

REQUEST FOR PROPOSALS
for
INTEGRATED SMART CLASSROOM
EQUIPMENT AND SERVICES

Issued by
UNIVERSITY OF WASHINGTON



In collaboration with



SOLICITATION NUMBER: 1002566

RFP WEBSITE:

<https://university-of-washington.public-portal.us.workdayspend.com>



RFP OVERVIEW

I. INTRODUCTION

This Request for Proposals (RFP) is being issued by the University of Washington (“Lead Entity”) in collaboration with the Procurement Professionals Alliance RFXPremier cooperative purchasing program. The purpose of this RFP is to establish one or more Master Agreements for **Integrated Smart Classroom Equipment and Services**.

The goal is to provide comprehensive technology systems that transform traditional classrooms into connected, interactive learning environments. This service encompasses the design, installation, training, and support of integrated platforms that enable participating entities to deploy modern, future-ready educational spaces.

Offerings under this RFP include, but are not limited to:

- Interactive displays and smartboards with touch, annotation, and wireless casting capabilities.
- Audio-visual systems including projectors, cameras, microphones, speakers, and lecture capture tools.
- Hardware solutions including imaged computers, laptops, tablets, and mobile devices.
- Integration with Learning Management Systems (LMS) such as Canvas, Blackboard, and Google Classroom.
- Student engagement applications including polling, quizzing, and collaboration software.
- Device connectivity and management solutions for laptops, tablets, and mobile devices.
- Centralized control systems for AV, lighting, and environmental settings.
- Cloud-based and hybrid learning capabilities to support both in-person and remote participants.
- Training, technical support, and maintenance services to ensure adoption and sustained performance.

This enables educational institutions to establish flexible and scalable classroom environments that support evolving instructional models. The approach emphasizes a holistic framework combining hardware, software, services and maintenance to ensure continuity of learning, enhance student engagement, and align with long-term institutional objectives.

About RFXPremier

RFXPremier is a division of the Procurement Professionals Alliance (PPA), a non-profit association dedicated to advancing public procurement through leadership, excellence, and integrity. In accordance with RFXPremier’s Lead Entity Model, the Lead Entity is issuing this RFP, evaluating responses, and establishing Master Agreements with the support and assistance of a Sourcing Team, representing a broad range of perspectives that ensure the RFP incorporates best practices recognized by public entities across the country.

Participation in RFXPremier Master Agreements is convenient and cost-effective for Eligible Entities—including all states (as well as the District of Columbia and US territories), cities, counties, districts, other political subdivisions of any State, Institutions of Higher Education, K-12, quasi-governmental entities, service districts, healthcare institutions, transportation districts, tribes/tribal organizations, or nonprofit organizations—and suppliers, with no membership or registration required.

More information about PPA, RFXPremier, and the RFXPremier Lead Entity Model can be found at www.joinppa.org and www.rfxpremier.org and in Attachment 6, Participation Information.



II. GENERAL INFORMATION AND INSTRUCTIONS

A. RFP Contact. The following individual is the sole contact for this RFP:

Silvia Andersen
 Contract Manager
 University of Washington
silvif@uw.edu

B. RFP Website. The following website is the sole official source for RFP information and updates:

Vendors can register via the University’s **Workday Strategic Sourcing (WSS)** website for the sourcing event by visiting:

<https://university-of-washington.public-portal.us.workdaysspend.com/>

Search using reference # **1002566**

Option 1- Select Bid > Register

Option 2- Select the title of the RFP and select Start Bid > Register

C. RFP Documents. This RFP consists of this RFP Overview, the following attachments, and any information or materials posted by the Lead Entity to the RFP Website, as amended:

1. Attachment 1, RFP Terms and Conditions
2. Attachment 2, Scope of Work
3. Attachment 3, RFP Evaluation Plan
4. Attachment 4, Sample Master Agreement
5. Attachment 5, University of Washington General Terms and Conditions
6. Attachment 6, Participation Information
7. Attachment 7, Protest Information
8. Attachment 8, Offeror Information, Acknowledgements, and Certifications
9. Attachment 9, Offeror Response Worksheet A Categories 1-8
10. Attachment 10, Offeror Response Worksheet B Category 9 only
11. Attachment 11, Cost Proposal
12. Attachment 12, WIPHE Participation
13. Attachment 13, Proposed Modifications to Sample Master Agreement
14. Attachment 14, Claim of Business Confidentiality
15. Attachment 15, Bidder Question Template
16. Attachment 16, University of Washington DPA (Data Processing Agreement)
17. Attachment 17, IT Security Rider
18. Attachment 18, IT Digital Accessibility Rider

D. Important Dates.

Activity	Due Date	Due Time
RFP Released	11/19/2025	N/A
<u>Mandatory</u> Pre-Bid Conference (includes virtual site walkthrough)	12/9/2025	3:00 PM PST



RSVP <u>Required</u> to the RFP Contact referenced above by 12/08/2025 at 3:00pm PST. Zoom link will be provided to bidders after receipt of RSVP.		
Bidder Questions Due	12/22/2025	3:00 PM PST
Bid Answers Due	01/12/2026	3:00 PM PST
Proposals Due	01/26/2026	3:00 PM PST
Announcement of Apparent Successful Bidder	02/20/2026	3:00 PM PST

Dates and deadlines are subject to change. Offerors should continue checking the RFP Website for the most up-to-date information.

E. How to Ask Questions.

1. Read and review this RFP, including all attachments, exhibits, and amendments.
2. All questions must be submitted in writing via the Workday Strategic Sourcing website citing the particular RFP section and paragraph number, and utilizing Attachment 15, Bidder Question Template spreadsheet.
3. Depending upon the nature of the inquiry and the response, copies of the question and response may be distributed to all other potential vendors.
4. The closing date for asking questions is listed in the Important Dates section above.
5. The University may exercise its option not to reply to Vendor inquiries; therefore, Vendors should be prepared to submit a proposal based on the information included in the RFP.
6. For assistance with technical issues associated with the RFP Website, contact RFP contact listed above.

F. How to Respond.

1. Read and review this RFP, including all attachments, exhibits, and amendments.
2. Prepare a proposal that:
 - Follows the requested format;
 - Includes the Solicitation Number on all materials making up the proposal;
 - Addresses each question and request for a response in this RFP, including all questions in Attachment 9, Offeror Response Worksheet A and/or Attachment 10, Offeror Response Worksheet B;
 - Clearly demonstrates your ability to meet the Scope of Work described in Attachment 2 and,
 - Includes all required submissions identified in Section IV.
3. Vendors shall submit a proposal in PDF OR Word format, via the University’s Workday Strategic Sourcing (WSS) website.
4. Proposals must be submitted on or before the date and time specified in Important Dates section above. Any proposal received after that date and time may not be considered.
5. All proposals and any accompanying documentation become the property of the UW and will not be returned.

III. SCOPE OF WORK

A detailed description of the Deliverables being sought through this RFP is attached as Attachment 2, Scope of Work.



The scope of this RFP and its resulting Master Agreement(s) is intended to benefit all states (as well as the District of Columbia and US territories), cities, counties, districts, other political subdivisions of any State, Institutions of Higher Education, K-12, quasi-governmental entities, service districts, healthcare institutions, transportation districts, tribes/tribal organizations, or nonprofit organizations. Therefore, **Offerors should not interpret the Scope of Work to be associated with or limited to any specific purchase, implementation, project, need, or program** within the Lead Entity or any other eligible entity. Proposals should be generally applicable to all potential Participating Entities and Purchasing Entities, except where specificity is requested.

The initial term of the Master Agreement(s) resulting from this RFP is anticipated to be five (5) years, with the option to exercise renewals totaling up to an additional one (1) year following the initial term, upon mutual agreement by the Lead Entity and Contractor.

IV. OFFEROR RESPONSE

A. Required Submissions. The following must be submitted with your proposal:

1. Any response required to be submitted directly through the RFP Website;
2. Completed and signed Attachment 8, Offeror Information, Acknowledgements, and Certifications
3. Completed Attachment 9, Offeror Response Worksheet A Categories 1-8
4. Completed Attachment 10, Offeror Response Worksheet B if offeror is submitting a proposal for services listed under Category 9.
5. Completed Attachment 11, Cost Proposal, submitted as a separate document and separate file, if submitting electronically
6. Completed and signed Attachment 12 WIPHE Participation
7. Completed Attachment 13, Proposed Modifications to Sample Master Agreement
8. Redlined copy of Attachment 4, Sample Master Agreement, if proposing modifications
9. Completed and signed Attachment 14, Claim of Business Confidentiality
10. Redacted copy of proposal clearly marked as such, if claiming confidential, proprietary, or protected information

B. Other Documents. The following are informational only and do **not** need to be submitted with your proposal:

1. This RFP Overview
2. Attachment 1, RFP Terms and Conditions
3. Attachment 2, Scope of Work
4. Attachment 3, RFP Evaluation Plan
5. Attachment 4, Sample Master Agreement
6. Attachment 5, University of Washington General Terms and Conditions
7. Attachment 6, Participation Information
8. Attachment 7, Protest Information
9. Attachment 16, University of Washington DPA (Data Processing Agreement)
10. Attachment 17, IT Security Rider
11. Attachment 18, IT Digital Accessibility Rider

V. EVALUATION AND AWARD PROCESS

A. Proposals will be sealed until the RFP Close Date. After opening, proposals will be evaluated in stages as set forth in this section and further detailed in Attachment 3, RFP Evaluation Plan.



1. **Stage 1: Initial Responsiveness Evaluation.** Proposals will be reviewed for completeness and initial responsiveness. Proposals omitting required documents or responses may be rejected in accordance with Attachment 1, RFP Terms and Conditions.
 2. **Stage 2: Mandatory Minimum Requirements Evaluation.** Complete and responsive proposals will be reviewed for compliance with mandatory minimum requirements. Proposals failing to meet or exceed all Mandatory Minimum Requirements identified in Attachment 3, RFP Evaluation Plan may be rejected in accordance with Attachment 1, RFP Terms and Conditions.
 3. **Stage 3: Technical Criteria Evaluation.** Proposals meeting or exceeding the Mandatory Minimum Requirements will be evaluated against the Technical Criteria set forth in Attachment 3, RFP Evaluation Plan.
 4. **Stage 4: Cost Evaluation.** Cost Proposals not rejected following evaluation of Technical Criteria will be evaluated. Cost Proposals may also be subject to an independent review for reasonableness and best value by the Lead Entity. Costs determined not to be reasonable or best-value by the Lead Entity may result in all or part of Offeror's proposal being rejected, notwithstanding the results of the Cost Proposal evaluation.
 5. The Lead Entity and Evaluation Committee will then determine which proposals are most advantageous to the Lead Entity and potential Participating Entities and Purchasing Entities. Methods used to make this determination may include, but are not limited to, one or more of the following:
 - Identification of a natural break in total scores;
 - Identification of a minimum scoring threshold above which Offerors are deemed qualified;
 - Consideration of the optimal number of Contractors required to successfully supply Deliverables to Participating Entities and Purchasing Entities
 6. It is anticipated that this RFP may result in Master Agreement award(s) to multiple Contractors, at the Lead Entities discretion. The evaluation process is designed to award the contract resulting from this RFP to the Supplier(s) deemed to be the most responsive and responsible concerning requirements outlined in the Technical Requirements.
- B.** After evaluations are completed, the Lead Entity and Sourcing Team will determine which proposals are most advantageous to the Lead Entity and potential Participating Entities and Purchasing Entities. Please see Attachment 3, RFP Evaluation Plan for further details of award determination.
- C.** Prior to announcement of awards and execution of Master Agreements, the Lead Entity will present an award recommendation to RFXPremier for approval of the proposed awards.
- D.** Following approval of RFXPremier, the University of Washington will post a notice on the Workday Strategic Sourcing (WSS) website.



Attachment 1 RFP TERMS AND CONDITIONS

This RFP and Offeror's participation therein is subject to the following terms and conditions:

I. DEFINITIONS

- A. **Award** or **award** means the identification of Offerors eligible to execute a Master Agreement following completion of the Sourcing Team's evaluation.
- B. **Confidential Information** means any and all information in any form that is marked as confidential or would by its nature be deemed confidential and is obtained by Offeror in connection with this RFP, including but not limited to the data or records of the Lead Entity, the Sourcing Team, PPA, or RFXPremier.
- C. **Contractor** means an Offeror with whom the Lead Entity executes a Master Agreement resulting from this RFP.
- D. **Day** means a calendar day, unless otherwise indicated.
- E. **Deliverable** means a good, product, service, solution, result, labor, or other effort being sought through this RFP.
- F. **Eligible Entity** means all states (as well as the District of Columbia and US territories), cities, counties, districts, other political subdivisions of any State, Institutions of Higher Education, K-12, quasi-governmental entities, service districts, healthcare institutions, transportation districts, tribes/tribal organizations, or nonprofit organizations.
- G. **Interested Entity** means an Entity that has requested to be identified as a potential Participating Entity in this RFP.
- H. **Lead Entity** means the Entity issuing this RFP.
- I. **Master Agreement** means a contract, resulting from this RFP, that is executed by and between a successful Offeror and the Lead Entity, acting in collaboration with RFXPremier.
- J. **Sourcing Team** means the group of individuals assisting the Lead Entity with solicitation and contracting activities, which may include but are not limited to development of this RFP, evaluation of proposals, negotiation of Master Agreements, and evaluation of Contractor performance.
- K. **PPA** means the Procurement Professionals Alliance.
- L. **RFXPremier** means the cooperative contracting division of PPA.
- M. **Offeror** means an entity or individual submitting a proposal in response to this RFP.
- N. **Order** means a purchase order, sales order, agreement, or other document used by a Purchasing Entity to commit funds in exchange for a Contractor's delivery of one or more Deliverables.
- O. **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (e.g., ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).
- P. **Participating Entity** means an entity authorized to enter into a Participating Addendum, that executes a Participating Addendum with a Contractor.
- Q. **Proposal** or **proposal** means the document(s), data, information, and other media submitted by an Offeror in response to this RFP, including information submitted directly through the RFP Website and information submitted after the RFP Close Date at the request of the Lead Entity.
- R. **Purchasing Entity** means an entity authorized to use a Participating Addendum, that issues an Order under a Master Agreement resulting from this RFP through a Participating Entity's Participating Addendum.
- S. **RFP** means this request for proposals, including all attachments and exhibits and any information posted by the Lead Entity to the RFP Website, as amended.



- T. **RFP Close Date** means the date and time identified in Section [II.D.5] of the RFP Overview.
- U. **RFP Contact** means the individual identified in Section [II.A] of the RFP Overview.
- V. **RFP Open Date** means the date and time identified in Section [II.D.1] of the RFP Overview.
- W. **RFP Q&A Deadline** means the date and time identified in Section [II.D.3] of the RFP Overview.
- X. **RFP Website** means the website identified in Section [II.B] of the RFP Overview.
- Y. **Solicitation Number** means the number identified on the cover page of the RFP Overview and in the header of each attachment to this RFP.

II. GOVERNING LAW AND VENUE

- A. This RFP and Offeror's participation in it is governed by and construed in accordance with the laws of the state where the Lead Entity is located.
- B. Unless otherwise specified in this RFP, the venue for any protest, claim, dispute, or action relating to this RFP, including evaluation and award, is in the state where the Lead Entity is located.
- C. Any claim relating to this RFP brought in a federal forum must be brought and adjudicated solely and exclusively within the United States District Court for the State where the Lead Entity is located.
- D. Offeror and Offeror's participation in this this RFP must comply with all applicable federal, state, and local laws, rules, and policies.
- E. All Deliverables proposed by Offeror must comply with all applicable federal, state, and local laws, rules, and policies.

III. RFP DOCUMENTS

A. RFP Website.

1. The RFP Website is the sole source for official RFP documents and updates. The Lead Entity may, but is under no obligation to, notify Offeror of updates to the RFP Website, including the posting of RFP amendments.
2. Documents from this RFP may be posted on multiple websites, including non-Lead Entity procurement solicitation boards and the RFXPremier website, or distributed through other channels, such as email. Such distribution is for advertising and informational purposes only, and documents and information from sources other than the RFP Website should not be relied upon to develop or submit a proposal. Proposals or questions submitted through any means other than those specified in this RFP will not be addressed or considered by the Lead Entity.

B. RFP Amendments.

1. The Lead Entity may, at any time and in its sole discretion, issue one or more amendments to this RFP. Information shared orally or in informal communications will not be considered an amendment unless explicitly stated in the communication or documented in writing on the RFP Website.
2. Offerors may, through the process described in this RFP for asking questions, propose amendments to the RFP, including adjustment of deadlines. The Lead Entity is not obligated to consider any proposed amendment.
3. The Lead Entity may extend any deadline given to Offerors during the RFP process, including the RFP Close Date and RFP Q&A Deadline.
4. The Lead Entity may make immaterial corrections or clarifications to the RFP.
5. Offeror is wholly responsible for reviewing amendments and updates to the RFP Website, acknowledging amendments as required, and submitting a proposal that is responsive to and compliant with the RFP as amended.

C. Waiver.



1. The Lead Entity may waive any requirement in this RFP if the Lead Entity determines that waiver is in the best interest of the Lead Entity and potential Participating Entities and Purchasing Entities.
 2. Waiver of a requirement will not be construed as waiver of any other requirement in this RFP.
 3. The Lead Entity may waive minor irregularities or defects in an Offeror's proposal.
- D. Conflicts and Issues.**
1. The following should be brought to the attention of the Lead Entity using the process described in this RFP for asking questions or, if applicable, by filing a protest using the process described in Attachment 7, Protest Information:
 - a. Any alleged conflict among the materials composing this RFP; and
 - b. Any alleged issue relating to the content of this RFP, including instructions, requirements, or specifications alleged to be ambiguous, unduly restrictive, erroneous, anti-competitive, or unlawful.
 2. Any protest, claim, dispute, or action based upon a conflict or issue described in Subsection 1.a or Subsection 1.b will be filed no later than the RFP Close Date. Offeror waives the right to file any protest, claim, dispute, or action based upon a conflict or issue described in Subsection 1.a or Subsection 1.b if not filed by the RFP Close Date.

IV. PROPOSALS

- A. Late Delivery or Non-delivery of Proposal.** Offeror is wholly responsible for ensuring Offeror's proposal is complete and submitted timely to the Lead Entity in the format required by this RFP. The Lead Entity will not accept a proposal after the RFP Close Date.
- B. Modified and Alternate Proposals.** Offeror is expected to submit Offeror's most favorable terms and pricing in its original proposal submitted by the RFP Close Date. The Lead Entity is under no obligation to provide Offeror an opportunity to modify or submit an addendum to Offeror's original proposal or to submit another proposal, including a best and final offer, prior to final evaluation and award. Alternate proposals will not be accepted unless otherwise specified in this RFP.
- C. Discussions, Clarifications, and Demonstrations.** The Lead Entity may, but is not obligated to, enter into discussions with or request clarifications or demonstrations from one or more Offerors prior to awarding a Master Agreement. Offerors are expected to be ready to participate in discussions, clarifications, or demonstrations with limited notice. Discussions, clarifications, and demonstrations must be consistent with Offeror's original proposal and will become an addendum to Offeror's proposal.
- D. Cost Proposal.**
1. Offeror must complete all required elements of Attachment 10, Cost Proposal. The format and structure of the Cost Proposal is intended to allow for a fair evaluation of like costs among Offerors. Deviation from the format or structure of the Cost Proposal may result in Offeror's proposal being deemed non-responsive.
 2. Offeror is wholly responsible for ensuring figures and calculations submitted in Offeror's completed Cost Proposal are accurate, even if formulas have been provided by the Lead Entity as a courtesy.
 3. Inclusion of cost or pricing information in any document other than the Cost Proposal may result in Offeror's proposal being deemed non-responsive.
 4. Offeror's proposed costs must be inclusive of all fees and charges, including but not limited to fees or charges for shipping, delivery, credit card payments, and personnel. All costs proposed by Offeror must also be inclusive of the RFXPremier administrative fee. Proposed costs incorporated into a Master Agreement resulting from this RFP represent not-to-exceed pricing and minimum discounts, where applicable. Except as permitted by Subsection 5, pricing offered to Participating Entities and Purchasing Entities must be no higher than pricing set forth in the Master Agreement.



5. A Participating Addendum may also require payment of an additional administrative fee by Contractors to a Participating Entity based on sales to Purchasing Entities within the jurisdiction of the Participating Entity. Unless otherwise negotiated by the Participating Entity, Contractor may adjust the Master Agreement pricing incorporated into the Participating Entity's Participating Addendum by an amount not to exceed the Participating Entity's fee. Such adjustments will have no effect on the RFXPremier administrative fee, pricing in the Master Agreement, or pricing offered to Purchasing Entities outside the jurisdiction of the Participating Entity.
6. In addition to the Cost Proposal evaluation described in this RFP, Cost Proposals may also be subject to an independent review for reasonableness by the Lead Entity. Costs determined not to be reasonable or best-value by the Lead Entity, including any cost to which Offeror's proposed markup or discount is to be applied, may result in all or part of Offeror's proposal being rejected, notwithstanding the results of the Cost Proposal evaluation.
7. At the Lead Entity's discretion, points earned in the Cost Proposal evaluation may be normalized and scaled to award the Offeror earning the highest total cost score the maximum number of cost points possible.

