU 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.

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

Contractor shall not use or in any manner disseminate any Work Product to any third party, or represent in any way Contractor ownership in any Work Product, without the prior written permission of EWU. Contractor 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 EWU 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 Contractor has a right to grant such a license. Contractor shall exert all reasonable effort to advise EWU 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. Contractor agrees to obtain, at its own expense, express written consent of the copyright holder for the inclusion of Preexisting Material. EWU shall receive prompt written notice of each notice or claim of copyright infringement or infringement of other intellectual property right worldwide received by Contractor with respect to any Preexisting Material delivered under this Contract. EWU shall have the right to modify or remove any restrictive markings placed upon the Preexisting Material by Contractor.

22. **PUBLICITY** - Contractor agrees to submit to EWU all advertising and publicity matters relating to this Contract wherein EWU's name is mentioned or language used from which the connection of EWU's name may, in EWU's judgment, be inferred or implied. Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of EWU.
23. **RECORDS MAINTENANCE** - Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and the provision of materials, supplies, services and/or equipment described herein, including, but not limited to MWBE and VOB participation, protection and use of EWU's Confidential Information, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Records of Contractor's payroll and reimbursable expenses pertaining to this Contract shall be kept on a generally recognized accounting basis, shall be available to EWU to EWU or its authorized representatives at mutually convenient times. Contractor shall retain such records for a period of six (6) years following the date of final payment. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until final resolution of all litigation, claims, or audit findings involving the records.

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 EWU, personnel duly authorized by EWU, the Washington State Auditor's Office, the Washington State Department of Enterprise Services, the Joint Legislative and Review Committee, and federal and state officials so authorized by law, regulation or agreement. This includes access to documents and all information that supports Contractor's services provided under this Contract. During the Contract's term, Contractor shall provide access to these items within Spokane County. Contractor shall be responsible for any audit exceptions or disallowed costs incurred by Contractor or any of its Subcontractors. Contractor shall incorporate in its subcontracts this section's records retention and review requirements.

24. **REGISTRATION WITH DEPARTMENT OF REVENUE** - Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all federal, state, and local taxes due on payments made under this Contract.
25. **RIGHT OF INSPECTION** - Contractor shall provide right of access to its facilities to EWU, 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.
26. **SEVERABILITY** - If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable.
27. **SITE SECURITY** - While on EWU's premises, Contractor, its agents, employees, or Subcontractors shall conform in all respects with physical, fire or other security policies or regulations.
28. **SUBCONTRACTING** - Neither Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written approval of EWU. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor to EWU for any breach in the performance of Contractor's duties. This clause does not include contracts of employment between Contractor and personnel assigned to work under this Contract.

Additionally, Contractor shall be responsible to ensure that all requirements of this Contract flow down to any and all Subcontractors. Contractor and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons Confidential Information without the express written consent of EWU or as provided by law.

29. **TAXES** - All payments accrued because of payroll taxes, unemployment contributions, or any other taxes, insurance or other expenses for Contractor or its staff shall be the sole responsibility of Contractor. Contractor is also required to pay all necessary taxes of any foreign country where they may do business, as well as any necessary taxes, premiums, and licenses necessary to do business in the United States and the State of Washington.
30. **TERMINATION FOR CAUSE BY EWU**
 - A. In the event EWU determines that Contractor has failed to comply with the conditions of this Contract, is in material breach, or fails to fulfill in a timely and/or proper manner its obligations under this Contract, EWU has the right to suspend or terminate this Contract, in part or in whole. Before suspending or terminating the Contract, EWU shall notify Contractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar days or as otherwise specified by EWU, or if such corrective action is deemed by EWU to be insufficient, the Contract may be terminated or suspended. EWU reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit Contractor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by Contractor or a decision by EWU to terminate the Contract.

Once Contractor receives notice that this Contract has been suspended or terminated, Contractor shall perform no further services for EWU.

- B. In the event of termination or suspension for cause, Contractor will be entitled to receive compensation for satisfactory work completed prior to the effective date of such termination/suspension. Such compensation shall be based on the value of such work to EWU.
- C. In the event of termination, EWU shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this Contract on the open market. In addition, Contractor shall be liable for all damages authorized by law including, but not limited to, any price 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 rights and remedies of EWU provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

31. **TERMINATION FOR CAUSE BY CONTRACTOR** - This Contract may be terminated by Contractor if after reasonable notice and an opportunity to cure, EWU should fail substantially to perform in accordance with a material term of this Contract through no fault of Contractor. Contractor shall give written notice to EWU of such termination at least thirty (30) days before the date of termination. If the project is suspended by EWU for more than ninety (90) consecutive days, Contractor may terminate this Contract by giving written notice. Upon termination by Contractor, EWU shall be liable only for payment required under the terms of this Contract for services actually rendered or materials delivered prior to the effective date of termination. In no event shall Contractor be entitled to consequential or indirect costs associated with termination. There shall be no payment for anticipated profit, unperformed services, or unabsorbed overhead.