E. Proposed Modifications to the Sample Master Agreement.

1. The Lead Entity may, but is not obligated to, consider proposed modifications to Attachment 4, Sample Master Agreement. Provisions of the Sample Master Agreement that are generally inapplicable to, incompatible with, or unsuitable for the subject of this RFP should be brought to the attention of the Lead Entity using the process described in this RFP for asking questions and will be addressed only at the sole discretion of the Lead Entity.
2. Offeror-specific modifications to Attachment 4, Sample Master Agreement, may be proposed as part of Offeror's proposal in Attachment 13, Proposed Modifications to Sample Master Agreement, but are strongly discouraged. The quantity, breadth, and nature of modifications proposed by Offeror may be considered in the Lead Entity's evaluation of Offeror's proposal and of its risks, costs, and benefits to the Lead Entity and potential Participating Entities and Purchasing Entities. Proposing excessive or overly restrictive modifications, or proposing modifications upon which Offeror's proposal is conditioned, may result in Offeror's proposal being deemed non-responsive.
3. The following will not be considered by the Lead Entity:
 - a. Any proposed modification not submitted with Offeror's proposal in Attachment 13, Proposed Modifications to Sample Master Agreement;
 - b. Any proposed modification not accompanied by an explanation as required in Attachment 13, Proposed Modifications to Sample Master Agreement;
 - c. Any proposed modification not reflected in redlined edits to the Sample Master Agreement and submitted with Offeror's proposal; and
 - d. Any proposed modification merely referencing another document or a URL.
4. Offerors may propose additional terms but must include them in Attachment 13, Proposed Modifications to Sample Master Agreement and must clearly identify where any terms conflict with the Sample Master Agreement.
5. If Offeror is awarded a Master Agreement resulting from this RFP, a comparison of Attachment 4, Sample Master Agreement and Offeror's accepted modifications thereto may be posted on the RFXPremier website for examination by potential Participating Entities and Purchasing Entities.

F. Proposal Contact.

1. The Proposal Contact identified by Offeror in Attachment 8, Offeror Information, Acknowledgements, and Certifications must be able to respond timely to communications from the Lead Entity. Offeror must, within 24 hours, notify the Lead Entity of any change



- to Offeror's Proposal Contact. Offeror is wholly responsible for ensuring communications received by Offeror's Proposal Contact are reviewed and addressed timely by the appropriate personnel.
2. The Lead Entity may, but is under no obligation to, notify Offeror's Proposal Contact of updates to the RFP Website, including the posting of RFP amendments. Offeror is wholly responsible for reviewing updates and submitting a proposal that is responsive to and compliant with the RFP as amended.
- G. Proposal Development Costs.** All costs incurred by Offeror in the preparation and submission of a proposal, including any costs incurred during discussions, clarifications, or demonstrations, are the responsibility of Offeror and will not be reimbursed.
- H. Firm Offer.** Offeror's proposal will act as a firm offer for 180 days following the RFP Close Date. After 180 days, the offer will remain open unless revoked by Offeror via written withdrawal of Offeror's proposal.
- I. Ownership and Disclosure of Proposals.**
1. Hard copy proposals and tangible items submitted by Offeror in connection with this RFP, including physical media and product samples, will become the property of the Lead Entity and may not be returned to Offeror.
 2. Offeror grants Lead Entity and PPA a perpetual, irrevocable, non-exclusive, royalty-free, and transferable right to display, modify, copy, and otherwise use the contents of Offeror's proposal, which may be:
 - a. Shared with PPA members;
 - b. Shared with entities represented on the Sourcing Team;
 - c. Posted to the RFXPremier website following execution of Master Agreements for examination by potential Participating Entities and Purchasing Entities;
 - d. Subject to disclosure in accordance with applicable public information laws, rules, and policies; and
 - e. Subject to retention, archiving, and destruction in accordance with applicable retention laws, rules, and policies.
 3. If Offeror is claiming any portion of its proposal as confidential, proprietary, or protected, Offeror must complete the required sections of Attachment 14, Claim of Business Confidentiality, and submit with Offeror's proposal a redacted copy of Offeror's proposal, which must be clearly marked as such. Offeror may not mark pricing or Offeror's entire proposal as confidential, proprietary, or protected. Submission of a Claim of Business Confidentiality does not guarantee that information claimed by Offeror as confidential, proprietary, or protected will not be subject to disclosure in accordance with applicable public information laws, rules, and policies. If Offeror fails to submit a redacted copy of Offeror's proposal, or fails to claim information as confidential, proprietary, or protected in compliance with this RFP, Offeror releases the Lead Entity, PPA, PPA members, and entities represented on the Sourcing Team from any obligation to keep the information confidential and waives all claims of liability arising from disclosure of the information.
- J. Confidential Information.** If Offeror is provided or given access to Confidential Information in connection with this RFP, Offeror will keep the Confidential Information in confidence and will not use the Confidential Information for any purpose other than as directed by the Lead Entity and as necessary to respond to this RFP. Unless otherwise directed by the Lead Entity, Offeror will destroy Confidential Information within 30 days of the cancellation of this RFP, rejection or withdrawal of Offeror's proposal, or execution of a Master Agreement between the Lead Entity and Offeror.

V. RIGHTS RESERVED TO THE LEAD ENTITY

A. RFP Contact and Sourcing Team.



1. The Lead Entity may change the RFP Contact at any time. The Lead Entity will notify potential Offerors of the change via an amendment to this RFP, an email to the Offeror's Proposal Contact, or an update to the RFP Website.
 2. The Lead Entity is not required to disclose the composition of the Sourcing Team and may, at any time and without notice, change the composition of the Sourcing Team, provided the composition complies with the Lead Entity's laws, rules, and policies.
- B. Consideration of External Information.** The Lead Entity and Sourcing Team may consult external sources and consider external information to confirm the responsibility of Offeror, the responsiveness of Offeror's proposal, and the veracity of any representation made by Offeror. Offeror will be given a reasonable opportunity to respond to any external information obtained by the Lead Entity and Sourcing Team that materially and negatively affects evaluation of Offeror's proposal. External information does not include information obtained from references provided by Offeror.
- C. Rejection of Proposals.** The Lead Entity may reject Offeror's proposal at any time if the Lead Entity determines that:
1. The proposal is non-responsive;
 2. The proposal has failed to meet any mandatory requirement of the RFP, including any minimum scoring threshold;
 3. Offeror is not responsible; or
 4. Offeror has committed a violation of procurement law, rule, or policy.
- D. Cancellation.**
1. The Lead Entity may cancel this RFP at any time if the Lead Entity determines that cancellation is in the best interest of the Lead Entity and potential Participating Entities and Purchasing Entities.
 2. Following cancellation, the Lead Entity may, at its discretion, re-issue this RFP or issue another RFP for the same or similar Deliverables.
- E. No Exclusivity.**
1. Master Agreements resulting from this RFP will be established solely for the convenience of Participating Entities. The Lead Entity, Participating Entities, and Purchasing Entities reserve the right to obtain the same or similar Deliverables from other sources when in their best interest and permitted by applicable law, rule, or policy.
 2. The Lead Entity may, at its discretion, issue a supplemental solicitation during the term of a Master Agreement resulting from this RFP if the Lead Entity determines that:
 - a. There is insufficient competition among Contractors awarded a Master Agreement resulting from this RFP;
 - b. The quantity or diversity of Deliverables available through Master Agreements resulting from this RFP is insufficient to meet demand; or
 - c. Changes in the industry, market, or technology justify the solicitation of new or supplemental Contractors or Deliverables.
- F. Mandatory State Preferences.** The Lead Entity may apply mandatory evaluation preferences to proposals of eligible Offerors as set forth in applicable laws, rules, policies, or provisions of this RFP. Offeror is wholly responsible for demonstrating eligibility for any applicable preference in Offeror's proposal, including identification of applicable Business Certifications in Attachment 8, Offeror Information, Acknowledgements, and Certifications. Offerors that meet the requirements for award with an applied preference but would not receive an award without an applied preference may be awarded a contract for use by the Lead Entity but will not be awarded a RFXPremier Master Agreement for use by other states and eligible entities.
- G. Conditional Awards.**
1. Award and execution of a RFXPremier Master Agreement by the Lead Entity is conditioned upon the following:
 - a. Approval by RFXPremier;



Attachment 2 SCOPE OF WORK

This Scope of Work describes the Deliverables being sought through this RFP and the scope of what Contractors will be expected to offer through a Master Agreement resulting from this RFP. The Scope of Work is intended to provide potential Offerors with sufficient basic information to submit a proposal. It is not intended to limit a proposal's content or exclude any relevant or essential data.

At the sole discretion of the Lead Entity, the scope of any Master Agreement awarded pursuant to this RFP may be amended at any time during the term of the agreement to incorporate new or updated models, versions, or technologies that align with and support the objectives and deliverables outlined herein.

I. OVERVIEW AND DEFINITIONS

The Master Agreement(s) resulting from this Request for Proposal (RFP) are intended to establish a competitively sourced, cooperative purchasing vehicle that provides Participating Entities with consistent access to smart/integrated classroom technologies, equipment, software, and related services. The objective of these agreements is to enable educational institutions at all levels to procure comprehensive, future-ready solutions that enhance teaching, learning, and student engagement in a cost-effective and scalable manner.

II. MASTER AGREEMENT OBJECTIVES

As institutions expand the use of interactive classrooms, hybrid meeting spaces, and advanced communication systems, this Master Agreements will fill the gap by offering a reliable and scalable mechanism for procuring the necessary equipment, services, and support.

Specifically, the Master Agreements are intended to:

- Provide Participating Entities with a full line of equipment and supplies, including but not limited to interactive displays, smartboards, video cameras, projectors, imaged computers, laptops, mobile devices, peripherals and supporting software.
- Ensure access to comprehensive services such as consultation, instructional design support, installation, integration, training, maintenance, and technical support.
- Establish exclusive award categories that align with defined areas of expertise, allowing the Lead Entity to make separate awards and optimize vendor capabilities for each category.
- Enable Purchasing Entities to leverage the collective purchasing power of the cooperative, resulting in best value pricing, reduced administrative burden, and favorable contract terms.
- Support a holistic, lifecycle approach to smart classroom technology, ensuring continuity from deployment and integration through ongoing management, upgrades, and performance improvements.
- Ensure that awarded Contractor(s) accept full responsibility for all aspects of contract performance, including the oversight and accountability of subcontractors, to guarantee quality and reliability.

By meeting these objectives, the Master Agreements will directly address challenges such as fragmented procurement, limited interoperability, and uneven access to modern educational



technology. The agreements will create a consistent framework that empowers educational institutions to implement integrated, student-centered learning environments that support instructional innovation, equity of access, and long-term institutional success.

III. MASTER AGREEMENT DELIVERABLES

Offerors responding to this solicitation must demonstrate the capability to provide comprehensive design and consultation services, installation, and ongoing maintenance for solutions comprised of integrated classroom equipment and supplies. The awarded Contractor(s) shall be fully responsible for the performance of all aspects of the Contract, including the oversight and performance of any subcontractors engaged in the delivery of products or services.

The intent of this requirement is to ensure that Purchasing Entities are provided with a holistic, end-to-end solution that equips classrooms, conference rooms, office spaces, and similar environments with integrated technologies. Solutions shall be delivered in a manner that ensures full installation, functionality, and operational readiness of all equipment, thereby meeting the intended purpose and performance expectations of the end user.

For the purposes of this RFP, the following categories define the desired range of products that should be included in the Contractor's full line catalog. These categories are provided solely for solicitation purposes and do not replace or restrict the Contractor's existing catalog structure. Offerors are encouraged to provide a broad and diverse product offerings within each category.

Category 1: Audio Equipment

Includes, but is not limited to: Audio Mixers, Recorders, Digital Signal Processors, Audio Enhancers, Amplifiers, Speaker Systems (including portable speakers, interior, exterior), Stereo Receivers/Equalizers, Radio Receivers, Public Address Systems (including portable systems), Intercom and Paging Systems, Wireless Microphone Systems, Audio Recorder and/or Playback Devices, and Sound Masking Systems.

Category 2: Video Equipment

Includes, but is not limited to: Video Cameras and Lenses, Equipment for Video Conferencing, Teleprompters, Mixers/Switches, Video Routing and Distribution Systems, Video and/or Digital Players/Recorders, Virtual or Augmented Reality Devices, Video Editing Systems, High-Definition Cameras (non-security related), Blu-Ray Players/Recorders, Document Cameras, Digital Video Storage Devices, and Video On-Demand Servers.

Category 3: Photographic Equipment

Includes, but is not limited to: Cameras, Digital Imaging and Editing Software, Camera Lenses and Accessories, Digital Memory Cards, and Lighting Equipment with Accessories.

Category 4: Screens, Displays, and Projection Equipment

Includes, but is not limited to: LED, OLED, and other screens/monitors/TVs of all sizes; Projection Screens (rear projection, motorized, tripod, portable, and wall-mounted); Plasma Displays and Panels; Interactive Screens (whiteboards, displays, monitors, projectors); Video Projection Systems; Video Presentation Boards; Projectors (LCD, DLP, Overhead, and Slide);



Digital Signage Systems; Video Wall Systems; Presentation Devices; and Virtual Reality/Hologram Systems.

Category 5: Peripherals and Accessories

Includes, but is not limited to: Audio/Video Mobile Carts, Mounting Systems, Podiums, Lecterns, Stands, Equipment Cases, Racks and Rack Mounting Equipment, Test Equipment, Batteries, Chargers, Cables, Connectors, Adapters, Multimedia Consoles and Control Systems, Switchers, Routers, Camera Accessories (such as tripods, fluid heads, and support equipment), Equipment Tables and Desks, and Lighting.

Category 6: Smart Classroom and Learning Technologies

Includes, but is not limited to: Learning Management System (LMS) integrations (e.g., Canvas, Blackboard, Google Classroom); Collaboration and Engagement Software (polling, quizzing, annotation, breakout session tools); Classroom Management Platforms; Lecture Capture and Streaming Systems; Device Connectivity and Management Tools; Hybrid/Remote Learning Platforms; and Cloud-Based Instructional Tools designed to enhance both in-person and online learning.

Category 7: Computer Devices and Hardware

Includes, but is not limited to: Imaged Computers, Laptops, Tablets, Mobile Devices, related accessories, and required services.

Category 8: Smart Classroom & Learning Technologies – Software

Contractors providing Smart Classroom and Learning Technologies shall ensure that any product requiring a software component to operate properly includes all necessary software licensing documentation. At a minimum, the Contractor shall provide a copy of the software licensing agreement, End User License Agreement (EULA), or other related licensing documentation at the time of quote and, upon request, attach such documentation with any invoice provided to the Customer.

Software purchases are intended to support the implementation of this portfolio, Smart Classroom and Learning Technology solutions, including but not limited to collaboration platforms, learning management system (LMS) integrations, classroom management tools, lecture capture applications, and content creation or editing software. Software may also be procured on a standalone basis when directly related to Smart Classroom and Learning Technologies.

The Contractor shall ensure that all software provided under this contract has appropriate licensing to permit use by all eligible users. Contractors must obtain and furnish EULAs to the Customer at the time of quote and/or prior to purchase, and must fully comply with all applicable data security, privacy, and IT requirements as outlined in each Participating Addendum.

Category 9: Consulting, Design, and Installation Services

Contractors may provide consulting and design services for Participating Entities, including needs assessment and planning, technology standards development, budget planning and



analysis, custom design solutions, infrastructure design, user experience design, equipment installation, system integration and configuration, and quality assurance and testing.

These categories collectively represent the breadth of products desired within the scope of work to ensure that Participating Entities have access to a wide variety of equipment and supplies. The list provided herein is illustrative and not exhaustive; Offerors may include additional relevant products not specifically listed above to support the comprehensive needs of public entities.

IV. CONTRACTOR RESPONSIBILITIES AND TASKS

The awarded Contractor(s) shall assign a dedicated Contract Manager to serve as the primary liaison between the Purchasing Entities and the Contractor. The Contract Manager shall be responsible for addressing inquiries, coordinating communications, and resolving issues or problems related to any aspect of the Master Agreement.

Internet-based Ordering System

The Contractor shall provide and maintain an Internet-based ordering system accessible to all Participating Entities through a dedicated URL/website. The system must be available via the Internet without the requirement for additional software or licensing. Access shall be provided free of charge, twenty-four (24) hours a day, seven (7) days a week, except during scheduled maintenance periods.

The ordering website shall be separated and distinct from the Contractor's commercially available (i.e., public) online catalog and ordering systems. No non-contract items or pricing shall be displayed without the prior written approval of the Lead Entity.

At a minimum, the Internet-based ordering system shall:

1. Allow Participating Entities to search the Contractor's catalog by keyword, brand name, description, or other relevant criteria.
2. Provide List Price, Discount, and Contract Pricing for each Purchasing Entity.
3. Enable pricing overrides when a negotiated quote with more favorable pricing has been offered.
4. Include a shopping cart feature with the ability for Purchasing Entities to specify shipping instructions.
5. Display contract and ordering information, including manufacturer name, product name, standard pricing, product photos, and descriptions.
6. Support secure online ordering with functionality for storing procurement card (P-card) information.
7. Provide order tracking and status updates after submission, as well as order history tied to the purchaser's account.



8. Maintain a database for each Participating Entity that records comprehensive sales information for the life of the contract, including (at minimum):
 - Date and status of each order, including shipment date.
 - Quantity, pricing, and order details.
 - Contact information of the individual placing the order.
9. Provide and maintain training materials, FAQs, and troubleshooting resources related to the website and contract. These resources must be updated as needed.
10. Provide training for Purchasing Entities on basic system use (searching, ordering, invoicing, service tools, credits, etc.). One (1) training session, up to one hour, per Participating Entity per contract year shall be provided at no additional cost. Training may be delivered remotely (e.g., videoconference, webinar).
11. Provide contact information for ordering, billing, credit, service, and other support issues.
12. Provide a current list of Contractor sales representatives assigned to the contract, including contact information and geographic coverage.
13. Ensure compliance with ADA and each Participating Entity's IT accessibility standards.
14. Allow Purchasing Entities to create personal lists and profiles, with secure options for storing and maintaining P-card information.
15. Ensure a fully functional Internet-based ordering system meeting all requirements is operational within sixty (60) calendar days of award. Failure to meet this requirement may be deemed a default and result in cancellation of the award.
16. Restrict the online catalog to awarded contract category product(s) only. Contractors shall not cross-sell or cross-advertise products outside the awarded category(ies).
17. Include links to environmental certifications and sustainability programs, such as EPEAT, Energy Star, and take-back/recycling initiatives.

For large-quantity purchases, Purchasing Entities are encouraged to request quotes by contacting the Contractor's representative offline.

It is further desired that the Internet-based ordering system provide functionality to track and log previous order history by account to promote efficiency, ease of use, and continuity of frequently purchased products.

Other Ordering Requirements

1. The Contractor shall provide and maintain a toll-free telephone number for order placement. At a minimum, Purchasing Entities must be able to place orders, inquire about the status of existing orders, and obtain pricing and availability information. Customer service via the toll-free number shall be available Monday through Friday
2. The Contractor shall accept orders via email, in addition to other ordering methods described in this solicitation.



3. The Contractor shall provide the Purchasing Entity with a printable order confirmation upon order placement. Where orders are placed using a credit card, a printable receipt shall also be provided.
4. The Contractor shall acknowledge receipt of all orders within twenty-four (24) hours of placement. Such acknowledgment shall include confirmation of the order details and an estimated delivery date.
5. The Contractor shall notify the Purchasing Entity within forty-eight (48) hours of order acknowledgment if any item is on backorder or delayed. Notification must include the expected availability date and alternative options, if available.
6. The Contractor shall provide shipment tracking information to the Purchasing Entity within forty-eight (48) hours of product dispatch. Tracking details must include the carrier, tracking number, and expected delivery timeframe.
7. No minimum or maximum order quantities are guaranteed under this Contract. Each Purchasing Entity shall order products on an as-needed basis, in accordance with its individual requirements.
8. The Contractor shall provide Purchasing Entities with written warranties for all items covered by warranty. This requirement includes the provision of third-party and pass-through warranties, where applicable.

Request for Quote (RFQ)

The Contractor, when requested, shall provide written quotes to Purchasing Entities. Prior to the commencement of any work, the Contractor shall estimate all project costs and determine whether the project requires special provisions, including unique labor rates resulting from the Purchasing Entity's statutes, regulations, or funding sources. No work shall proceed without the Purchasing Entity's written authorization.

At a minimum, the following requirements shall apply to all quotes:

1. Labor and Services
 - The Contractor shall provide a not-to-exceed number of labor hours at the time of quote, identifying whether services will be performed on-site, off-site, or a combination of both.
 - The Contractor shall clearly identify each labor category/position to be utilized, along with the associated not-to-exceed hours. Labor categories must align with the Contractor's price sheet.
 - Where services are performed both on-site and off-site, the Contractor shall break down the hours assigned to each location.
 - At the conclusion of each day of on-site work, the Contractor shall present the Purchasing Entity with a daily log of services performed and hours worked. Daily logs must be submitted with the final invoice. The Purchasing Entity will only pay for on-site hours documented in daily logs.
 - If additional hours are required beyond the quoted not-to-exceed hours, the Contractor must submit a written quote for approval. No additional work shall proceed without the Purchasing Entity's written authorization. Unapproved hours will not be compensated.
2. Design Services



- For design services, the Contractor shall specify in detail the deliverables provided at the time of quote, the scope of design services available, and how those services will align with and support the installation process.
3. **Materials and Supplies**
 - At the Purchasing Entity's request, the Contractor shall provide an itemized list of materials (defined as goods necessary for installation and hook-up of equipment) including actual acquisition cost and markup percentage.
 - Supplies (defined as end-use products such as HD screens, projectors, or speakers) must be itemized with markup information. Purchasing Entities reserve the right to request specific manufacturers.
 4. **Quote Documentation**
 - Each quote shall include, at a minimum:
 - Contractor's name, subcontractor(s) name(s), and representative(s).
 - Date of quote and contract number.
 - Detailed product, material, and supply information, including pricing, extended pricing, cost-plus percentage mark-up, and supporting documentation of actual costs.
 - Quantities of all products, materials, and supplies.
 - Service line items, including hours per position.
 - Estimated number of days to complete the project.
 - Retainage requirements, if applicable.
 - Performance bond information, if required by the Participating Entity.
 - Additional fringe costs (e.g., mileage, lodging, freight) as pre-approved by the Purchasing Entity.
 - Any software included in the project, along with related licensing agreements.
 - Any Service Level Agreements (SLAs) or Maintenance Agreements.
 5. **Timeline and Authorization**
 - Quotes shall be provided within ten (10) calendar days of receipt of the RFQ, unless additional time is authorized by the Purchasing Entity.
 - If a site visit is required, the ten-day timeline begins on the business day following the site visit.
 - All quotes must remain valid for a minimum of sixty (60) calendar days from the date of issuance, unless otherwise agreed upon in writing by the Purchasing Entity.
 - Prior to fulfilling any order, the Contractor must obtain written confirmation from the end user that the quote has been received, reviewed, and accepted. Acceptable confirmation includes a purchase order or other written authorization dated on or after the date the quote was issued.

Back-Orders

The Contractor shall take all reasonable measures to minimize and prevent back-orders and out-of-stock conditions for contract items essential to the operation of Purchasing Entities' facilities. In the event that a contract item is back-ordered or out-of-stock, the Contractor shall provide notification to the Purchasing Entity in real time through the Internet-based ordering system, or no later than forty-eight (48) hours of order placement.



The Contractor shall proactively recommend alternative or substitute products for any item that is backordered or unavailable. In such cases, the Contractor shall make every effort to ensure that the substitution is comparable in quality and functionality to the originally ordered item. If the substitute item is priced higher than the contract price of the back-ordered item, the Contractor shall make reasonable efforts to provide a price match to the original contract price.

Guarantee of Equipment

1. The Contractor shall guarantee that all equipment furnished under the Contract is standard, new equipment of current manufacture. No attachment, component, or part shall be substituted, altered, or applied in a manner contrary to the manufacturer's recommendations or accepted industry standards.
2. All products provided under this Contract shall be guaranteed against defects in materials and/or workmanship for the duration of the manufacturer's standard warranty period, at a minimum.
3. All equipment must meet or exceed all applicable federal, state, and local quality and safety requirements, and shall bear appropriate certifications, including Underwriters Laboratories (UL) approval where applicable.
4. All items shall be of first-quality manufacture, workmanship, and finish. No remanufactured, refurbished, used, or "grey market" equipment shall be supplied under this Contract.
5. All equipment and devices provided shall not be regionally locked or coded, and must be fully functional and compatible for use within the North America region.

Return of Items

1. Contractor Error
 - Equipment or supplies deemed unacceptable due to quality deficiencies, duplicated shipments, outdated product, breakage, or other performance-related issues shall be subject to return at the Contractor's expense.
 - The Purchasing Entity shall inspect such items within ten (10) business days of receipt and provide notification to the Contractor. The Contractor shall accept return of such items within ten (10) business days following notification, with no restocking or handling charge.
 - If the original packaging is not suitable for return, the Contractor shall, within ten (10) business days of notification, provide the Purchasing Entity with appropriate packaging materials at no cost.
 - The Contractor shall furnish a prepaid return shipping label via email and shall assume all risk of loss or damage in transit.
 - The Purchasing Entity may elect either replacement with acceptable equipment or supplies, or issuance of a credit/refund for the original purchase price. The choice of remedy shall be at the sole discretion of the Purchasing Entity.
2. Purchasing Entity Error



- Standard stock equipment or supplies ordered in error by a Purchasing Entity may be returned for credit within fifteen (15) calendar days of receipt, at the Purchasing Entity's expense.
- Returned products must be unused, in original containers, and in resalable condition.

3. Mutual Agreement Returns

- Items not otherwise covered under Contractor Error or Purchasing Entity Error may be returned if both the Contractor and Purchasing Entity mutually agree in writing to such return.
- The terms of the return, including responsibility for freight, restocking fees (if any), and timeframe for return, shall be negotiated between the parties and documented prior to shipment of the return.
- In all cases, the Purchasing Entity shall be entitled to clear documentation of any associated costs prior to authorizing the return.

Professional and Technical Design Services

1. Design services shall be intellectual in nature and may include consultation, analysis, evaluation, prediction, planning, programming, or recommendation activities, resulting in the production of a deliverable report or completion of a defined task.
2. Design services shall not include the provision of supplies or materials except as incidental to the provision of the design service.
3. The Contractor shall assume full responsibility for ensuring that any design or system installation proposed and implemented meets the functional and technical requirements of the Participating Entity, as described in the scope of work. The Contractor warrants the sufficiency and appropriateness of its designs in meeting the Purchasing Entity's stated needs.
4. All design services must directly relate to integrated smart classroom solutions within the scope of this solicitation.
5. Purchasing Entities and Contractors may enter into additional contract documents specific to design services, as necessary, prior to the issuance of a Purchase Order. All such agreements shall remain subject to applicable laws, rules, policies, and procedures of the Purchasing Entity.

Installation

1. Pre-Installation Walkthrough

- Prior to issuing a final quote and commencing work, the Contractor shall conduct a Pre-Installation Walkthrough, when required by the Purchasing Entity, to assess installation requirements for the project.
- The walkthrough shall include all appropriate personnel to determine installation needs.
- Price quotes based on such walkthroughs shall be considered final.

2. Materials and Equipment Standards

- All materials, equipment, fixtures, and apparatus provided shall be new, unless otherwise authorized in writing by the Participating Entity.
- All materials and equipment shall be manufactured, installed, and applied in accordance with the manufacturer's specifications, applicable governing associations, and federal, state, and local laws, unless otherwise specified.



3. **Cabling and Components**

- All cabling, plates, and related components shall be new and covered by the supplier's warranty.
- This requirement includes, but is not limited to: zip ties, snap toggles, bulk wire, terminations, fasteners, connectors, video equipment, mountings, and similar installation materials.

4. **Code Compliance**

- The Contractor shall strictly adhere to all applicable building codes, including the National Electrical Code (NEC), National Fire Protection Association (NFPA) standards, the Americans with Disabilities Act (ADA), and the Uniform Building Code (UBC).
- In the event local codes are more restrictive, local codes shall take precedence.

5. **Repairs and Restoration**

- The Contractor shall be responsible for repairing any demolition, alterations, or access holes created during installation.
- Any holes exposed during the removal of existing equipment shall also be repaired by the Contractor.

6. **Debris and Disposal**

- All debris, waste, and discarded materials resulting from the installation process shall be removed and properly disposed of by the Contractor.
- The Contractor shall seal all wall, floor, and roof penetrations using approved fire-stop or fire-seal compounds, in compliance with applicable safety and building regulations.

7. **Ownership of Removed Equipment**

- The Purchasing Entity shall retain ownership of all equipment and supplies removed during installation, unless otherwise agreed upon in writing by the Purchasing Entity.

8. **System Testing and Quality Assurance**

- Upon completion of each installation project, the Contractor shall perform comprehensive testing of system functionality under all applicable operating scenarios.
- The Contractor shall document and report any deficiencies, failures, or areas that do not meet the quality testing standards to the Purchasing Entity.

9. **As-Built Drawings and System Documentation**

- The Contractor shall provide the Purchasing Entity with complete as-built documentation within thirty (30) calendar days of installation completion, or as otherwise agreed to in writing.
- Documentation shall include, at a minimum:
 - Finalized wiring diagrams and schematics;
 - Equipment lists with model and serial numbers;



- Network configuration details (if applicable);
 - User manuals and warranty information;
 - Preventive maintenance and troubleshooting procedures.
- All documentation shall be provided in both hard copy and electronic format (PDF or equivalent).

10. Training and Handover

- The Contractor shall provide training to designated personnel of the Purchasing Entity upon completion of each installation project.
- Training shall cover the operation, features, troubleshooting, and basic maintenance of all installed systems and equipment.
- Training may be conducted on-site or via remote session, as determined by the Purchasing Entity, and shall be included at no additional cost.
- The Contractor shall also provide user-friendly quick reference guides, in both print and electronic formats, tailored to the installed systems.
- The system shall not be considered fully accepted until training and handover are completed to the satisfaction of the Purchasing Entity.

11. Post-Installation Support & Warranty

- The Contractor shall warrant all installation work, including labor, workmanship, and integration services, for a minimum period of one (1) year from the date of acceptance by the Purchasing Entity, unless a longer period is specified in the Participating Addendum or manufacturer's warranty.
- During the warranty period, the Contractor shall, at no additional cost to the Purchasing Entity, correct any deficiencies, defects, or failures arising from faulty installation, workmanship, or integration.
- The Contractor shall provide a documented escalation process for support requests, including designated points of contact for first-level, second-level, and final escalation.
- Response time for warranty-related issues shall not exceed seventy-two (72) hours from receipt of notice by the Purchasing Entity, unless otherwise authorized.
- If a defect cannot be remedied within a reasonable timeframe, as determined by the Purchasing Entity, the Contractor shall provide temporary replacement equipment of equal or greater functionality until the defect is corrected.
- The Contractor shall coordinate with manufacturers to ensure that warranty coverage for all equipment is properly registered and transferred to the Purchasing Entity at the time of installation.

Response Time and Scheduling

1. Initiation of work shall occur only upon issuance of a Purchase Order by an authorized representative of the Purchasing Entity. No installation or related work shall commence until such Purchase Order is received by the Contractor.
2. Upon receipt of a Purchase Order, the Contractor shall acknowledge receipt and contact the Purchasing Entity within five (5) business days to confirm scheduling of the work.
3. Once initiated, work shall proceed on a continuous basis unless otherwise coordinated with, and approved in writing by, the Purchasing Entity. Any interruption or suspension of work must



be expressly authorized in writing by the Purchasing Entity.

Safety

1. The Contractor shall take all reasonable and necessary precautions to ensure the safety of all persons and to prevent damage, injury, or loss to property at the work site. This includes all real or personal property under the care, custody, or control of the Contractor or its employees.
2. The Contractor shall promptly notify the Purchasing Entity if, during the course of work, the Contractor observes or otherwise becomes aware of any conditions that, in the Contractor's professional judgment:
 - pose a risk to the safety of persons or property;
 - may adversely affect the performance or longevity of installed equipment; or
 - are in violation of applicable codes, regulations, or standards.

Hazardous Materials

1. The Contractor shall comply with all applicable federal, state, local, and Participating Entity requirements regarding the handling, storage, transportation, and disposal of hazardous materials.
2. If, during the performance of work, the Contractor encounters any hazardous material or substance not identified in the quote or project specifications, and if the Contractor determines that reasonable precautions would be inadequate to prevent foreseeable bodily injury or death to persons, the Contractor shall:
 - Immediately cease work in the affected area;
 - Promptly notify the Participating Entity of the condition; and
 - Provide written documentation of the hazardous condition within twenty-four (24) hours of discovery, including the location, description, and any immediate actions taken.
3. Hazardous materials may include, but are not limited to, asbestos, polychlorinated biphenyls (PCBs), or other substances identified as harmful under applicable law.
4. Work in the affected area shall not resume until the Participating Entity has taken the necessary corrective measures or has authorized the Contractor to proceed under mutually agreed upon safety protocols.

Damage

1. The Contractor shall, at its sole expense, promptly remedy and/or repair all damage or loss to property caused by the Contractor in the performance of work.
2. The Contractor shall not be held liable for damage or loss attributable to the fault, negligence, or omission of the Purchasing Entity.
3. The Contractor shall remain responsible for any loss or damage to its own equipment, tools, or materials while performing work under the resulting Contract. The Purchasing Entity shall not bear responsibility for replacement or repair of Contractor-owned equipment or tools.

Removed Items and Clean-Up

1. The Contractor shall be responsible for the lawful removal and disposal of all excess materials, debris, and supplies generated during the course of work.
2. The work site shall be restored to its original condition, or better, prior to final payment for services rendered under the Contract.
3. If a Purchasing Entity incurs costs as a result of the Contractor's failure to perform the required clean-up, such costs shall be deducted from the Contractor's invoice or Purchase Order amount at the actual cost incurred by the Purchasing Entity.



V. LEAD ENTITY RESPONSIBILITIES AND TASKS

The Lead Entity shall serve as the primary administrative and contractual authority for the Contract. The Lead Entity's responsibilities to the Contractor shall include, but are not limited to, the following:

1. Contract Administration and Oversight
 - Execute and administer the Master Agreement on behalf of all Participating Entities.
 - Serve as the official point of contact for Contract interpretation, clarifications, and modifications.
 - Monitor overall Contractor compliance with the terms, conditions, and requirements of the Master Agreement.
 - Review and approve or deny Contractor requests for price adjustments, contract modifications, or other changes, in accordance with the provisions of the Contract.
2. Communication and Coordination
 - Provide Contractors with timely communication regarding policy updates, amendments, or other administrative requirements affecting the Contract.
 - Facilitate communication between Contractors and Participating Entities when necessary to resolve disputes or provide clarification of Contract terms.
 - Distribute relevant Contract documents, updates, and notices to Contractors in a timely manner.
3. Performance Monitoring
 - Collect and review required Contractor reports, including sales reports, usage reports, and performance metrics, as specified in the Contract.
 - Conduct performance reviews and audits, as necessary, to ensure Contractor compliance with Contract terms.
 - Address Contractor performance issues by coordinating corrective action plans when deficiencies are identified.
4. Support to Participating Entities
 - Provide oversight and guidance to Participating Entities regarding proper use of the Contract.
 - Respond to inquiries from Participating Entities regarding Contract scope, pricing, ordering procedures, and dispute resolution.
 - Assist Participating Entities in elevating unresolved issues with Contractors to ensure timely resolution.
5. Specific Administrative Tasks
 - Maintain the official Contract file, including executed agreements, amendments, Contractor reports, and related documentation.
 - Publish and maintain Contractor contact information, pricing schedules, and Contract documents on the designated Contract management website.
 - Provide Contractors with notice of required meetings, reporting deadlines, and any other administrative deliverables as outlined in the Contract.



6. Neutral and Fair Contract Management
 - Ensure that all Contractors are treated equitably and consistently under the Master Agreement.
 - Apply uniform standards when reviewing Contractor requests, reporting obligations, and performance compliance.



Attachment 3 RFP EVALUATION PLAN

Stage 1: Initial Responsiveness Evaluation. Proposals will be reviewed for completeness and initial responsiveness. Proposals omitting required documents or responses may be rejected in accordance with Attachment 1, RFP Terms and Conditions.

Award Categories 1 – 8 Responses:

Stage 2: Mandatory Minimum Requirements Evaluation. Complete and responsive proposals will be reviewed for compliance with the following Mandatory Minimum Requirements:

Criteria	Evaluation	Result
Offeror affirms that they can provide sales and ship to all 50 United States, and all shipping shall be F.O.B. Destination (including Alaska and Hawaii), freight pre-paid.	Pass/fail	
Offeror agrees to accept and fulfill orders from all eligible Purchasing Entities.	Pass/fail	
Stage 2 Result:		

Proposals failing to meet or exceed all Mandatory Minimum Requirements may be rejected in accordance with Attachment 1, RFP Terms and Conditions.

Stage 3: Technical Criteria Evaluation. Proposals meeting or exceeding the Mandatory Minimum Requirements will be evaluated against the following Technical Criteria:

Criteria	Technical Points Possible	Offeror's Technical Points Earned
Experience	150	
Products & Software Offerings	150	
Online Functionality	200	
Customer Service	200	
Promotion of the RFXPremier Master Agreement	100	
Stage 3 Total:	800	

Offerors earning a minimum of 500 points will move on to Stage 4. Proposals failing to meet the 500 point threshold will not move on to the cost evaluation or be considered for award.

Stage 4: Cost Evaluation.

Cost	Cost Points Possible	Offeror's Technical Points Earned
Cost Evaluation:	200	
Stage 4 Total:	200	



The Offeror shall complete Attachment 11, Cost Proposal **Tab 2 “Category(s)”** to enter the appropriate information to provide their Cost Proposal. The Offeror is required to provide a Cost Proposal only for the Category(s) they are submitting a proposal.

Minimum Discount Schedule:

The Offeror must submit a comprehensive discount schedule. The schedule must include the Offeror’s catalog categories with minimum category discounts. The schedule must include products from all eight (8) categories found in Attachment 2, Scope of Work. Please note that the product categories 1 - 8 disclosed in this RFP are for evaluation purposes only to ensure that there is a minimum expectation of providing a full line catalog of enough items to fulfill the need for Award. The Minimum Discount Schedule will serve as the main discount pricing schedule for the contract. All discounts shall be transferred over into the on-line ordering system and reflected for each of the items listed. The schedule will be evaluated and ranked based on the lowest minimum discount offered across the categories offered. The schedule with the highest minimum discount will be awarded all 200 points, and then the others will be normalized and ranked.

Evaluation Summary

Stage	Total Points Possible	Offeror’s Total Points Earned
Technical Criteria Evaluation	800	
Cost Evaluation	200	
Total:	1000	

Award Category 9 Responses:

Stage 2: Mandatory Minimum Requirements Evaluation. Complete and responsive proposals will be reviewed for compliance with the following Mandatory Minimum Requirements:

Criteria	Evaluation	Result
Offeror shall have been in continuous business under its current organizational name for a minimum of five (5) years. The Offeror shall provide documentation, such as articles of incorporation, business licenses, or other verifiable records.	Pass/fail	
Offeror shall provide a minimum of three (3) reference letters from educational institutions (K–12, higher education, or public sector) where similar integrated classroom technologies, hardware, or services have been implemented within the past five (5) years.	Pass/fail	
Stage 2 Result:		

Proposals failing to meet or exceed all Mandatory Minimum Requirements may be rejected in accordance with Attachment 1, RFP Terms and Conditions.

Stage 3: Technical Criteria Evaluation. Proposals meeting or exceeding the Mandatory Minimum Requirements will be evaluated against the following Technical Criteria:

Criteria	Technical Points Possible	Offeror’s Technical Points Earned
Experience	100	



Consulting and Needs Assessment	100	
Design and System Planning	150	
Installation and Integration	100	
Personnel Qualifications and Certifications	100	
Customer Service	100	
Training, Support, and Warranty Services	150	
Stage 3 Total:	800	

Offerors earning a minimum of 500 points will move on to Stage 4. Proposals failing to meet the 500-point threshold will not move on to the cost evaluation or be considered for award.

Stage 4: Cost Evaluation.

Cost	Cost Points Possible	Offeror's Technical Points Earned
Cost Evaluation:	200	
Stage 4 Total:	200	

Offerors are instructed in **Attachment 11, Cost Proposal, Tab 3 "Positions"** to provide not-to-exceed hourly rates for those positions applicable to each coverage region identified on **Attachment 10, Offeror Response Worksheet B**.

For purposes of evaluation, there are 200 points available for each region. Cost Proposals submitted for a given region will be evaluated only in comparison to other Cost Proposals submitted for that same region.

The formula for calculating cost points is as follows:

$(\text{Lowest Proposed Cost} / \text{Offeror's Proposed Cost}) \times 200 \text{ points} = \text{Total Cost Points Earned}$

At the discretion of the Lead Entity, cost points earned may be normalized and scaled such that the Offeror receiving the highest total cost score in a given region is awarded the maximum number of points available, with all other Offerors' scores adjusted proportionally.

Evaluation Summary

Stage	Total Points Possible	Offeror's Total Points Earned
Technical Criteria Evaluation	800	
Cost Evaluation	200	
Total:	100	

Award Selection

The Sourcing Team will then determine which proposals are most advantageous to the Lead Entity and potential Purchasing Entities. An award will be made to the Offeror(s) which, in the opinion of the Sourcing Team, has made the best proposal and provide the best value.

The Sourcing Team's award determination may include, but is not limited to, the following methods:



-
- Identification of a natural break in total scores;
 - Identification of a minimum scoring threshold above which Offerors are deemed qualified;
 - Consideration of the optimal number of Contractors necessary to ensure sufficient coverage for Participating Entities.

Prior to announcement of awards and execution of Master Agreements, the Lead Entity will present an award recommendation to RFXPremier for approval of the proposed awards.

Following approval of RFXPremier, the University of Washington will post a notice on the Workday Strategic Sourcing (WSS) website.



Attachment 4

RFXPREMIER MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

- 1.1 Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.
- 1.2 Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.3 Eligible Entity** mean all states (as well as the District of Columbia and US territories), cities, counties, districts, other political subdivisions of any State, Institutions of Higher Education, K-12, quasi-governmental entities, service districts, healthcare institutions, transportation districts, tribes/tribal organizations, or nonprofit organizations.
- 1.4 Embedded Software** means one or more software applications which permanently reside on a computing device.
- 1.5 Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- 1.6 Lead Entity** means the Entity administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.7 Master Agreement** means the underlying agreement executed by and between the Lead Entity, acting in cooperation with RFXPremier, and the Contractor, as now or hereafter amended.
- 1.8 RFXPremier** is a division of the Procurement Professionals Alliance (“PPA”). RFXPremier facilitates administration of the PPA cooperative group contracting consortium for the benefit of states (as well as the District of Columbia and US territories), cities, counties, districts, other political subdivisions of any State, Institutions of Higher Education, K-12, quasi-governmental entities, service districts, healthcare institutions, transportation districts, tribes/tribal organizations, or nonprofit organizations. RFXPremier is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead Entity.
- 1.9 Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.
- 1.10 Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (*e.g.*, ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).
- 1.11 Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, Institution of Higher Education, K-12, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.