32. **TERMINATION FOR CONFLICT OF INTEREST** - EWU may terminate this Contract by written notice to Contractor if it is determined, after due notice and examination, that any party to this Contract has violated Chapter 42.52 RCW, Ethics in Public Service, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Contract is so terminated, EWU shall be entitled to pursue the same remedies against Contractor as it could pursue in the event Contractor breaches this Contract. The rights and remedies of EWU provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

33. **TERMINATION FOR CONVENIENCE** - Except as otherwise provided in this Contract, EWU may, by 30 calendar day's written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. Once Contractor receives notice that this Contract has been terminated for convenience, Contractor shall perform no further services for EWU. Contractor will be entitled to receive compensation for satisfactory work completed prior to the effective date of such termination. Such compensation shall be based on the value of such work to EWU.

Additionally, EWU may terminate this Contract by 90 calendar day's written notice if new technology or advancements or upgrades in technology allow for alternative to the services provided under this Contract. If this Contract is so terminated, EWU 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.

34. **TERMINATION FOR FUNDING** - 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, EWU may terminate the Contract under the "Termination for Convenience" clause, without the thirty-day notice requirement, subject to renegotiation at EWU's discretion under those new funding limitations and conditions.

35. **TERMINATION FOR WITHDRAWAL OF AUTHORITY** - In the event that EWU's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior to normal completion, EWU may terminate this Contract, in whole or in part, by seven (7)

calendar day's written notice to Contractor. No penalty shall accrue to EWU in the event this section shall be exercised. This section shall not be construed to permit EWU to terminate this Contract in order to acquire similar materials, supplies, services and/or equipment from a third party.

36. **TERMINATION PROCEDURES** - Upon termination of this Contract and in addition to any other rights provided in this Contract, EWU may require Contractor to deliver to EWU 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.

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

The rights and remedies of EWU 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 termination notice, and except as otherwise expressly directed in writing by EWU, Contractor shall:

- A. Stop all work, order fulfillment, shipments, and deliveries under the Contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, supplies, equipment and/or facilities in relation to the Contract except as is necessary to complete or fulfill such portion of the Contract that is not terminated;
- C. Complete or fulfill such portion of the Contract that is not terminated in compliance with all contractual requirements;
- D. Assign to EWU, in the manner, at the times, and to the extent directed by EWU, all of the rights, title, and interest of Contractor under the orders and subcontracts so terminated, in which case EWU has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- E. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of EWU to the extent EWU may require, which approval or ratification shall be final for all the purposes of this clause;
- F. Transfer title to EWU and deliver in the manner, at the times, and to the extent directed by EWU any property which, if the Contract had been completed, would have been required to be furnished to EWU;
- G. Take such action as may be necessary, or as EWU may direct, for the protection and preservation of the property related to this Contract, which is in the possession of Contractor and in which EWU has or may acquire an interest.

37. **THIRD PARTIES** - Nothing contained in this Contract is intended to create, nor shall be construed to create, any right in any third party. Nor shall any third party have any right to enforce the terms of this Contract.

38. **TREATMENT OF ASSETS** - Title to all property furnished by EWU shall remain with EWU. Any property of EWU furnished to Contractor shall, unless otherwise provided herein or approved by EWU, be used only for the performance of this Contract.

Contractor shall be responsible for damages as a result of any loss or damage to property of EWU which results from the negligence of Contractor or which results from the failure on the part of

Contractor to maintain, administer and protect that property in a reasonable manner and to the extent practicable in all instances.

If any EWU property is lost, destroyed, or damaged, Contractor shall immediately notify EWU and shall take all reasonable steps to protect the property from further damage.

Contractor shall surrender to EWU all property of EWU prior to settlement upon completion, termination, or cancellation of this Contract.

Title to all property furnished by Contractor, the cost for which Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in EWU upon delivery of such property by Contractor and acceptance by EWU. Title to other property, the cost of which is reimbursable to Contractor under this Contract, shall pass to and vest in EWU 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 EWU in whole or in part, whichever first occurs.

All reference to Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

39. **U.S. DEPARTMENT OF TREASURY, OFFICE OF FOREIGN ASSETS CONTROL** - EWU complies with U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) payment rules. OFAC prohibits financial transactions with individuals or organizations, which have been placed on the OFAC Specially Designated Nationals (SDN) and Blocked Persons sanctions list located at <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>. Compliance with OFAC payment rules ensures that EWU does not conduct business with individuals or organizations that have been determined to be supporters of terrorism and international drug dealing or that pose other dangers to the United States.

Prior to making payment to individuals or organizations, EWU will download the current OFAC SDN file and compare it to EWU and statewide vendor files. In the event of a positive match, EWU reserves the right to: (1) make a determination of "reasonability" before taking the positive match to a higher authority, (2) seek assistance from the Washington State Office of the State Treasurer (OST) for advanced assistance in resolving the positive match, (3) comply with an OFAC investigation, if required, and/or (4) if the positive match is substantiated, notify Contractor in writing and terminate the Contract according to the Termination for Convenience provision without making payment. EWU will not be liable for any late payment fees or missed discounts that are the result of time required to address the issue of an OFAC match.

40. **WAIVER** - Failure or delay of EWU to insist upon the strict performance of any term or condition of the Contract or to exercise any right or remedy provided in the Contract or by law; or EWU's acceptance of or payment for materials, supplies, services and/or equipment, shall not release Contractor from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of EWU to insist upon the strict performance of the entire agreement by Contractor. In the event of any claim for breach of Contract against Contractor, no provision of this Contract shall be construed, expressly or by implication, as a waiver by EWU of any existing or future right and/or remedy available by law.