- 1.12 Product or Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.
- 1.13 Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, Institution of Higher Education, K-12, or a nonprofit organization that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

II. Term of Master Agreement

- 2.1 Initial Term.** The initial term of this Master Agreement is for five (5) years. The term of this Master Agreement may be amended beyond the initial term for one (1) additional year at the Lead Entity's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance. The Lead Entity may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement for the purpose of making the Master Agreement coterminous with others.
- 2.2 Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead Entity and Contractor.
- 2.3 Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead Entity a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead Entity under the applicable laws, rules and regulations to otherwise negotiate contract extensions.

III. Order of Precedence

- 3.1 Order.** Any Order placed under this Master Agreement will consist of the following documents:
 - 3.1.1** A Participating Entity's Participating Addendum ("PA");
 - 3.1.2** A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;
 - 3.1.3** RFXPremier Master Agreement, including all attachments thereto;
 - 3.1.4** The Solicitation or, if separately executed after award, the Lead Entity's bilateral agreement that integrates applicable provisions;
 - 3.1.5** Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead Entity.
- 3.2 Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead Entity and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.
- 3.3 Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead Entity and



Contractor. The term of a Participating Addendum will not exceed the term of this Master Agreement, except when a Participating Entity determines an extension of its Participating Addendum is necessary to avoid a lapse in contract coverage and is permitted by law.

IV. Participants and Scope

- 4.1 Eligibility for Participation.** Any Eligible Entity may utilize this Master Agreement as a Participating Entity or Purchasing Entity.
- 4.2 Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.
- 4.3 Applicability of Master Agreement.** RFXPremier Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (*e.g.*, purchase order or contract) used by the Purchasing Entity to place the Order.
- 4.4 Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.
- 4.5 Requirement for Unique Identifier.** Any eligible entity wishing to make a purchase under this Master Agreement shall register for, and receive, a Unique Identifier number from RFXPremier. All Purchases made under this Master Agreement will utilize the unique identifier and contract number.
- 4.6 Eligibility for a Participating Addendum or Order.** All eligible entities may sign their own Participating Addendum or Order. In all instances, the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- 4.7 Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead Entity, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.



- 4.8 Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead Entity has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.
- 4.9 Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead Entity prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.
- 4.10 No Representations.** The Contractor shall not make any representations of RFXPremier, the Lead Entity, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. RFXPremier Provisions

- 5.1 Applicability.** RFXPremier is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of RFXPremier as a third-party beneficiary of this Master Agreement.
- 5.2 Administrative Fees**
- 5.2.1 RFXPremier Fee.** Contractor shall pay to RFXPremier, or its assignee, a RFXPremier Administrative Fee of one percent (1% or 0.01) no later than sixty (30) days following the end of each calendar quarter. The RFXPremier Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The RFXPremier Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead Entity's solicitation.
- 5.2.2 Entity Imposed Fees.** Some Participating Entities may require an additional fee be paid by Contractor directly to the entity on purchases made on that entities Participating Addendum. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the Participating Entity, Contractor may not adjust the Master Agreement pricing to include the entity's fee for purchases made by Purchasing Entities on the Participating Addendum. No such agreement will affect the RFXPremier Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the Participating Entity requesting the additional fee.
- 5.3 RFXPremier Summary and Detailed Usage Reports**
- 5.3.1 Sales Data Reporting.** In accordance with this section, Contractor shall report to RFXPremier all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or



Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum (“Sales Data”). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by RFXPremier with reasonable notice to Contractor and without amendment to this Master Agreement. RFXPremier shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

- 5.3.2 Summary Sales Data.** “Summary Sales Data” is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by RFXPremier, report Summary Sales Data to RFXPremier for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.
- 5.3.3 Detailed Sales Data.** “Detailed Sales Data” is Sales Data that includes for each Order all information required by the Solicitation or by RFXPremier, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by RFXPremier, report Detailed Sales Data to RFXPremier for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by RFXPremier. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.
- 5.3.4 Sales Data Crosswalks.** Upon request by RFXPremier, Contractor shall provide to RFXPremier tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data (“Crosswalks”). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by RFXPremier. Product Crosswalks must include Contractor’s part number or SKU for each Product in Offeror’s catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by RFXPremier with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with RFXPremier to keep Crosswalks updated as Contractor’s customer lists and product catalog change.
- 5.3.5 Executive Summary.** Contractor shall, upon request by RFXPremier, provide RFXPremier with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. RFXPremier and Contractor will determine the format and content of the executive summary.

5.4 RFXPremier Cooperative Program Marketing, Training, and Performance Review

- 5.4.1 Staff Education.** Contractor shall work cooperatively with RFXPremier personnel. Contractor shall present plans to RFXPremier for the education of Contractor’s contract administrator(s) and sales/marketing workforce regarding the Master Agreement



contract, including the competitive nature of RFXPremier procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

- 5.4.2 Onboarding Plan.** Upon request by RFXPremier, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.
- 5.4.3 Annual Contract Performance Review.** Contractor shall participate in an annual contract performance review with the Lead Entity and RFXPremier, which may at the discretion of the Lead Entity be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.
- 5.4.4 Use of RFXPremier Logo.** The RFXPremier and PPA logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with PPA.
- 5.4.5 Most Favored Customer.** Contractor shall, within thirty (30) days of their effective date, notify the Lead Entity and RFXPremier of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead Entity or RFXPremier, Contractor shall provide a copy of any such provisions.

5.5 RFXPremier eMarketPlace

- 5.5.1** The RFXPremier cooperative provides an eMarketPlace for public entities to access a central online platform to view and/or purchase the goods, services, and solutions available from RFXPremier's cooperative Master Agreements. This eMarketPlace is provided by PPA at no additional cost to the Contractor or public entities. Its purpose is to facilitate the connection of public entities with Contractors who meet the requisite needs for a good, service, or solution by that entity through a RFXPremier Master Agreement.
- 5.5.2** Contractor shall cooperate in good faith with PPA, and any third party acting as an agent on behalf of PPA, to integrate Contractor's industry presence by either an electronic hosted catalog, punchout site, or providing eQuotes through the PPA eMarketPlace, per the Implementation Timeline as further described below.
- 5.5.3** Regardless of how Contractor's presence is reflected in the eMarketPlace (*i.e.*, hosted catalog, punchout site, or eQuote), Contractor's listed offerings must be strictly limited to Contractor's awarded contract offerings through the PPA award. Products and/or services not authorized through the resulting PPA cooperative contract should not be viewable by RFXPremier eMarketPlace users. Furthermore, products and/or services not authorized through a Participating Addendum should not be viewable by RFXPremier eMarketPlace users utilizing that Participating Addendum. The accuracy of Contractor's offerings through the eMarketPlace must be maintained by Contractor throughout the duration of the Master Agreement.



- 5.5.4** Contractor agrees that PPA controls which Master Agreements appear in the eMarketPlace and that PPA may elect at any time to remove any of Contractor's offerings from the eMarketPlace.
- 5.5.5** Contractor is solely responsible for the accuracy, quality, and legality of Contractor's Content on the eMarketPlace. "Content" means all information that is generated, submitted, or maintained by Contractor or otherwise made available by Contractor on the eMarketPlace, including Contractor catalogs. Contractor's Content shall comply with and accurately reflect the terms and pricing of this Master Agreement.
- 5.5.6** Contractor's use of the eMarketPlace shall comply with the eMarketPlace's Terms of Use.
- 5.5.7** Contractor is solely responsible for the security and accuracy of transactions facilitated through the eMarketPlace, including the assessment, collection, and remittance of any sales tax.
- 5.5.8** Lead Entity reserves the right to approve all pricing, catalogs, and information on the eMarketPlace. This catalog review right is solely for the benefit of the Lead Entity and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices required by the Master Agreement.
- 5.5.9** PPA Participating Entities may have their own procurement system, separate from the PPA eMarketPlace, that enables the use of certain PPA Master Agreements. In the event one of these entities elects to use this RFXPremier Master Agreement (available through the eMarketPlace) but publish to their own eMarketPlace, Contractor agrees to work in good faith with the entity and PPA to implement the catalog.
- 5.5.10** In the event a Participating Entity has entity-specific catalog requirements set forth in its Participating Addendum (e.g., entity-specific pricing, restrictions in the scope of offerings, etc.), Contractor shall ensure its eMarketPlace Content for that Participating Entity accurately reflects and is compliant with these requirements.
- 5.5.11** Implementation Timeline: Following the execution of Contractor's Master Agreement, PPA will provide a written request to Contractor to begin the onboarding process into the eMarketPlace. Contractor shall have fifteen (15) days from receipt of written request to work with PPA to set up an enablement schedule, at which time the technical documentation for onboarding shall be provided to Contractor. The schedule will include future calls and milestone dates related to test and go live dates.
- 5.5.11.1** Contractor's PPA eMarketPlace account with eQuoting functionality shall minimally be established within thirty (30) days following the written request.
- 5.5.11.2** Contractor shall deliver either a (1) hosted catalog or (2) punchout site, pursuant to the mutually agreed upon enablement schedule.
- 5.5.11.3** PPA will work with Contractor to decide which structures between hosted catalog, punchout site, and/or eQuoting as further described below will be provided by Contractor.
- 5.5.11.3.1** Hosted Catalog. By providing a hosted catalog, Contractor is providing a list of its awarded products/services and pricing in an



electronic data file in a format acceptable to PPA, such as a tab delimited text file. Contractor is solely responsible for ensuring the most up-to-date versions of its product/service offerings approved by the Lead Entity under this Master Agreement are reflected in the eMarketPlace.

5.5.11.3.2 Punchout Site. By providing a punchout site, Contractor is providing its own online catalog, which must be capable of being integrated with the eMarketPlace as a Standard punchout via Commerce eXtensible Markup Language (cXML). Contractor shall validate that its online catalog is up-to-date. The site must also return detailed UNSPSC codes for each line item.

5.5.11.3.3 eQuoting. PPA will work with Contractor to set up participation and use to provide eQuotes through the PPA eMarketPlace. This requirement would be in addition to any requirement to provide a hosted catalog or punchout site.

5.5.12 Hosted catalogs and punchout sites will provide all of the eMarketPlace standard data elements/information including, but not limited to, the following:

5.5.12.1 The most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with this Master Agreement;

5.5.12.2 A Lead Entity contract identification number for this Master Agreement;

5.5.12.3 Detailed product line item descriptions;

5.5.12.4 Pictures illustrating products, services, or solutions where practicable; and

5.5.12.5 Any additional PPA, Lead Entity, or Participating Addendum requirements.

5.6 Cancellation. In consultation with RFXPremier, the Lead Entity may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead Entity may also exercise its right to not renew the Master Agreement if the Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than [two years] after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead Entity or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead Entity to cancel the Master Agreement under applicable laws.

5.7 Canadian Participation. Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.



5.8 Additional Agreement with PPA. Upon request by RFXPremier, awarded Contractor shall enter into a direct contractual relationship with PPA related to Contractor's obligations to RFXPremier under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

VI. Pricing, Payment & Leasing

6.1 Pricing. The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.

6.1.1 All prices and rates must be guaranteed for the initial term of the Master Agreement.

6.1.2 Following the initial term of the Master Agreement, any request for a price or rate adjustment must be for an equal guarantee period and must be made at least 90 days prior to the effective date.

6.1.3 Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead Entity.

6.1.4 No retroactive adjustments to prices or rates will be allowed.

6.2 Payment. Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.

6.3 Leasing or Alternative Financing Methods. The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

VII. Ordering

7.1 Order Numbers. Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.

7.2 Quotes. Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.

7.3 Applicable Rules. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing



Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

- 7.4 Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- 7.5 Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.
- 7.5.1** Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.
- 7.5.2** Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.
- 7.5.3** Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon entity funds for that purpose being appropriated, budgeted, and otherwise made available.
- 7.5.4** Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.
- 7.5.5** Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.
- 7.6 Order Form Requirements.** All Orders pursuant to this Master Agreement, at a minimum, must include:
- 7.6.1** The services or supplies being delivered;
- 7.6.2** A shipping address and other delivery requirements, if any;
- 7.6.3** A billing address;
- 7.6.4** Purchasing Entity contact information;
- 7.6.5** Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;
- 7.6.6** A not-to-exceed total for the products or services being ordered; and
- 7.6.7** The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.
- 7.7 Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.



- 7.8 Contract Provisions for Orders Utilizing Federal Funds.** Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

VIII. Shipping and Delivery

- 8.1 Shipping Terms.** All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.
- 8.1.1** Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.
- 8.2 Minimum Shipping.** The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.
- 8.3 Inside Deliveries.** To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (*e.g.*, scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.
- 8.4 Packaging.** All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

IX. Inspection and Acceptance

- 9.1 Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.
- 9.2 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.
- 9.3 Inspection.** All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead Entity, or to any other authorized agent or official of the Lead Entity or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.



- 9.3.1** Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use.
- 9.3.2** Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.
- 9.4** **Failure to Conform.** If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.
- 9.5** **Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.
- 9.5.1** The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.
- 9.5.2** If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.
- 9.5.3** Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.
- 9.5.4** Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.
- 9.5.5** No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty

- 10.1** **Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.
- 10.2** **Warranty.** The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is



designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.

- 10.3 Breach of Warranty.** Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.
- 10.4 Rights Reserved.** The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 10.5 Warranty Period Start Date.** The warranty period will begin upon Acceptance, as set forth in Section IX.

XI. Product Title

- 11.1 Conveyance of Title.** Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.
- 11.2 Embedded Software.** Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.
- 11.3 License of Pre-Existing Intellectual Property.** Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

XII. Indemnification

- 12.1 General Indemnification.** The Contractor shall defend, indemnify and hold harmless PPA, RFXPremier, the Lead Entity, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.
- 12.2 Intellectual Property Indemnification.** The Contractor shall defend, indemnify and hold harmless PPA, RFXPremier, the Lead Entity, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").



- 12.2.1** The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:
- 12.2.1.1** provided by the Contractor or the Contractor's subsidiaries or affiliates;
 - 12.2.1.2** specified by the Contractor to work with the Product;
 - 12.2.1.3** reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
 - 12.2.1.4** reasonably expected to be used in combination with the Product.
- 12.2.2** The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.
- 12.2.3** The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.
- 12.2.4** Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

- 13.1 Term.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.
- 13.2 Class.** Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.
- 13.3 Coverage.** Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:



- 13.3.1** Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence and \$2 million general aggregate;
- 13.3.2** Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- 13.4 Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
- 13.5 Notice of Endorsement.** Prior to commencement of performance, Contractor shall provide to the Lead Entity a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead Entity that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating Entity as secondary and noncontributory.
- 13.6 Participating Entities.** Contractor shall provide to Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating Entity.
- 13.7 Furnishing of Certificates.** Contractor shall furnish to the Lead Entity copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead Entity, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
- 13.8 Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

14.1 Records Administration and Audit

- 14.1.1** The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead Entity, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is



later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

14.1.2 Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead Entity, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

14.1.3 The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead Entity to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

14.2.1 Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.

14.2.1.1 Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

14.2.1.2 Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.

14.2.1.3 Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

14.2.2 Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.



- 14.2.2.1** Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.
- 14.2.2.2** Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead Entity immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.
- 14.2.2.3** Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.
- 14.2.2.4** Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.
- 14.2.3** **Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be adequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.
- 14.2.4** **Purchasing Entity Law.** These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.
- 14.2.5** **RFxPremier.** The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to RFxPremier's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead Entity, a Participating Entity, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead Entity of the identity of any entity seeking access to the Confidential Information described in this subsection.



- 14.2.6 Public Information.** This Master Agreement and all related documents are subject to disclosure pursuant to the Lead Entity's public information laws.
- 14.3 Assignment/Subcontracts**
- 14.3.1** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead Entity.
- 14.3.2** The Lead Entity reserves the right to assign any rights or duties, including written assignment of contract administration duties, to RFXPremier and other third parties.
- 14.4 Changes in Contractor Representation.** The Contractor must, within ten (10) calendar days, notify the Lead Entity in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead Entity reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.
- 14.5 Independent Contractor.** Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead Entity, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.
- 14.6 Cancellation.** Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.
- 14.7 Force Majeure.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead Entity may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.
- 14.8 Defaults and Remedies**
- 14.8.1** The occurrence of any of the following events will be an event of default under this Master Agreement:
- 14.8.1.1** Nonperformance of contractual requirements;
- 14.8.1.2** A material breach of any term or condition of this Master Agreement;



- 14.8.1.3** Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;
 - 14.8.1.4** Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
 - 14.8.1.5** Any default specified in another section of this Master Agreement.
- 14.8.2** Upon the occurrence of an event of default, the Lead Entity shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead Entity shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead Entity, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
- 14.8.3** If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead Entity shall have the right to exercise any or all of the following remedies:
 - 14.8.3.1** Any remedy provided by law;
 - 14.8.3.2** Termination of this Master Agreement and any related Contracts or portions thereof;
 - 14.8.3.3** Assessment of liquidated damages as provided in this Master Agreement;
 - 14.8.3.4** Suspension of Contractor from being able to respond to future bid solicitations;
 - 14.8.3.5** Suspension of Contractor's performance; and
 - 14.8.3.6** Withholding of payment until the default is remedied.
- 14.8.4** Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.



- 14.9 Waiver of Breach.** Failure of the Lead Entity, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead Entity, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead Entity or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.
- 14.10 Debarment.** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead Entity.
- 14.11 No Waiver of Sovereign Immunity**
- 14.11.1** In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead Entity, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
- 14.11.2** This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.
- 14.12 Governing Law and Venue**
- 14.12.1** The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead Entity sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead Entity. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.
- 14.12.2** Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead Entity. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead Entity. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.



- 14.12.3** If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead Entity for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead Entity is a party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.
- 14.13 Assignment of Antitrust Rights.** Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.
- 14.14 Survivability.** Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to RFXPremier, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

UNIVERSITY OF WASHINGTON GENERAL TERMS AND CONDITIONS

UNIVERSITY OF WASHINGTON PARTICIPATING ADDENDUM

Note to Offerors: The Terms and Conditions contained herein are provided for informational purposes. These terms will be required for all purchases made by the University of Washington, and will be negotiated between the University of Washington and the Offeror as part of the University of Washington's Participating Addendum Process.

1. **DEFINITIONS** – As used throughout this Contract, the following terms shall have the meaning set forth below:
 - a. "Contract" means purchase order and/or the entire written agreement between the UW and the Contractor, including any exhibits, Riders, and other materials incorporated by reference.
 - b. "The Contractor" means that firm, provider, organization, individual or other entity providing goods and/or performing service(s) under this Contract.
 - c. "Contractor Group" means, collectively, the Contractor and all Subcontractors.
 - d. "Debarment" means an action taken by a federal official to exclude a person or business entity from participating in transaction involving certain federal funds.
 - e. "Improper Influence" means any influence that induces or intends to induce a UW employee or officer to give special consideration or award a Contract on any basis other than the merits of the matter.
 - f. "Materials" means all information in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and sound reproductions.
 - g. "Ownership" includes the right to copyright, patent, and register, and the ability to transfer, these rights.
 - h. "RCW" means the Revised Code of Washington. All reference in this Contract to RCW chapters or sections shall include any successor, or replacement statute.
 - i. "Regulation" means any federal, state, local, or UW regulation, law, rule, or ordinance.
 - j. "Rider" means additional terms and conditions, other than General Terms and Conditions that address a specific UW requirement based on the scope and nature of Work.
 - k. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
 - l. "Subcontractor" means one not in the employment of the Contractor, and/or entity that owns or controls, is owned or controlled by, or is under common ownership or control of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor, and/or any person or entity appointed by or on behalf of the Contractor to carry out any portion of the Work. The terms "Subcontractor" and "Subcontractors" means Subcontractor(s) in any tier. Control for the context of this paragraph, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting security, by contract, or otherwise.
 - m. "UW" means the University of Washington, any division, section, office, unit, or other entity of the University of Washington, or any of the officers or other officials lawfully representing the University of Washington.
 - n. "Work" refers to all services, work, and activities involved in providing the materials, work product deliverables, or other obligations that are the subject of the Contract.
2. **ADVANCE PAYMENTS PROHIBITED** – No payments in advance of or in anticipation of goods or services to be provided under this Contract shall be made by the UW except as authorized by law.
3. **AMENDMENTS** –
 - a. This Contract may be amended by mutual agreement of the parties. No material alterations in any of the terms, conditions, delivery, price, quality, quantity, or specifications shall be effective unless the alteration is expressly acknowledged and accepted in writing by the UW.
 - b. Automatic extensions and renewals are not authorized unless stated in writing and included in Contract issued by the UW.
4. **ANTITRUST ASSIGNMENTS** – The Contractor hereby assigns to the UW any and all claims for price fixing or overcharges relating to goods, products, services and/or materials purchased under this Contract, except as to overcharges that result from antitrust violations commencing after the price is established under this Contract and

that are not passed on to the UW under an escalation clause.

5. **ASSIGNMENT** – The work to be provided under this Contract, and any claim arising thereunder, is not assignable or delegable by the Contractor without prior written consent by the UW. Provision of monies due under this Contract shall only be assignable with prior written permission of the UW.
6. **ATTORNEYS’ FEES** – In the event of litigation or other action brought to enforce contract terms, each party shall bear its own attorney’s fees and costs.
7. **BREACH, DEFAULT, TERMINATION**
 - a. Breach: A breach of a term or condition of this Contract shall mean any one or more of the following events:
 - i. The Contractor fails to perform the services by the date required or by a later date as may be agreed to in a written amendment to this Contract signed by the UW;
 - ii. The Contractor breaches any warranty or fails to perform or comply with any term or agreement in this Contract;
 - iii. The Contractor makes any general assignment for the benefit of creditors;
 - iv. In the UW ’s sole opinion, the Contractor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder;
 - v. The Contractor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors;
 - vi. Any receiver, trustee, or similar official is appointed for the Contractor or any of the Contractor’s property;
 - vii. The Contractor is determined to be in violation of any regulations and that such determination, in the UW’s sole opinion, renders the Contractor unable to perform any aspect of this Contract.
 - b. Default: The Contractor may be declared in default for a material breach of any term or condition.
 - c. Termination for Convenience: The UW may terminate this Contract, in whole or in part, at any time and for any reason by giving thirty (30) calendar days written notice to the Contractor. Termination charges shall not apply unless they are mutually agreed by both parties. Where termination charges are applicable, both parties agree to negotiate in good faith and to limit the extent of negotiations to valid documented expenses incurred by the Contractor prior to date of termination. Should the parties not agree to a satisfactory settlement, the matter shall be handled in accordance with Section 16 (“Dispute Resolution”).
 - d. Termination for Breach and/or Default: Except in the case of delay or failure resulting from circumstances beyond the control and without the fault or negligence of the Contractor or the Contractor’s suppliers or subcontractors, the UW shall be entitled, by written or oral notice, to cancel and/or terminate this Contract in its entirety or in part for breach and/or for default of any of the terms herein and to have all other rights against the Contractor by reason of the Contractor’s breach as provided by law.
 - e. Termination Due to Change in Funding: If the funds the UW relied upon to establish this Contract are withdrawn, reduced or limited, or if additional or modified conditions are placed on funding by the entity funding the UW, the UW may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice.
 - f. Termination by Mutual Agreement: The UW or the Contractor may terminate this Contract in whole or in part, at any time, by mutual agreement.
8. **COMPLIANCE WITH APPLICABLE LAW** – At all times during the term of this Contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to, nondiscrimination laws and regulations. To the extent that Contractor will provide performance to any UW Medicine entity, Contractor agrees to comply with all UW Medicine Compliance policies and the UW Medical Center Corporate Compliance Plan. Any violation of this section shall be considered a material breach of this Contract. Contractor agrees to indemnify and hold the UW harmless from any and all damages or claims caused by Contractor’s failure to comply with law.
9. **COMPLIANCE WITH FEDERAL CIVIL RIGHTS LAW**—The Contractor and Subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or

national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identify, national origin, protected veteran status or disability.

- 10. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENT** – During the term of this Contract, Contractor shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor shall give written notice of this nondiscrimination requirement to any labor organization with which Contractor has a collective bargaining or other agreement. In the event Contactor enters into any subcontract, Contractor shall include this clause therein.
- 11. CONFIDENTIALITY** – The Contractor may use information gained by reason of this Contract only for the purpose of this Contract. The Contractor shall not disclose, transfer, or sell any such information to any party, except as provided by law. The Contractor shall maintain the confidentiality of all confidential information gained by reason of this Contract and shall return or certify the destruction of such information if requested in writing by the UW.
- 12. CONFLICT OF INTEREST** – Notwithstanding any determination by the Executive Ethics Board or other tribunal, the UW may, in its sole discretion, by written notice to the Contractor terminate this Contract if it is found after due notice and examination by the UW that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW, or any similar statute involving the Contractor in the procurement of this Contract, or the provision of goods or services under this Contract. If this Contract is terminated as provided herein, the UW shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of this Contract by the Contractor. The rights and remedies of the UW provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.
- 13. COPYRIGHT AND INTELLECTUAL PROPERTY PROVISIONS** – Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the UW. The UW shall be considered the author of such Materials. If the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the UW effective from the moment of creation of such Materials. For Materials that are delivered under this Contract, but that incorporate pre-existing materials not produced under this Contract, the Contractor grants to the UW a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights, and rights of publicity, necessary to grant such a license to the UW. The UW shall receive prompt written notice of each notice or claim of copyright infringement received by the Contractor with respect to any Materials delivered under this Contract. The UW shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.
- 14. 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, as defined in the FAR Subpart 3.4, maintained by the Contractor for the purpose of securing business. The UW shall have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage, or contingent fee.
- 15. DIGITAL ACCESSIBILITY** – UW is a public entity, and in accordance with, inter alia, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 ("ADA"), the Amendments Act of 2008, and amendments and updates thereto, is obligated to make its services, programs, and activities accessible to individuals with disabilities.

To the extent the goods and services provided by Contractor include or incorporate digital products or services, including web content, web applications, software systems, cloud services, mobile apps, digital documents, audio/video content, and other works that include a digital user interface and are intended for use by students, employees, patients, and visitors of the University of Washington, Contractor represents (1) that it is committed to promoting and improving accessibility of all its products as specified in Web Content Accessibility Guidelines (WCAG) 2.1 Level AA as the Minimum Digital Accessibility Standard as defined in the University of Washington Digital Accessibility Rider (Rev. 3/31/25) ("Rider") that contractors are expected to meet, and (2) Contractor's Works shall provide substantially similar functionality, experience, ease of use, and information access to individuals with disabilities as it provides to individuals without disabilities, as defined in the Rider, incorporated

by reference or attached to a University purchase order or contract.

16. **DELIVERY**– Delivery shall be accomplished by the date and time in the applicable purchase order or contract document. Noncompliance may be construed as grounds for termination for cause for failure to deliver on time.
17. **DISPUTE RESOLUTION** – If a dispute arises out of or relates to this Contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolutions procedure.
18. **FEDERAL EXCLUSION AND DEBARMENT** – The Contractor, by accepting the terms of this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions. The Contractor shall include the above-mentioned requirement in any and all Subcontracts into which it enters. In the event that the Contractor becomes debarred, suspended or ineligible from participating in transactions, the Contractor shall notify the UW in writing within three (3) working days of an event. To the extent that the Contractor will provide performance to any UW Medicine entity, Contractor hereby represents and warrants that Contractor is not currently, and at no time has been sanctioned, debarred, suspended, or excluded by any federally funded healthcare program, including without limitation, Medicare and Medicaid. Contractor hereby agrees to immediately notify UW of any threatened, proposed, or actual sanctions, debarment action, suspension, or exclusion by or from any federally funded health care program during the term of this Contract.
19. **FORCE MAJEURE** – Neither the Contractor nor the UW shall be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of either the Contractor or the UW. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of a governmental body other than the UW acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delays must be beyond the reasonable control and without fault or negligence of the Contractor, the UW, or their respective Subcontractors.
20. **GOVERNING LAW** – This Contract shall be interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for King County.
21. **INDEMNIFICATION** – The Contractor shall indemnify, defend, and hold the UW, the Board of Regents of the UW, and their officers, employees, students, and agents harmless from and against all claims for damages, costs (including attorney’s fees), or liability, relating to the death or injury to any persons or the damage of any property resulting from or arising out of the acts or omissions of the Contractor or its employees, agents, or Subcontractors in connection with this Contract. The Contractor expressly agrees to indemnify, defend, and hold harmless the UW for any claim arising out of or incident to the Contractor’s or any Subcontractor’s performance or failure to perform this Contract. The Contractor shall be required to indemnify, defend, and hold harmless the UW only to the extent claim is caused in whole or in part by negligent acts or omissions of the Contractor. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify the UW, the Board of Regents of the UW, and their officers, employees, students, and agents as provided herein.
22. **INDEPENDENT CONTRACTOR** – The parties intend that an independent contractor relationship is created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the UW. The Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of the UW or of the State of Washington by reason hereof, or act as attorney in fact, nor will the Contractor make any claim of right, privilege or benefit that would accrue to such employee. Conduct and control of the work will be solely with the Contractor.
23. **INFRINGEMENTS** – The Contractor agrees to defend, indemnify, and hold harmless the UW against all claims for patent, copyright, or franchising infringements arising from the purchase, installation, or use of material ordered under this Contract, and to assume all expense and damage arising from such claims.
24. **INSURANCE**—If the Contractor’s performance under this Contract will involve Work falling into any of the categories enumerated within this section, Contractor shall maintain, during the performance of this Contract, all relevant types of insurance in amounts equal to or exceeding those listed below. Upon request, Contractor shall, prior to the commencement of Work under this Contract, provide the UW Procurement Services Department, or

other University unit identified in Contract, with a certificate of insurance evidencing proof of insurance coverage, and shall name the Board of Regents of the UW as an additional insured.

All insurance policies shall contain an appropriate severability of interests clause. UW reserves the right to require additional types of insurance, and/or higher insurance limits, as circumstances require. Contractor shall provide appropriate proof of insurance under this section upon request, regardless of type or amount. Upon request, Contractor shall submit to UW within fifteen (15) days of the Contract effective date, a certificate of insurance that outlines the coverage and limits defined in this section. Contractor shall submit renewal certificates as appropriate during the term of the Contract. Contractor shall maintain insurance of at least the following types and amounts:

a. Commercial General Liability Insurance.

For service contracts in which Contractor will perform a significant portion of the Work under this Contract on the UW Campus, within UW facilities, in contact with UW employees or students, or upon request, Contractor shall maintain Commercial General Liability Insurance, and provide proof of such upon request, in the following amounts:

- \$1,000,000 per occurrence
- \$3,000,000 aggregate
- \$100,000 damage to premises

b. Automobile Liability Insurance.

For Contracts including services delivered pursuant to this Contract involving the use of vehicles, either owned, unowned, or hired by the Contractor, Contractor shall maintain Automobile Liability Insurance, and provide proof of such, in the following amount:

- \$1,000,000 per occurrence; owned, unowned, and hired vehicles shall be covered.
- Contractor may provide Combined Single Limit for bodily injury and property damage.

c. Professional Liability/Errors and Omissions Insurance.

For services delivered pursuant to this Contract, either directly or indirectly that involve or require professional services, skill, and/or judgment, or upon request, Contractor shall maintain Professional Liability/Errors and Omissions Insurance, and provide proof of such upon request, in the following amounts:

- \$2,000,000 per claim
- \$3,000,000 aggregate

For Contracts under this subsection, the provision of Professional Liability/Errors and Omissions Insurance shall replace the Contractor's obligation to maintain and provide proof of Commercial General Liability Insurance.

d. Foreign Liability Insurance

For services provided under this Contract which will be performed outside of the United States or upon request, Contractor shall maintain the following types and levels of insurance and provide proof of such upon request:

- International Commercial General Liability coverage with a limit of at least \$5,000,000 per occurrence including products/completed operations coverage.
- International voluntary workers' compensation coverage per statutory requirements.
- International automobile liability insurance with limits of at least \$1,000,000 per occurrence.

LIMITATION OF LIABILITY – The UW shall not be liable to the Contractor or to any Subcontractor, regardless of the form of action, for any consequential, incidental, indirect, or special damages, or for any claim or demand based on a release of information, or patent, copyright, or other intellectual property right infringement. This section does not modify any specific agreement regarding liquidated damages, or any other conditions expressly agreed elsewhere between the parties.

25. ORDER IDENTIFICATION – All invoices, packing lists, packages, shipping notices, and other written documentation affecting any goods delivered under this Contract shall contain the applicable order number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this Contract indicating the contents therein. Invoices will not be processed for payment until all items invoiced are received. Shipments received without order numbers may be refused at the Contractor's expense.

- 26. ORDER OF PRECEDENCE** – In the event of any inconsistencies or conflicting terms and conditions in this Contract, such inconsistency or conflict shall be resolved by giving precedence in the following order: any negotiated Contract between the UW and Contractor; federal flow down terms and conditions (if applicable); federal, state, or local laws or regulations. The Contractor’s terms proposed are rejected unless otherwise provided in writing by the UW Procurement Services Department.
- 27. MISCELLANEOUS FEES/CHARGES** - The UW reserves the right to reject invoices that include unidentified or miscellaneous fees and charges not included in Contractor’s quote, proposal, or contract with the UW. Miscellaneous fees/charges may include, but are not limited to tariffs, special handling or packaging, fuel surcharge, compliance charge, paper invoice fee, merchant bank fee, energy surcharge, additional time fee.
- 28. PAYMENT, PAYMENT METHOD, PROMPT PAYMENT DISCOUNT** – The UW shall not process invoices for payment, and the period of computation for prompt payment discount will not commence, until the UW receives a properly completed invoice or receives and accepts invoiced items, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the prompt payment discount period shall commence on the date final approval for payment is authorized. If the UW fails to make a timely payment, the Contractor may invoice for a minimum of \$1 or maximum of 1% per month on the amount overdue (RCW 39.76.011). Payment shall not be considered late if a check, warrant or electronic transmittal notice has been mailed or issued within the time specified, or, if no terms are specified, within thirty (30) days from date of receipt of a properly completed invoice or goods, whichever is later. The UW shall not honor drafts nor accept goods on a sight draft basis. Contractor shall accept payment via an approved UW payment method. Information about the payment process can be found at <https://finance.uw.edu/ps/suppliers>. All invoices must be submitted in accordance with instructions provided with the order, whether verbal or written. Contractors must submit invoices in accordance with instructions on the University Purchase order. Failure to comply with order and invoicing instructions may be considered a breach of Contract.
- 29. PROPRIETARY INFORMATION/PUBLIC RECORDS** – The Contractor must clearly identify any material such as, but not restricted to, valuable formulae, design, drawing, and research data claimed to be exempt from public records request, as allowable by law (RCW 42.56.270), along with a statement of the basis for such claim of exemption. Pricing and entire bid packages are not considered proprietary and are subject to public record requests. The UW will give notice to the Contractor of any request for disclosure of such information. Failure to so label such materials or to timely respond after notice of request for public disclosure has been given shall be deemed a waiver of any claim that such materials are, in fact, exempt.
- 30. PUBLICITY** – The Contractor shall not mention, imply, or utilize UW name and/or logo or other marks in any publicity matters, regardless of media format, without the prior written consent of the UW.
- 31. RECORD MAINTENANCE AND RIGHT OF INSPECTION** – The Contractor shall maintain, at no additional cost, all records and other materials relevant to this Contract for a period of six (6) years, in accordance with Chapter 40.14 RCW following the date of termination or expiration of this Contract. At no additional cost, these records shall be subject at all reasonable time to inspection, review or audit by the UW, personnel duly authorized by the UW, and any representatives of the Washington State Government, including the Office of the State Auditor, and/or the Federal Government, including but not limited to, the Comptroller General, or any authorized representative of the General Accounting Office (GAO), so authorized by statute, regulation or this Contract. Contractor shall provide reasonable access to all such records, upon request, including, but not limited to, any access to Contractor’s facilities necessary to examine these records during the period specified in this section. If any litigation, claim, or audit is initiated 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.
- 32. REJECTION** – All goods or materials purchased herein are subject to approval by the UW. Any rejection of goods or materials resulting from nonconformity to the terms, conditions, or specifications of this Contract, whether held by the UW or returned, will be at the Contractor’s risk and expense.
- 33. RIDERS TO UW GENERAL TERMS AND CONDITIONS** - UW reserves the right to supplement these General Terms and Conditions with additional Rider(s) that addresses certain risk area(s) or additional conditions associated with of the Work to be performed by the Contractor.

A Rider may be required during Contract negotiation and formation, or, during the term of the Contract as an amendment. Based upon the type, nature, and purpose of the Work and this Contract, the Rider may address areas such as: civil rights, educational mission specific requirements, health-care specific, requirements, payment processing, privacy, special technical requirements, special insurance coverages, specific compliance requirements, etc.

- 34. RIGHTS AND REMEDIES** – Failure of the UW to insist upon the strict performance of any term or condition of this Contract or to exercise or delay any right or remedy provided in this Contract or by law, or the acceptance of (or payment for) materials, equipment, or services, shall not release the Contractor from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of the state to insist upon the strict performance of this Contract.
- 35. SEVERABILITY** – If any term or condition of this Contract is deemed invalid by any court, such invalidity shall not affect the validity of the other terms or conditions of this Contract.
- 36. SHIPPING INSTRUCTIONS** – Unless otherwise instructed, all goods are to be shipped prepaid, FOB Destination, as defined in RCW Title 62A. Where specific authorization is granted to ship goods FOB Shipping Point, the Contractor agrees to prepay all shipping charges, to route cheapest common carrier, and to bill the UW as a separate item on the invoice for the charges. The UW reserves the right to refuse COD shipments. Regardless of FOB point, the Contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein that occur prior to delivery, and such loss, injury, or destruction shall not release the Contractor from any obligation hereunder.
- 37. SUBCONTRACTING** – Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the Work contemplated under this Contract without obtaining prior written approval of the UW.
- 38. TAXES** – All payments accrued on account of property taxes, 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. Where required by state statute or regulation, the Contractor shall pay for and maintain in current status all taxes that are necessary for Contract performance. Unless otherwise indicated, the UW agrees to pay State of Washington sales or use taxes on all applicable services and materials purchased. No charge by the Contractor shall be made for federal excise taxes and the UW agrees to furnish the Contractor with an exemption certificate where appropriate. The Contractor shall calculate and enter the appropriate Washington State and local sales tax on the invoice. Tax is to be computed on new items after deduction of any trade-in in accordance with WAC 458-20-247.
- 39. TERMINATION PROCEDURES** – After receipt of a notice of termination, and except as otherwise directed by the UW, the Contractor shall:
 - a. Stop work under this Contract on the date, and to the extent specified, in the notice.
 - b. Place no further orders or Subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the Work under this Contract that is not terminated.
 - c. Assign to the UW, in the manner, at the times, and to the extent directed by the UW, all of the rights, title, and interest of the Contractor under the orders and Subcontracts so terminated, in which case the UW has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and Subcontracts.
 - d. Settle all outstanding liabilities and all claims arising out of such termination of orders and Subcontracts, with the approval or ratification of the UW to the extent the UW may require, which approval or ratification shall be final for all the purposes of this clause;
 - e. Transfer title to the UW and deliver in the manner, at the times, and to the extent directed by the UW any property which, if this Contract had been completed, would have been required to be furnished to the UW;
 - f. Complete performance of such part of the Work as shall not have been terminated by the UW; and
 - g. Take such action as may be necessary, or as the UW may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the UW has or may acquire an interest.

The UW shall pay to the Contractor the agreed upon price, if separately stated, for completed Work and services or goods accepted by the UW. The UW may withhold from any amounts due the Contractor a sum that the UW determines to be necessary to protect the UW against potential loss or liability. The rights and remedies of the UW provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

40. TREATMENT OF ASSETS

- a. Title to all property furnished by the UW shall remain in the UW. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in the UW upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in the UW upon (1) issuance for use of such property in the performance of this Contract, or (2) commencement of use of such property in the performance of this Contract, or (3) reimbursement of the cost thereof by the UW in whole or in part, whichever first occurs.
- b. Any property of the UW furnished to the Contractor shall, unless otherwise provided herein or approved by the UW be used only for the performance of this Contract.
- c. The Contractor shall be responsible for any loss or damage to property of the UW that results from the negligence of the Contractor or from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- d. If any UW property is lost, destroyed, or damaged, the Contractor shall immediately notify the UW and shall take all reasonable steps to protect the property from further damage.
- e. The Contractor shall surrender to the UW all property of the UW before settlement upon completion, termination, or cancellation of this Contract.

41. WARRANTY

- a. **Product:** The Contractor warrants all goods, products and services delivered under this order conform to specifications herein, shall be free from defects in material and workmanship, and shall be fit for the intended purpose. All goods, products and services found defective shall be replaced upon notification by the UW. All costs of replacement, including shipping charges, shall be borne by the Contractor.
- b. **Price:** The Contractor warrants that prices of materials, equipment, and services set forth herein do not exceed those charged by the Contractor to any other customer purchasing the same goods or services under similar conditions and in like or similar quantities.
- c. **Financial Status:** The Contractor warrants that at the time of the commencement of its performance under this Contract, it has not commenced bankruptcy proceedings and that there are no judgments, liens or encumbrances of any kind affecting title to any goods that are the subject of this Contract.



Attachment 6 PARTICIPATION INFORMATION

The RFXPremier Process

The RFXPremier Lead Entity Model is a collaborative procurement process representing the input and interests of public entities across the nation.

THE LEAD ENTITY MODEL

-  Members & Stakeholders Identify Shared Cooperative Contracting Needs
-  RFXPremier Engages Lead Entity & Sourcing Team
-  Members & Stakeholders Provide Input on RFP Specifications & Objectives
-  Lead Entity Issues RFP in Compliance with Lead Entity Laws
-  Lead Entity & Multi-Entity Sourcing Team Evaluate Supplier Proposals
-  Lead Entity Negotiates & Executes Master Agreements
-  Participating Entities Execute Participating Addenda
-  Purchasing Entities Buy Directly from RFXPremier Contractors

RFXPremier does not charge fees to Participating Entities or Purchasing Entities—including states (as well as the District of Columbia and US territories), cities, counties, districts, other political subdivisions of any State, Institutions of Higher Education, K-12, quasi-governmental entities, service districts, healthcare institutions, transportation districts, tribes/tribal organizations, or nonprofit organizations—to use RFXPremier Master Agreements. Suppliers pay only a nominal administrative fee based on their total sales. By leveraging the collective volume of potential purchases nationwide, RFXPremier is able to offer customers the best value in cooperative contracting while giving suppliers the opportunity to reach multiple markets through a single solicitation.



Attachment 7 PROTEST INFORMATION

This attachment is intended to provide Offerors with an overview of the Lead Entity's protest law, procedures, and requirements, which may be updated and amended without notice. Offerors filing a protest are wholly responsible for locating, understanding, and complying with protest law, procedures, and requirements in effect at the time of the protest.

Complaint Procedure:

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 UW to correct a problem before bids are submitted and time expended on evaluations.

The procurement complaint process will meet the following minimum requirements:

- 1) Bidders will be given an opportunity to submit a complaint to the UW 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.
- 4) The response to complaints including any changes to the solicitation will be posted as an amendment on WEBS.
- 5) The Executive Director of Procurement Services will serve as Protest Office and 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.

Protest Procedure:

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



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- 8) Protests are to be submitted to the UW's Executive Director of Procurement Services and the procurement coordinator.
 - 9) The Executive Director will issue 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.
 - 10) The Executive Director's protest decision is final. If a protesting bidder does not accept the protest response, the bidder may try to seek relief from superior court.
 - 11) At the time that the protest response is issued, the Department of Enterprise Services Director will be provided a copy of the original protest and the UW's response.



Attachment 8 OFFEROR INFORMATION, ACKNOWLEDGEMENTS, AND CERTIFICATIONS

Offeror must provide complete responses to each item below. **Insert your responses into this worksheet directly below each question or prompt.**

I. OFFEROR INFORMATION

- A. **Company's Full Legal Name:**
- B. **Primary Business Address:**
- C. **Federal Tax Identification Number:**
- D. **Entity Type:**

- Sole Proprietorship
- Partnership
- Limited Liability Company
- Corporation

- E. **Artificial Intelligence Disclosure.** Was artificial intelligence technology used in the development or completion of any portion of this proposal? (Check one of the below.)

- Yes
- No

II. BUSINESS DETAILS

- A. **Company Website.** Provide a URL for your company's website.
- B. **Company History.** Provide a brief history of your company, including the year of its founding and any material acquisitions or mergers in which it has been involved.
- C. **Company Size.** Identify the number of employees working for your company.
- D. **Ownership Structure.** Describe your company's ownership structure.
- E. **Litigation.** List all claims of non-performance or breach from customers in excess of \$5,000, including all pending litigation matters (including civil, criminal, or appellate) or criminal convictions in the past 5 years for the company and all principals. Attach an additional document if necessary.

III. PROPOSAL CONTACT

The Proposal Contact must be able to respond timely to communications from the Lead Entity. Offeror must, within 24 hours, notify the Lead Entity of any change to Offeror's Proposal Contact.

- A. **Proposal Contact Name:**
- B. **Proposal Contact Title:**



- C. **Proposal Contact Email:**
- D. **Proposal Contact Phone Number:**

IV. **ACKNOWLEDGEMENTS AND CERTIFICATIONS**

By signing below and submitting a response to this RFP, Offeror acknowledges and certifies the following:

A. Debarment. (Check one of the below.)

- Neither Offeror nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency.
- Offeror cannot certify the statement above, and Offeror will affix a written explanation to this attachment for review by the Lead Entity. If after reviewing Offeror's written explanation the Lead Entity determines it is not in the best interest of the Lead Entity, Participating Entities, or Purchasing Entities to award Offeror a Master Agreement, the Lead Entity may reject Offeror's proposal.

B. Non-collusion.

1. This proposal has been developed independently by Offeror and has been submitted without collusion and without any agreement, understanding, or planned common course of action with any other Offeror or supplier of Deliverables in a manner designed to limit fair and open competition.
2. The contents of this proposal have not been communicated by Offeror or its employees or agents to any person not an employee or agent of Offeror and will not be communicated to any such persons prior to the RFP Close Date.

C. Data Disclosure to Foreign Governments and Prohibited Technology. (Check one of the below.)

- Offeror is not an entity subject to laws, rules, or policies potentially requiring disclosure of, or provision of access to, customer data to foreign governments or entities controlled by foreign governments, and Offeror's offerings do not contain, include, or utilize components or services supplied by any entity subject to the same. Offeror's offerings also do not contain, include, or utilize covered technology prohibited under Section 889 of the National Defense Authorization Act, as amended.
- Offeror cannot certify all statements above, and Offeror will affix a written explanation to this attachment for review by the Lead Entity. If after reviewing Offeror's written explanation the Lead Entity determines it is not in the best interest of the Lead Entity, Participating Entities, or Purchasing Entities to award Offeror a Master Agreement, the Lead Entity may reject Offeror's proposal.

D. Conflicts of Interest. (Check one of the below.)

- Offeror represents that none of its officers or employees are officers or employees of the Lead Entity and that none of its officers or employees have a conflict of interest as defined by the laws, rules, or policies of the Lead Entity.
- Offeror cannot certify the statement above, and Offeror will affix a written explanation to this attachment for review by the Lead Entity. If after reviewing Offeror's written explanation the Lead Entity determines it is not in the best interest of the Lead Entity, Participating Entities, or



Purchasing Entities to award Offeror a Master Agreement, the Lead Entity may reject Offeror's proposal.

- E. Business Certifications.** (Check all that apply.)
- Offeror is a certified [demographic]-owned business, as defined in [statutory citation].
 - Offeror is a resident business, as defined in [statutory citation].
- F. Required Insurance.** Offeror agrees to acquire insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state at the levels prescribed in Attachment 4, Sample Master Agreement. Offeror understands that this requirement is mandatory and will not be negotiated by the Lead Entity.
- G. RFxPremier Administrative Fee.** Offeror agrees to pay an administrative fee and submit summary and detailed sales reports to RFxPremier in accordance with Attachment 4, Sample Master Agreement. All costs proposed by Offeror must be inclusive of the RFxPremier administrative fee. Offeror understands that the requirements in this section are mandatory and will not be negotiated by the Lead Entity.
- H. Marketing Plan.** If awarded a Master Agreement resulting from this RFP, within 30 days of execution of the Master Agreement, Offeror will meet with RFxPremier marketing personnel to review and track progress on the marketing plan described by Offeror in Attachment 8, Offeror Response Worksheet.
- I. Confidential, Proprietary, or Protected Information.** As set forth in Attachment 1, RFP Terms and Conditions, if Offeror is claiming any portion of its proposal as confidential, proprietary, or protected, Offeror must complete the required sections of Attachment 14, Claim of Business Confidentiality, and submit with Offeror's proposal a redacted copy of Offeror's proposal, which must be clearly marked as such. Offeror may not mark pricing or Offeror's entire proposal as confidential, proprietary, or protected. Submission of a Claim of Business Confidentiality does not guarantee that information claimed by Offeror as confidential, proprietary, or protected will not be subject to disclosure in accordance with applicable public information laws, rules, and policies. If Offeror fails to submit a redacted copy of Offeror's proposal, or fails to claim information as confidential, proprietary, or protected in compliance with this RFP, Offeror releases the Lead Entity, PPA, PPA members, and entities represented on the Multistate Sourcing Team from any obligation to keep the information confidential and waives all claims of liability arising from disclosure of the information.
- J. Conditional Awards.** Offeror understands that awards and execution of a Master Agreement are conditional as set forth in Attachment 1, RFP Terms and Conditions, and Offeror agrees to hold the Lead Entity and PPA harmless and release the Lead Entity and PPA from any liability for damages arising from non-award or non-execution of a contract.
- K. Understanding of the RFP.** Offeror has read the RFP in its entirety and understands and agrees to comply with all requirements set forth therein. Any conflicts in the materials composing the RFP and any issues relating to the content of the RFP, including instructions, requirements, or specifications Offeror believes to be ambiguous, unduly restrictive, erroneous, anticompetitive, or unlawful, have been brought to the attention of the Lead Entity using the process described in the RFP for asking questions or, if applicable, by filing a protest. In accordance with Attachment 1, RFP Terms and Conditions, Offeror acknowledges and understands that any protest, claim, dispute, or action based upon a conflict or issue described herein must be filed no later than the RFP Close Date, and Offeror waives the right to file any protest, claim, dispute, or action based upon a conflict or issue described herein if not filed by the RFP Close Date.



Signature

The undersigned is one of the following:

1. The Offeror, if Offeror is an individual;
2. A partner in the company, if Offeror is a partnership; or
3. An officer or employee of the responding corporation having authority to sign on its behalf, if Offeror is a corporation.

By signing below, the undersigned warrants that the representations made and the information provided in Offeror's proposal are true, correct, and reliable for purposes of evaluation for a potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from contract award and may subject the undersigned, Offeror, or both to suspension or debarment proceedings, as well as other remedies available to the Lead Entity by law, including termination of any Master Agreement awarded to Offeror.

OFFEROR:

Signature

Date

Printed Name

Title

Email Address

Phone Number



Attachment 9
OFFEROR RESPONSE WORKSHEET A
Categories 1 – 8 Hardware and Software

Offeror must provide complete and succinct responses to each item below. **Insert your responses into this worksheet directly below each question or prompt.** While supplementary marketing materials are neither requested nor desired, Offeror should provide all information necessary to demonstrate Offeror's ability to meet the requirements of this RFP and the RFP's Scope of Work.

I. RESPONSE TO MANDATORY MINIMUM REQUIREMENTS

Please check each box to acknowledge and agree to each mandatory minimum requirement.

By submitting a proposal in response to Solicitation **1002566**, the Offeror certifies the following:

- A. Offeror affirms that they can provide sales and ship to all 50 United States, and all shipping shall be F.O.B. Destination (including Alaska and Hawaii), freight pre-paid.
- B. Offeror agrees to accept and fulfill orders from all eligible Purchasing Entities.

II. RESPONSE TO TECHNICAL CRITERIA

A. Experience and Qualifications

- 1. Provide a brief history of your company to include length of time your company has been in business.
- 2. Describe your company's experience performing the same or similar Scope of Work or providing the same or similar Deliverables to other public sector customers.
- 3. Provide evidence of your customers' satisfaction with your product or services.
 - a. Client retention rate during the past 3 years
 - b. Customer surveys/references
 - c. Vendor performance ratings

B. Product Offerings

The Offeror shall indicate **Yes or No** for each category listed below, depending on whether they can or cannot provide:

Category 1: Audio Equipment	Yes	No
Category 2: Video Equipment	Yes	No
Category 3: Photographic Equipment	Yes	No
Category 4: Screens, Displays, and Projection Equipment	Yes	No
Category 5: Peripherals and Accessories	Yes	No



Category 6: Smart Classroom and Learning Technologies	Yes	No
Category 7: Computer Devices and Hardware	Yes	No
Category 8: Smart Classroom & Learning Technologies – Software	Yes	No
Category 9: Consulting, Design, and Installation Services	Yes	No

C. Online Functionality

1. Describe your online ordering platform process and methods of order submission, including any online system through which Purchasing Entities can place and track Orders.
2. Describe features of the website you will be setting up for this Master Agreement, including, as applicable, customized price lists for each Participating Entity, staff contact information, and online ordering capabilities.
3. Describe the staff and other resources that will be allocated to your Master Agreement and the training you will provide to staff to ensure their familiarity with Master Agreement terms and pricing and their compliance therewith.
4. Provide points of contact which includes any online system through which Purchasing Entities can place and track orders. Provide those contacts, emails and website here.
5. Describe your ability to support a decentralized system of Orders submitted from many end users in multiple states and locations.
6. What are your quality assurance measures and how are they handled in your organization?

D. Customer Service

1. Describe your customer service offerings, including availability of customer service, and availability help desk services.
2. Describe your return policy and process for non-defective returns. Describe additional services related to defective product returns.
3. Detail the basic warranty for all products offered per the requirements found in Attachment B, Scope of Work.
4. Describe any training services offered that will enhance the offerings you are proposing such as website training, ordering training, invoice management, etc.
5. What are your quality assurance measures and how are they handled in your organization?

E. Implementation and Promotion of the RFXPremier Master Agreement

1. Describe your company's experience working with contracting cooperatives.
2. List the cooperatives through which you currently have a contract, and provide sales volume information for each. Identify any restrictions on pricing and sales (e.g., most-favored nation clauses) imposed by your other cooperative contracts.



-
3. Describe how you intend to market your Master Agreement and encourage participation among potential Participating Entities.
 4. Describe how you intend to encourage adoption and usage of your Master Agreement by Participating and Purchasing Entities
 5. Describe your ability to provide products and services immediately upon execution of a Master Agreement and Participating Addenda.
 6. Describe how you will ensure summary and detailed sales information is promptly, completely, and accurately reported to you by your dealers, partners, and resellers for aggregation and reporting to RFXPremier in compliance with the terms of your Master Agreement.



Attachment 10 OFFEROR RESPONSE WORKSHEET B

Category 9: Consulting, Design, and Installation Services Only

Offeror must provide complete and succinct responses to each item below. **Insert your responses into this worksheet directly below each question or prompt.** While supplementary marketing materials are neither requested nor desired, Offeror should provide all information necessary to demonstrate Offeror's ability to meet the requirements of this RFP and the RFP's Scope of Work.

I. RESPONSE TO MANDATORY MINIMUM REQUIREMENTS

Please check each box to acknowledge and agree to each mandatory minimum requirement.

By submitting a proposal in response to Solicitation **1002566**, the Offeror certifies the following:

- A. Offeror shall have been in continuous business under its current organizational name for a minimum of five (5) years. The Offeror shall provide documentation, such as articles of incorporation, business licenses, or other verifiable records.
- B. Offeror shall provide a minimum of three (3) reference letters from educational institutions (K-12, higher education, or public sector) where similar integrated classroom technologies, hardware, or services have been implemented within the past five (5) years.

II. RESPONSE TO TECHNICAL CRITERIA

A. Experience and Qualifications

1. Provide a brief history of your company to include length of time your company has been in business.
2. Describe your company's experience performing the same or similar Scope of Work or providing the same or similar Deliverables to other public sector customers.
3. Provide evidence of your customers' satisfaction with your product or services.
 - a. Client retention rate during the past 3 years
 - b. Customer surveys/references
 - c. Vendor performance ratings
4. What are your quality assurance measures and how are they handled in your organization?

B. Consulting and Needs Assessment

1. Describe your methodology for conducting needs assessments with educational institutions, including how you gather stakeholder input, analyze data, and translate findings into actionable recommendations.
2. Provide at least one example of a past engagement where your consulting approach resulted in the development of technology standards, policies, or roadmaps that advanced classroom modernization.



C. Design and System Planning

1. Explain your approach to designing and planning integrated classroom systems, including how you ensure compliance with accessibility standards, building codes, and IT/security requirements.
2. Provide examples of scalable design solutions you have developed for classrooms, conference rooms, or learning environments, and describe the outcomes achieved.

D. Installation and Integration

1. Detail your installation and system integration process, including project management practices, quality assurance procedures, and strategies for minimizing disruption to classroom operations.
2. Describe your process for testing, commissioning, and certifying systems as fully operational, and provide examples of the types of documentation you deliver upon project completion (e.g., as-built drawings, equipment lists, training materials).

E. Personnel Qualifications and Certifications

1. Identify key personnel who would be assigned to projects under this Master Agreement, including their roles, years of experience, and relevant certifications (e.g., CTS, CTS-D, CTS-I, PMP, IT/Networking).
2. Explain how your team maintains professional certifications and stays current with evolving technologies to ensure delivery of state-of-the-art solutions.

F. Customer Service

1. Describe your firm's approach to customer service, including how Participating Entities may contact your support team (e.g., phone, email, portal) and the typical response times for different levels of service requests.
2. Explain your escalation procedures for unresolved issues, including the roles and responsibilities of customer service representatives, account managers, and executive oversight.
3. Provide information on your customer service staffing model, including hours of operation, after-hours support availability, and multilingual or accessibility accommodations.

G. Training, Support, and Warranty Services

1. Describe your approach to training institutional staff, including the formats (e.g., on-site, remote, quick-reference materials) you make available.
2. Describe your escalation and support process for post-installation services, including standard response times and how you will respond to warranty-related issues labor upon receipt of notice.

H. Positions

The Offeror shall provide position descriptions for each proposed role, including a detailed explanation of how each position supports the fulfillment of the Scope of Work. Offerors may propose any number of positions deemed relevant to the performance of services under this solicitation. The positions referenced are provided as illustrative examples only and are not mandatory; Offerors may propose alternative positions and titles that align with their organizational structure.

1. Laborer



2. Carpenter
3. Electrician
4. Project Manager
5. Wiring Systems Technician
6. Wiring Systems Installer
7. Design Consultant
8. Trainer

I. Coverage

1. Indicate if you can provide nationwide coverage
2. Indicate which region you can provide coverage
 - a. Region 1: AK
 - b. Region 2: HI
 - c. Region 3: ME, NH, VT, MA, RI, CT
 - d. Region 4: NY, NJ
 - e. Region 5: PA, DC, DE, MD,
 - f. Region 6: VA, WV
 - g. Region 7: NC, SC
 - h. Region 8: GA, FL, AL
 - i. Region 9: KY, TN
 - j. Region 10: OH, MI, IN, IL
 - k. Region 11: MN, WI
 - l. Region 12: IA, NE, KS, MO
 - m. Region 13: AR, MS, LA
 - n. Region 14: OK, TX
 - o. Region 15: NM, AZ
 - p. Region 16: UT, CO, WY
 - q. Region 17: ND, SD
 - r. Region 18: MT, ID
 - s. Region 19: NV, CA
 - t. Region 20: WA, OR
3. If unable to provide coverage for an entire region, list state you are able to provide services.
4. The Offeror shall affirm, in writing, that it will comply with all federal, state, and local prevailing wage laws, regulations, and requirements, in every jurisdiction where services are performed, if applicable. Unless agreed to in writing by the Participating Entity, Contractor may not adjust the Master Agreement pricing to include the prevailing wage compliance costs for purchases made by Purchasing Entities within the jurisdiction of the Participating Entity. No such agreement will affect the prices paid by Purchasing Entities outside the jurisdiction of the Participating Entity permitting the price adjustment. Upon request of the Lead Entity or a Participating Entity, the Contractor shall provide certified payroll records, wage determinations, or other documentation demonstrating compliance with prevailing wage requirements.

- J.** For Offerors who provide coverage in the State of Washington (Region 20) shall affirm, in writing, that it will comply with the subcontractor payment reporting tracking requirements using the State's business diversity management system, Access Equity (B2Gnow).



B2Gnow Internal Guidance:

SUBCONTRACTOR PAYMENTS REPORTING REQUIREMENTS: This Agreement is subject to compliance tracking using the State's business diversity management system, Access Equity (B2Gnow). Access Equity is web-based and can be accessed at the Office of Minority and Women's Business Enterprises at <https://omwbe.diversitycompliance.com/>.

The Contractor and all Subcontractors shall report and confirm receipt of payments made to the Contractor and each Subcontractor through Access Equity. The University of Washington (UW) reserves the right to withhold payments from the Contractor for non-compliance with this section. For purposes of this section, Subcontractor means any Subcontractor working on the Agreement, at any tier and regardless of status as certified WMBE or Non-WMBE.

The Contractor shall:

- a. Register and enter all required Subcontractor information into Access Equity no later than 15 days after the UW creates the Agreement Record.
- b. Report the amount and date of all payments (i) received from the UW, and (ii) paid to Subcontractor, no later than 15 calendar days after receipt of payment by UW and payment made to Subcontractor, issuance of each payment made by the UW to the Contractor, unless otherwise specified in writing by the UW, except that the Contractor shall mark as "Final" and report the final Subcontractor payments) into Access Equity no later than thirty (30) days after the final payment is due the Subcontractor(s) under the Agreement, with all payment information entered no later than sixty (60) days after end of fiscal year.
- c. Monitor contract payments and respond promptly to any requests or instructions from the UW or system-generated messages to check or provide information in Access Equity.
- d. Coordinate with Subcontractor, or UW when necessary, to resolve promptly any discrepancies between reported and received payments.
- e. Respond to reasonable requests from UW for additional information to be provided electronically through Access Equity.
- f. Require each Subcontractor to: (i) register in Access Equity and complete the required user training; (ii) verify the amount and date of receipt of each payment from the Contractor or a higher tier Subcontractor, if applicable, through Access Equity; (iii) report payments made to any lower tier Subcontractor, if any, in the same manner as specified herein; (iv) respond promptly to any requests or instructions from the Contractor or system-generated messages to check or provide information in Access Equity; and (v) coordinate with Contractor, or UW when necessary, to resolve promptly any discrepancies between reported and received payments.

ATTACHMENT 12 - WIPHE PARTICIPATION - COMPLETE AND RETURN WITH PROPOSAL

SPECIAL INSTRUCTIONS FOR THIS SOLICITATION The University is aware that other Washington State Institutions of Public Higher Education or public agencies may be interested in purchasing the product(s) included in this solicitation. Therefore, pursuant to the Interlocal Cooperative Act, RCW 39.34, which provides that all members of the Interlocal Agreement for Cooperative Purchasing by Washington Institutions of Public Higher Education (WIPHE) will be eligible to purchase from the award of this solicitation, if all parties are willing, below is a listing of member institutions who may desire to utilize the contract resulting from this solicitation.

Respondents should be aware that if other institutions of Higher Education elect to utilize the contract(s) awarded as a result of this solicitation they may have different administrative or delivery requirements. It will be the responsibility of the participating institutions to negotiate specific clauses with the Respondent. The modifications should not impair or substantially change the original contract. Members of WIPHE will issue separate purchase orders if they acquire items pursuant to contract awarded as a result of this solicitation. A WIPHE Contract number will be assigned to resulting contract(s) which must be referenced on all order documents.

Members of the Washington Institutions of Public Higher Education (WIPHE)

FOUR YEAR UNIVERSITIES:

CENTRAL WASHINGTON UNIVERSITY
EASTERN WASHINGTON UNIVERSITY
EVERGREEN STATE COLLEGE

UNIVERSITY OF WASHINGTON
WASHINGTON STATE UNIVERSITY
WESTERN WASHINGTON UNIVERSITY

COMMUNITY AND TECHNICAL COLLEGES:

BATES Technical College
BELLEVUE College
BELLINGHAM Technical College
BIG BEND Community College
CASCADE Community College
CENTRALIA College
CLARK College
CLOVER PARK Technical College
COMMUNITY COLLEGES OF SPOKANE
EDMONDS Community College
EVERETT Community College
GRAYS HARBOR College
GREEN RIVER Community College
HIGHLINE Community College
LAKE WASHINGTON Technical College
LOWER COLUMBIA College
NORTH SEATTLE Community College

OLYMPIC College
PENINSULA College
PIERCE College
RENTON Technical College
SEATTLE CENTRAL Community College
SHORELINE Community College
SKAGIT College
SOUTH PUGET SOUND Community College
SOUTH SEATTLE Community College
STATE BOARD for Technical & Community Colleges
TACOMA Community College
WALLA WALLA Community College
WENATCHEE VALLEY Community College
WHATCOM Community College
YAKIMA VALLEY Community College

By signing below, Respondent **AGREES** to sell items included in this solicitation to other WIPHE institutions, the University of Washington’s health system (Northwest Hospital & Medical Center, Valley Medical Center, as well as other affiliated entities), or other public agencies, at prices/discounts offered for this solicitation. Any exceptions or exclusions must be listed here. Write “None” if no exceptions. Use additional pages if necessary.

Signature: _____
Name and Title: _____
Company Name: _____
Date Signed: _____



Attachment 13 PROPOSED MODIFICATIONS TO SAMPLE MASTER AGREEMENT

The Lead Entity may, but is not obligated to, consider proposed modifications to Attachment 4, Sample Master Agreement.

Provisions of the Sample Master Agreement that are generally inapplicable to, incompatible with, or unsuitable for the subject of this RFP should be brought to the attention of the Lead Entity using the process described in this RFP for asking questions and will be addressed only at the sole discretion of the Lead Entity.

Offeror-specific modifications to the Sample Master Agreement may be proposed as part of Offeror's proposal in this attachment but are **strongly discouraged**. The quantity, breadth, and nature of modifications proposed by Offeror may be considered in the Lead Entity's evaluation of Offeror's proposal and of its risks, costs, and benefits to the Lead Entity and potential Participating Entities and Purchasing Entities. Proposing excessive or overly restrictive modifications, or proposing modifications upon which Offeror's proposal is conditioned, may result in Offeror's proposal being deemed non-responsive.

Offeror's Proposed Modifications. (Check one of the below.)

- Offeror has no proposed modifications to Attachment 4, Sample Master Agreement.
- Offeror proposes the modifications set forth in the table below and **will submit with Offeror's proposal a redlined copy of Attachment 4, Sample Master Agreement** incorporating each proposed modification. Offeror understands, acknowledges, and agrees to comply with the following:
 - The Lead Entity will not consider any proposed modification that:
 - Is not submitted in this attachment;
 - Is not accompanied by an explanation as required in this attachment;
 - Is not reflected in redlined edits to the Sample Master Agreement and submitted with Offeror's proposal; or
 - Merely references another document or a URL.
 - Offerors may propose additional terms but must include them in this attachment and must clearly identify where any terms conflict with the Sample Master Agreement.
 - If Offeror is awarded a Master Agreement resulting from this RFP, a comparison of Attachment [X], Sample Master Agreement and Offeror's accepted modifications thereto may be posted on the RFXPremier website for examination by potential Participating Entities and Purchasing Entities.
 - Each of the following fields **must** be completed for each proposed modification to the Sample Master Agreement:
 - **Sample Master Agreement Section Reference:** The page, section, or paragraph in the Sample Master Agreement that is the subject of Offeror's proposed modification.
 - **Sample Master Agreement Language:** The language in the Sample Master Agreement that the Offeror is proposing to modify.
 - **Proposed Changes and Alternate Language:** The Offeror's proposed changes to the Sample Master Agreement language including, if applicable, Offeror's proposed alternate language.
 - **Justification for Proposed Change:** Offeror's justification for the proposed change.



- **Risk and Benefits of Acceptance:** Offeror’s analysis of the risk and benefits to the Lead Entity, Participating Entities, or Purchasing Entities—including quantifiable costs or cost savings—if Offeror’s proposed change is accepted by the Lead Entity.

Sample Master Agreement Section Reference	Sample Master Agreement Language	Proposed Changes and Alternate Language	Justification for Proposed Change	Risk and Benefits of Acceptance

[Add additional rows as needed.]



Attachment 14 CLAIM OF BUSINESS CONFIDENTIALITY

Offeror's Claims of Business Confidentiality. (Check one of the below.)

- Offeror is not claiming any information within Offeror's proposal as confidential, proprietary, or protected. (Check box and skip to **Signature** section below.)
- Offeror claims the information set forth in the table below as confidential, proprietary, or protected and **will submit with Offeror's proposal a redacted copy of Offeror's proposal**, which must be clearly marked as such. Offeror understands, acknowledges, and agrees to comply with the following:
 - Each of the following fields **must** be completed for each claim asserted by Offeror:
 - **Proposal Section Reference:** The page, section, or paragraph in Offeror's proposal containing the information claimed to be confidential, proprietary, or protected.
 - **Confidential Information:** A description of the information claimed to be confidential, proprietary, or protected.
 - **Basis for Claim:** The basis for Offeror's claim in accordance with Code of Washington RCW 42.56 (Public Records Act).
 - **Explanation:** Explanation of how the information claimed to be confidential, proprietary, or protected meets the definition of one of the bases above.
 - **Offeror may not mark pricing or Offeror's entire proposal as confidential, proprietary, or protected.**

Proposal Section Reference	Confidential Information	Basis for Claim	Explanation

[Add additional rows as needed.]



Public Disclosure

The University is subject to RCW 42.56 (Public Records Act). All Contractor responses and any subsequent Contract will be “public records” as defined in RCW 42.56.010

The Contractor must clearly specify any information that it claims is confidential or proprietary. Marking of the entire response or entire sections as proprietary will not be honored. The University may not accept responses where pricing is marked as proprietary.

All responses received will remain confidential until the Contract, if any, resulting from this RFP is signed by the University and the apparent successful Contractor; thereafter, the responses will be deemed public records.

To the extent consistent with RCW 42.56, the University will maintain the confidentiality of all information marked confidential or proprietary. If a request is made to view the Contractor’s information, the University will notify the Contractor of the request and the date that such records will be released unless the Contractor obtains a court order enjoining that disclosure. The Contractor will have five (5) business days from receipt of notice to obtain the court order. If the Contractor fails to obtain the court order enjoining disclosure, the University will release the requested information on the date specified.

Signature

By signing below, the undersigned certifies under penalty of perjury that the representations made and the information provided herein are true and correct and may be relied upon by the Lead Entity for purposes of determining the validity of Offeror’s claim(s). Offeror understands that submission of a Claim of Business Confidentiality does not guarantee that information claimed by Offeror as confidential, proprietary, or protected will not be subject to disclosure in accordance with applicable public information laws, rules, and policies. Offeror further agrees that if Offeror fails to submit a redacted copy of Offeror’s proposal, or fails to claim information as confidential, proprietary, or protected in compliance with this RFP, Offeror releases the Lead Entity, NASPO, NASPO members, and entities represented on the Multistate Sourcing Team from any obligation to keep the information confidential and waives all claims of liability arising from disclosure of the information.

OFFEROR:

Signature

Date

Printed Name

Title

Email Address

Phone Number

UNIVERSITY OF WASHINGTON CONTROLLER TO PROCESSOR DATA PROCESSING AGREEMENT

Note to Offerors: The Terms and Conditions contained herein are provided for informational purposes. These terms will be required for all purchases made by the University of Washington, and will be negotiated between the University of Washington and the Offeror as part of the University of Washington's Participating Addendum Process.

A. INTRODUCTION, PARTIES, AND EFFECTIVE DATE

This Data Processing Agreement (the "DPA") is hereby incorporated into and amends the [insert name of Underlying Agreement] (the "Agreement") between the University of Washington, an agency of the State of Washington, with its main campus located in Seattle, Washington (the "University") and [insert entity name], a [insert name of jurisdiction within which entity was formed (ex. Delaware)] [insert type of entity type (ex. corporation)], with a principal place of business at [insert entity's address] as of the Effective Date below. With respect to Data Processing performed under the Agreement and this DPA, the University is the Controller and the [insert non-UW entity] is the Processor. The parties agree as follows:

B. DEFINITIONS

1. **"Controller"** refers to the person or entity that determines the purpose and means for Data Processing.
2. **"Data Breach"** means any technical or physical incident or set of circumstances that leads to the unauthorized, accidental or unlawful access to, or destruction, loss, alteration, or disclosure of, University Personal Data undergoing Data Processing by the Processor.
3. **"Data Processing"** means any operation(s) performed on University Personal Data, whether or not by automated means, such as collection, recording, organization, storage, adaptation, alteration, retrieval, consultation, access, use, disclosure by transmission, dissemination, combination, restriction or destruction.
4. **"Data Request"** means a request to exercise rights available under any applicable law with respect to University Personal Data.
5. **"Processor"** refers to the person or entity that performs Data Processing on behalf of the Controller.
6. **"Sub-processor"** means any person or entity appointed by or on behalf of the Processor to carry out any portion of the Work.
7. **"University Personal Data" or "UPD"** means any records or information relating to an identified or identifiable natural person, such as name, identification number, location data, online identifiers, or factor(s) specific to physical, physiological, genetic, mental, economic, cultural, or social identity or characteristics, or is identified as personally identifiable data (or a similar term) by any applicable law, that:
 - a. Is created, received, or maintained by the University and transmitted to, accessed by, or otherwise made available to the Processor in connection with the Processor's performance of the Work;
 - b. Is created or compiled by the Processor in performing the Work; or
 - c. Is appended to, aggregated with, or associated with any University Personal Data originating from the University that was transmitted to or accessed by the Processor in connection with the Processor's performance of the Work.

Notwithstanding the foregoing, UPD does not include personal data relating to the Processor's or Sub-processor's personnel or personal data that is acquired from non-UW sources and is processed by the Processor not in association with the Work.

8. **"Processor"** as used in this DPA includes both the Processor identified above, and any third party and/or entity that owns or controls, is owned or controlled by, or is under common ownership or control with the Processor, where control is defined

as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting security, by contract, or otherwise.

9. “Work” refers to any and all activities carried out by the Processor or a Sub-processor in providing services, work product or deliverables under the Agreement, or in fulfilling any other obligations set forth in the Agreement.

C. STANDARD OF CARE

1. The Processor represents and warrants that any Data Processing shall be by personnel who (a) are obligated to maintain confidentiality under applicable law or job expectations, and (b) are sufficiently trained and experienced to use reasonable care commensurate with state-of-the-art professional practices to comply with the obligations in this DPA.
2. The Processor shall ensure that there are appropriate personnel-vetting processes, and appropriate policies and/or controls over activities as necessary to safeguard UPD per this DPA and applicable law.
3. Prior to the disclosure of UPD to, or the commencement of Data Processing by any Sub-processor, the Processor shall cause each Sub-processor to execute an agreement with the Processor that includes terms and conditions which establish at least the same level of protection for UPD as those set out in this DPA and applicable law. If a Sub-processor fails to fulfill its data protection obligations under this DPA or applicable law, the Processor shall remain fully liable to the University for the performance of that Sub-processor’s obligations.

D. PURPOSE AND LIMITS OF DATA PROCESSING

1. The Description of Data Processing Exhibit to this DPA sets forth certain information relating to the Data Processing by the Processor for the purpose of carrying out the Work. The Processor may only engage in Data Processing for the limited purpose described in the Description of Data Processing Exhibit (the “Purpose”). The Processor shall limit its Data Processing to include only the minimum UPD needed to fulfill the Purpose. The Processor’s Data Processing will not involve any secondary uses of UPD beyond the Purpose. Without limiting the generality of the foregoing, the Processor shall not use any UPD to market or sell goods or services to persons named or otherwise identified in UPD.
2. When the University reasonably deems necessary to meet its own requirements and/or applicable laws, the University may make reasonable changes to the Data Processing by amending the Description of Data Processing Exhibit or providing the Processor with an additional exhibit in the same form as the Description of Data Processing Exhibit. Any material change to the Description of Data Processing Exhibit that increases the cost of the Work shall be subject to the mutual agreement of the parties.
3. The University shall have sole control over determinations related to (a) the lawfulness of the Data Processing, and (b) the necessity of any privacy notice to and/or solicitation of consent from individuals whose personal data will undergo Data Processing in relation to the Work.

E. NON-DISCLOSURE AND DATA REQUESTS

1. UPD shall not be disclosed by the Processor (or any Sub-processor) to a third party, unless the University grants permission in writing to the Processor to disclose, or unless such disclosure is required by applicable law.
2. If the Processor receives any subpoena, discovery request, court order, or other legal request or order that calls for disclosure of any UPD, then the Processor shall promptly notify the University unless specifically prohibited by law from doing so. The Processor’s notification shall give the University sufficient time to object to the disclosure, obtain a protective order, or otherwise protect UPD by limiting disclosure. The Processor shall provide the University with prompt and full assistance in the University’s efforts to protect UPD. Any disclosure pursuant to this section shall be limited to the minimum disclosure required by law.
3. The Processor shall assist the University by implementing technical and organizational measures, to the extent practicable, in order for the University to meet its obligations (as understood by the University) to respond to Data Requests relating to UPD held by the Processor. The Processor shall promptly notify the University if the Processor receives a Data Request, assist the University in the University’s response, and respond to the Data Request directly only on the documented instructions of the University or as required by applicable laws to which the Processor is subject, in which case the Processor shall, to the

extent permitted by applicable laws, inform the University of the Processor's legal obligations before any response to the Data Request.

F. COMPLIANCE AND DATA TRANSFERS

1. The Processor shall conduct all Work and Data Processing in full compliance with any and all applicable statutes, regulations, rules, standards and orders of any official body with jurisdiction over the Processor or the University. Applicable statutes, regulations, rules, or orders may include, but are not necessarily limited to:
 - a. The Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. §1232g; 34 CFR Part 99;
 - b. The Health Insurance Portability and Accountability Act (“HIPAA”), 42 U.S.C. § 300gg and 29 U.S.C § 1181 et seq. and 42 USC 1320d et seq.; and/or the Washington Health Care Information Act, Ch. 70.02 RCW; and
 - c. European Union General Protection Data Regulation (“GDPR”), Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016. The University’s obligations and rights with respect to GDPR are set forth in the Agreement and this DPA. The Agreement, this DPA, and any directions contained in notices from the University to the Processor pursuant to § J.4 together constitute the University’s documented instructions to the Processor for the purposes of GDPR. The subject matter of the Data Processing with respect to GDPR is the Work, as defined above, in the Agreement, and/or in the Description of Data Processing Exhibit to this DPA (including any change(s) pursuant to § D.1). Compliance with GDPR includes, without limitation, the following:
 - i. The Processor shall provide the University with assistance and information required by GDPR, to the extent applicable, as it relates to Data Processing. As contemplated by GDPR, the Processor’s provision of assistance may relate to data protection impact assessments, prior consultations, demonstration of compliance with Article 28 of GDPR, and audits. The Processor will also immediately notify the University if, in its opinion, a University instruction infringes GDPR.
 - ii. The Sub-processors that are identified and described by the Processor in the Description of Data Processing Exhibit of this DPA are the only Sub-processors permitted to perform Data Processing. Prior to engaging a new Sub-processor for Data Processing, the Processor shall: (1) notify the University in writing of the intended addition or replacement of the Sub-processor; and (2) give the University the opportunity to object to such change.
2. For Data Processing that involves transfers of UPD from the European Economic Area, Switzerland, or the United Kingdom to a country that does not ensure an adequate level of data protection (including, but not limited to, the United States) within the meaning of the applicable laws of the foregoing territories, the Standard Contractual Clauses (accessible at <https://privacy.uw.edu/design/agreements/dpa/>) shall govern such transfers.

G. SAFEGUARDING DATA

1. Taking into consideration the state of the art, costs of implementation and the nature, scope, context and purposes of the Data Processing, the likelihood and potential severity of risks to the rights and freedoms of natural persons, and the risk of Data Breach, the Processor represents and warrants that it shall implement technical, physical, and administrative security measures appropriate to such risks, which may include, but are not necessarily limited to:
 - a. The de-identification, anonymization, pseudonymization, and encryption of UPD;
 - b. The ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems, facilities, and services;
 - c. The ability to restore the availability of and access to UPD in a timely manner in the event of a physical or technical incident; and
 - d. A process for regularly testing, assessing, and evaluating the effectiveness of technical, physical, and administrative measures for ensuring the security of the Data Processing.
2. The Processor’s measures for protecting UPD shall (a) meet or exceed industry best practices for safeguarding personal data, and (b) be based on the concepts of privacy by design and by default.

H. DATA BREACH RESPONSE

1. The Processor shall have sufficient capabilities for detecting, identifying, and responding to a Data Breach.
2. If the Processor has reason to believe that a Data Breach has occurred, then, without undue delay, the Processor shall notify the University of said Data Breach. Such notification to the University shall include sufficient information to enable the University to meet its obligations under applicable law.
3. In the event of a Data Breach, the Processor shall cooperate with the University and immediately:
 - a. Investigate and identify the nature of the Data Breach;
 - b. Preserve relevant evidence;
 - c. Contain, remediate, and mitigate the Data Breach; and
 - d. Notify the University of any additional or newly-emerged information beyond the initial Data Breach notification to the University described in § H.2.
4. In the event of a Data Breach caused in whole or part by the Processor:
 - a. The University may instruct the Processor, at the Processor's expense, to provide:
 - i. Notice when required by applicable law, or when a Data Breach could result in harm to individuals and/or risk to the University; and/or
 - ii. Services such as credit monitoring or identity theft protection to individuals when the absence of such services could result in harm to individuals and/or individuals would have a reasonable expectation that such services be provided.
 - b. Alternatively, the University may elect to provide the aforementioned notice and services itself.
5. Notwithstanding the foregoing, unless the Processor is required by law to provide the aforementioned notice and/or services in a particular manner, the University shall control the time, place, content, and manner of such notice and services.

I. DISPOSITION OF UPD UPON TERMINATION OR FULFILLMENT OF PURPOSE

1. The duration of Data Processing by the Processor shall be no longer than the expiration or termination of the Agreement or fulfillment of the Purpose with respect to UPD, whichever is earlier.
2. Upon expiration or termination of the Agreement, or fulfillment of the Purpose with respect to UPD, whichever is earlier, the Processor shall transfer to the University any and all UPD, unless otherwise instructed by the University in writing.

J. GENERAL TERMS

1. SURVIVAL AND ORDER OF PRECEDENCE. This DPA shall survive the expiration or earlier termination of the Agreement. In the event the provisions of this DPA conflict with any provision of the Agreement, or the Processor's warranties, support agreement, or service level agreement, the provisions of this DPA shall prevail.
2. SEVERABILITY. If any provision of this DPA is found to be unenforceable, the remainder of the Agreement and this DPA shall remain in effect.
3. HEADINGS FOR CONVENIENCE ONLY. Any and all subject headings are not substantive and are for convenience only.
4. NOTICES. Any notices or communications required or permitted to be given by this DPA must be (a) given in writing, and (b) personally delivered; mailed by prepaid, certified mail, or overnight courier; or transmitted by electronic mail (including PDF)

with receipt acknowledged, to the party to whom such notice or communication is directed, or to the mailing address or regularly monitored electronic email address of such party.

IN WITNESS WHEREOF, this DPA has been executed as of the date of the last party to sign below (“Effective Date”). If signed in counterparts, then each shall be considered an original thereof.

University:

Processor:

Signature

Signature

Name and Title

Name and Title

Date

Date

DESCRIPTION OF DATA PROCESSING EXHIBIT

This Description of Data Processing Exhibit to the Data Processing Agreement (the “DPA”) sets forth certain information relating to the Data Processing, current as of the date of the last signature below (including in a countersigned version of this Description of Data Processing Exhibit), that the Parties anticipate will be carried out in connection with the Work as defined in the DPA. This version of this Description of Data Processing Exhibit may be superseded by subsequent versions issued in accordance with Section § D.2 of the DPA.

1. NATURE AND PURPOSE

[Describe the nature (such as the operations to be undertaken by the Processor, volume of personal data, etc.) and the purpose (such as the University’s mission and the University department or unit’s specific objectives that will be fulfilled through the Processor’s Data Processing)]

2. CATEGORIES OF DATA SUBJECTS

[List the categories of individuals about whom personal data relates (such as currently enrolled undergraduate students, prospective academic personnel, alumni who have donated to the University between 2008-2018, etc.)]

3. TYPES OF PERSONAL DATA

[List the personal data points that will undergo Data Processing including any special categories of personal data. NOTE: special categories of personal data include information relating to racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person’s sex life or sexual orientation.]

4. PROCESSOR CONTACT PERSON

[Insert name, title, mailing address, email address, and phone number]

5. UNIVERSITY DEPT/UNIT CONTACT PERSON

[Insert name, title, mailing address, email address, and phone number]

6. SUB-PROCESSORS

[The Processor must list all Sub-processors that will perform any GDPR-governed Data Processing (such as cloud storage providers, hosting providers, etc.), with an explanation of each Sub-processor’s Data Processing activities. If GDPR does not apply or the Processor does not use any Sub-processors for GDPR-governed Data Processing, insert “Not Applicable”.]

University:

Processor:

Signature

Signature

Name and Title

Name and Title

Date

Date

UNIVERSITY OF WASHINGTON – IT SECURITY TERMS

Note to Offerors: The Terms and Conditions contained herein are provided for informational purposes. These terms will be required for all purchases made by the University of Washington, and will be negotiated between the University of Washington and the Offeror as part of the University of Washington's Participating Addendum Process.

INTRODUCTION, PARTIES, AND EFFECTIVE DATE

THESE IT SECURITY TERMS ARE HEREBY INCORPORATED INTO THE CONTRACT BETWEEN THE UNIVERSITY OF WASHINGTON (UNIVERSITY) AND CONTRACTOR, AS OF THE "EFFECTIVE DATE" OF THE CONTRACT. IN CONSIDERATION

OF THE MUTUAL PROMISES IN THE CONTRACT AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

I. DEFINITIONS

1. **"Incident"** means, for the purposes of this Contract, any adverse event (including technical or physical incidents) where there is harm to University Data, individuals, host(s), or network(s). This includes, but not by way of exclusion, events indicating that University Data may have been accessed, disclosed, or acquired without proper authorization, unlawfully, or contrary to the terms of the Contract.
2. **"Malicious Code"** refers to malware, spyware, adware, ransomware, rootkit, keylogger, virus, trojan, worm, bot, or other code or mechanism designed to, without consent collect information, gain access, assert control, alter, and/or cause harm to the systems or data of an affected host, network, or environment.
3. **"University Data"** means all records and information created, received, maintained, or transmitted by the University, which are accessed, created, used, stored, copied, or distributed by Contractor, in connection with the Work under the Contract. University Data which meets the criteria for the definition of University Personal Data, as defined within the University Data Processing Agreement (DPA), herein incorporated by reference, should be first interpreted under the DPA, and only interpreted as University Data to the extent that the DPA is not dispositive of the issue.
4. **"Contractor Group"** has the same meaning as "The Contractor" as the term is defined within the University of Washington General Terms and Conditions and additionally includes any person or entity appointed by or on behalf of the Contractor to carry out any portion of the Work.
5. **"Contractor"** has the same meaning as "The Contractor" as the term is defined within the University of Washington General Terms and Conditions.
6. **"Work"** has the same meaning as "Work" as the term is defined within the University of Washington General Terms and Conditions, irrespective of whether the work product includes goods, a license, professional services, or any form of technology solution delivered as a service.

II. DECLARATIONS

Parties understand and acknowledge:

1. University retains all ownership, title, rights, and control over all forms of University Data. Any privileges or license granted to Contractor Group under these IT Security Terms, or the Contract shall be narrowly construed, to permit only the least amount of access, creation, use, storage, copying, and/or distribution of University Data that is necessary for the Work. University control

over University Data specifically includes determining notification requirements in a potential Incident.

2. Contractor is in the best position to control the manner and means of how the Work is performed. Therefore, the express intent of the parties is to hold Contractor accountable for information security standards and practices of Contractor Group, but only as they pertain to the Work.
3. Contractor is already familiar with the compliance requirements of applicable information and security statutes, rules, and regulations related to the Work or University Data. Contractor conducts business consistent with leading principles and practices of information security.
4. University has a continuing valid interest in obtaining current records and information from Contractor as assurance that Contractor Group is meeting expected standards of performance, and to substantiate Contractor's representations.

III. OPERATIVE PROVISIONS

1. STANDARD OF CARE

- a. Contractor represents and warrants that, with regard to protecting the confidentiality, availability, and integrity of University Data, the Work shall be undertaken with all due care, skill and judgment commensurate with good professional practices.
- b. Contractor represents and warrants that the Work shall be undertaken by personnel capable of performing work commensurate with the required standard of care.

2. UNIVERSITY DATA OWNERSHIP

- a. UNIVERSITY DATA SHALL NOT BE DISCLOSED BY CONTRACTOR GROUP TO A THIRD PARTY, UNLESS THE UNIVERSITY GRANTS PERMISSION IN WRITING TO THE CONTRACTOR TO DISCLOSE, OR UNLESS SUCH DISCLOSURE IS REQUIRED BY APPLICABLE LAW.
- b. MARKINGS ON ALL UNIVERSITY DATA - INDICATING COPYRIGHT, TRADEMARK, OTHER PROPRIETARY INTELLECTUAL PROPERTY INTEREST, REASON FOR CONFIDENTIALITY, OR REASON ON DISTRIBUTION SHALL BE PRESERVED.

3. COMPLIANCE

- a. Contractor represents and warrants the Work, the handling of University Data, and the general conduct of business with University, shall be undertaken in full compliance with all applicable statutes, regulations, rules, standards and orders of any official body with jurisdiction over Contractor Group or University.
- b. Where the Work or University Data is subject to the Export Administration Regulations (EAR), or International Traffic in Arms Regulations (ITAR), Contractor shall provide the University Office of Sponsored Programs such assistance as necessary to ensure compliance.

4. COMPELLED DISCLOSURE

- a. If the Contractor receives any subpoena, discovery request, court order, or other legal request or order that calls for disclosure of any University Data, then the Contractor shall promptly notify the University unless specifically prohibited by law from doing so. The Contractor's notification shall give the University sufficient time to object to the disclosure, obtain a protective order, or otherwise protect University Data by limiting disclosure. The Contractor shall provide the University with prompt and full assistance in the University's efforts to protect University Data. Any disclosure pursuant to this section shall be limited to the minimum disclosure required by law.
- b. The Contractor shall assist the University by implementing technical and organizational measures, to the extent practicable, in order for the University to meet its obligations (as understood by the University) to respond to requests for production or disclosure of University Data held by the Contractor. The Contractor shall promptly notify the University if the Contractor receives a request for University Data, assist the University in the University's response, and respond to the request for University Data directly only on the documented instructions of the University or as required by applicable laws to which the Contractor is subject, in which case the Contractor shall, to the extent permitted by applicable laws, inform the University of the Contractor's legal obligations before any response to the request for University Data.

5. INCIDENT RESPONSE

If the nature of an Incident involves University Personal Data, as defined in the DPA, then the DPA incident response process shall apply instead of the provisions of these IT Security Terms.

- a. If the nature of the Work involves Contractor Group equipment, software, product(s), host(s), network(s), or environment(s) that may expose University Data to a potential Incident, then Contractor shall have an appropriate incident response plan. University may, at its discretion, request Contractor to participate in "lessons learned" activities following an incident.
- b. If the Contractor has reason to believe that an Incident has occurred, then, without undue delay, the Contractor shall notify the University of said Incident. Such notification to the University shall include sufficient information to enable the University to meet its obligations under applicable law.
- c. In the event of an Incident, the Contractor shall cooperate with the University to:
 - i. Investigate and identify the nature of the Incident;
 - ii. Preserve relevant evidence;
 - iii. Contain, remediate, and mitigate the Incident; and
 - iv. Notify the University of any additional or newly emerged information beyond the initial Incident notification to the University described above.
- d. In the event of an Incident caused in whole or part by the CONTRACTOR, the University may

- i. instruct the CONTRACTOR, at the CONTRACTOR's expense, to provide notice when required by applicable law, or when an Incident could result in harm to individuals and/or risk to the University;
 - ii. and/or Services such as credit monitoring or identity theft protection to individuals when the absence of such services could result in harm to individuals and/or individuals would have a reasonable expectation that such services be provided.
 - iii. Alternatively, the University may elect to provide the notice and services itself.
- e. If recovery from the adverse effects of the Incident necessitates Contractor's assistance in the reinstallation of Contractor Group's technology product(s) (including hardware or software) that relate to the Work, then Contractor shall cause such assistance in reinstallation to be provided. If Contractor Group is responsible for the Incident, then reinstallation assistance shall be at no cost to the University.
- f. If it appears to the University, in its sole discretion, that services or technology provided by the Contractor are a source of the Incident, and present an unreasonable risk, then the University may opt to discontinue use of that source of the Incident and the University's corresponding payment obligations under the Contract shall be adjusted equitably.

6. INFORMATION SECURITY ARCHITECTURE

- a. This section III.6 applies to the extent that Contractor Group owns, supports, or is otherwise responsible for host(s), network(s), environment(s), or the Work involves services wherein Contractor has care, custody, or control of University Data. For avoidance of doubt, this section shall apply when Contractor Group provides cloud-hosted infrastructure, platform, or application as a service.
- b. Contractor represents and warrants that the design and architecture of Contractor Group's systems (including but not limited to applications and infrastructure) shall be informed by the principle of defense-depth; controls at multiple layers designed to protect the confidentiality, integrity, and availability of data.
- c. Contractor shall cause Contractor Group to make appropriate personnel vetting/background checks, have appropriate separation of duties, and undertake other such workflow controls over personnel activities as necessary to safeguard University Data.
- d. Contractor shall cause Contractor Group to follow change management procedures designed to keep Contractor Group's systems current on security patches and prevent unintended or unauthorized system configuration changes that could expose system vulnerability or lead to an Incident.
- e. To the extent that the Work involves software that was developed, in whole or part, by any of Contractor Group, then Contractor represents and warrants that such portion of the Work was developed within a Software Development Life Cycle process that includes security and quality assurance roles and control process intended to eliminate existing and potential security vulnerabilities.

- f. Contractor Group shall have appropriate network segmentation and perimeter hardening. Contractor Group shall monitor its system and perimeter configurations and network traffic for vulnerabilities, indicators of activity or compromise by threat actors, and/or the presence of Malicious Code.
- g. Contractor Group shall have access, authorization, and authentication technology appropriate for protecting University Data from unauthorized access or modification, and capable of accounting for access to University Data. The overall access control model of Contractor Group systems shall follow the principle of least privileges.
- h. Contractor Group shall safeguard University Data with encryption controls over University Data both at rest and in transit. Contractor Group shall discontinue use of encryption methods and communication protocols which become obsolete or have become compromised.
- i. Contractor Group shall maintain a process for backup and restoration of data. Contractor represents and warrants that within the context of the Work, the appropriate members within Contractor Group are included in and familiar with a business continuity and disaster recovery plan.
- j. Contractor Group facilities will have adequate physical protections, commensurate with leading industry practice for similar Work.
- k. Contractor shall maintain a process for regularly testing, assessing, and evaluating the effectiveness of technical, physical, and administrative measures that meet or exceed the requirements set out under these IT Security Terms and Conditions. Contractor shall furnish University with an executive summary of the findings of the most recent assessment.
 - i. University reserves the right to conduct or commission additional tests, relevant to the Work, to supplement Contractor's assessment. Contractor shall cause Contractor Group to cooperate with such effort.
 - ii. If the findings of a s assessment identifies either: a potentially significant risk exposure to University Data, or other issue indicating that security standards and practices of Contractor do not meet the requirements set out under these IT Security Terms and Conditions, then Contractor shall notify University to communicate the issues, nature of the risks, and the corrective action plan (including the nature of the remediation, and the time frame to execute the corrective actions).

7. UNIVERSITY RIGHTS AND REMEDIES

All University rights and remedies set out in these Security terms are in addition to, and not instead of, other remedies set out in the Contract, irrespective of whether the Contract specifies a waiver, limitation on damages or liability, or exclusion of remedies. The terms of these IT Security Terms and Conditions and the resulting obligations and liabilities imposed on Contractor and Contractor Group shall supersede any provision in the Contract purporting to limit Contractor or Contractor Group's liability or disclaim any liability for damages arising out of Contractor or Contractor Group's breach of under these IT Security Terms and Conditions.

8. INFORMATION SECURITY INDEMNIFICATION

- a. It is the intent of the parties that all indemnity obligations of Contractor with respect to information security be allocated within this section and that any exclusions or limitation of liability language elsewhere within this Contract does not apply to Contractor's information security indemnification obligations.
- b. Contractor agrees to defend, indemnify, and hold University harmless from and against any and all claims, demands, suit, proceedings, judgment, award, damages, costs, expenses, fees, losses, fines of a penal nature, civil penalties, and other liabilities (including the obligation to indemnify others) arising from or connected to:
 - i. **Any violation by Contractor Group of such information security statutes, ordinances, rules, regulations, and orders of any official body with jurisdiction over Contractor Group or University that are applicable under the compliance provisions of these Security terms and conditions.**
 - ii. The Work, and/or all information or materials provided by the Contractor Group, with respect to any allegation by a third party of **any infringement of any copyright, trademark, patent, trade secret, or other intellectual property right.**
 - iii. Any **Incident**, in proportion to the extent of **Contractor Group's fault.**

9. INFORMATION SECURITY INSURANCE COVERAGE

Contractor shall, at its own expense, provide and maintain in force the appropriate kinds of insurance and minimum amounts of coverage, sufficient to support Contractor's information security indemnity obligations, as further specified in the attached CYBER LIABILITY RIDER, hereby incorporated by reference.

10. TRANSITION SERVICES

- a. As part of the winding up of services, associated with the expiration or termination of the Contract, the Contractor shall follow the University's instructions as to the preservation, transfer, or destruction of University Data. If, after requesting that University provide instructions, University fails to do so, then the instructions shall be that the Contractor shall transfer to the University any and all University Data in Contractor's possession.
- b. If the Contract terminates due to a material breach or unresolvable dispute, then Contractor shall, at University's written request, be obligated to continue to provide the Work, at Contract rates, pending University's reasonable efforts to obtain a substitute Contractor to provide the Work.

11. OPPORTUNITY TO CURE

In the event of a material breach of these IT Security Terms and conditions by Contractor Group, the University reserves its rights to terminate the Contract and seek all other available remedies. In lieu of immediately exercising the right to terminate, University may opt to extend to Contractor an opportunity to cure Contractor Group's material breach, and shall contact the Contractor, in writing,

to describe issues where corrective action is sought. Within ten (10) business days, Contractor will provide a response, in writing, to explain how Contractor shall address all issues to University's satisfaction. If the Contractor's response is, in whole or part, unacceptable to University, then University may refer the matter to the dispute resolution provision of the Contract or seek other reasonable means to resolve outstanding issues. To the extent that the Contractor's response describes acceptable corrective actions, then University and Contractor shall coordinate in furtherance of executing Contractor's corrective actions. Contractor shall make a written request to University to confirm that satisfactory performance of corrective actions has cured the material breach. Such acceptance shall not be unreasonably withheld.

12. SURVIVAL; ORDER OF PRECEDENCE

- a. With respect to the subject of these provisions, these Security terms and conditions shall supersede the general terms of this contract and shall supersede any terms, within this contract that would otherwise limit the remedies set out herein.
- b. If the data processing activity includes University Personal Data, then the DPA governs the data processing. University Personal Data and Data Processing Terms are defined in the DPA.

UNIVERSITY OF WASHINGTON – CYBER LIABILITY RIDER

INTRODUCTION, PARTIES, AND EFFECTIVE DATE

THIS CYBER LIABILITY RIDER IS HEREBY INCORPORATED INTO THE CONTRACT BETWEEN THE UNIVERSITY OF WASHINGTON (UNIVERSITY) AND CONTRACTOR, AS OF THE “EFFECTIVE DATE” OF THE CONTRACT. IN CONSIDERATION OF THE MUTUAL PROMISES IN THE CONTRACT AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

13. INFORMATION SECURITY INSURANCE COVERAGE

- a. In addition to the types of insurance, and limits of insurance required by Contract, Contractor shall, at its own expense, provide and maintain in force the kinds of insurance and minimum amounts of coverage, sufficient to support Contractor’s information security indemnity obligations, not less than as set forth in subsection “b.” Cognizant of the variety of policy forms currently within the insurance industry, the coverages provided under this section may be maintained in one or more types of insurance policies, irrespective of the name of the type of policy or coverage, such that Contractor is in material compliance with the requirements of this rider.
- b. The types of coverages required under the Contract by this Cyber Liability Rider are:
 - i. **Internet Professional Liability/ Media Liability/ Errors and Omissions Coverage**, with limits of at least \$2 million per occurrence / in the aggregate. Relevant policies must include coverages for:
 1. Where the nature of Work includes providing a service for a fee: claims arising out of a failure of the insured’s **internet professional services** or claims arising out of the rendering or failure of **technology services** by insured. Works requiring cover include, without limitations, activities by Contractor’s as an internet service provider, application service provider, web portal, web content developer, web site or web-facing application designer, professional services provider that delivers some portion of such services over the internet. Types of claims include, without limitation: any form of improper “deeplinking”, plagiarism, misappropriation of intellectual property, and/or unauthorized disclosure of trade secret, confidential, or other protected private or personal information.
 2. Where the nature of the Work includes providing or relying upon a product: claims arising from the failure of **insured technology products** (including hardware and software) to perform its intended function or purpose.
 3. Where the nature of the Work includes any activities involving access by Contractor to University’s hosts or networks, and/or requires Contractor Group to store University Data: claims arising from insured **security** controls failure including but not limited to: failure of contractor to prevent the transmission of Malicious Code; failure to prevent unauthorized host or network use; failure to prevent unauthorized host or network access; failure to handle, manage, store, destroy, or otherwise control University Data; failure to prevent collection of protected personal information, and failure to provide

individuals access to information and controls about their personal data as required by law.

- ii. **Cyber Liability/ID Theft and Extortion Insurance**, with limits of at least \$2 million per occurrence and in the aggregate. Relevant policies must include coverages for:
 1. Claims arising from first- and third-person **Cyber Extortion** or any credible threat or series of related threats to attack insured hosts or networks in a specific way.
 2. Claims arising from **Crisis management, response costs and public relations expense**, including liability arising from failure to notify, legal expenses, and computer forensic expenses.
 3. Claims arising from **Unauthorized Access to or use of data, a Loss of Data or Denial of Service** incident affecting insured host(s) or network(s) iii. Where the Contract includes IT Special Terms and Conditions and the potential net aggregate compensation paid or to be paid by University to Contractor over the term of the Contract exceeds \$25,000: **Umbrella liability**, with limits of at least \$1 million in the aggregate, which after other coverages required of Contractor Group under the Contract, shall be primary to any other insurance of the University, but only for the risks and liabilities assumed under the Contract.

UNIVERSITY OF WASHINGTON –DIGITAL ACCESSIBILITY RIDER

Note to Offerors: The Terms and Conditions contained herein are provided for informational purposes. These terms will be required for all purchases made by the University of Washington, and will be negotiated between the University of Washington and the Offeror as part of the University of Washington’s Participating Addendum Process.

THIS DIGITAL ACCESSIBILITY RIDER BETWEEN CONTRACTOR AND THE UNIVERSITY OF WASHINGTON (“UNIVERSITY”) (collectively the “PARTIES”) IS HEREBY INCORPORATED INTO THE AGREEMENT BETWEEN THE PARTIES, AND APPLIES TO THE CONTRACTOR’S WORKS, AS DEFINED HEREIN AND CONSISTENT WITH THE CONTRACTOR’S OBLIGATIONS UNDER THE AGREEMENT.

DEFINITIONS:

1. **Agreement** means and encompasses the entire written contract and all attachments thereto, including, but not limited to, the University’s General Terms and Conditions, additional terms and conditions, and any riders incorporated into the contract, as entered into by and between the Parties .
2. **Contractor** means the supplier of goods and/or services under the Agreement.
3. **Contractor’s Works** includes, but is not limited to, any web content, mobile application, or digital user interface provided as part of Contractor’s provision of goods and services under the Agreement.
4. **Minimum Digital Accessibility Standard** shall refer to WCAG 2.1 Level AA, or subsequent standards as required by applicable law.
5. **WCAG** shall mean the Web Content Accessibility Guidelines published and maintained by the Web Accessibility Initiative (WAI) of the World Wide Web Consortium (W3C).

RECITALS - THE PARTIES ACKNOWLEDGE, AGREE, AND REPRESENT THAT:

1. University is a public entity, and in accordance with, *inter alia*, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 (“ADA”), the Amendments Act of 2008, and amendments and updates thereto, is obligated to make its services, programs, and activities accessible to individuals with disabilities.
2. Contractor agrees and understands that University expects the Contractor’s Works to provide substantially similar functionality, experience, ease of use, and information access to individuals with disabilities as it provides to individuals without disabilities, in conformance with the laws and regulations cited above, and Contractor represents that the Contractor’s Works meet or will meet University’s intents and expectations by the date of contract execution, and in no event later than April 24, 2026.
3. University is relying on Contractor to implement the terms of the Agreement, and on Contractor’s representations of its compliance with the applicable accessibility standards of Contractor’s Works.

THE PARTIES AGREE AS FOLLOWS:

1. CONTRACTOR OBLIGATIONS:

Contractor shall exercise all due care, skill, and judgment commensurate with good professional practices, to ensure Contractor’s Works provide people with disabilities the same or substantially similar usability and accessibility available to people without disabilities. Contractor represents and warrants that all of Contractor’s Works provided to the University under the Agreement shall meet or exceed the Minimum Digital Accessibility Standard.

Contractor understands that failure to meet the Minimum Digital Accessibility Standard shall constitute a

material breach under the Agreement.

2. ACCESSIBILITY COMPLIANCE AND MONITORING:

Documentation of Current Accessibility: With regard to Contractor's Works existing at time of execution of the Agreement, Contractor shall provide University with accessibility testing results and/or other written documentation as assurance and verification of the state of accessibility required under this Accessibility Rider. The Parties agree that a current Accessibility Conformance Report (ACR) based on the most current version of the ITI Voluntary Product Accessibility Template (VPAT) (*available at itic.org/policy/accessibility/vpat*) satisfy this requirement. An ACR created by an independent third-party accessibility consultancy is preferred.

Ongoing Compliance: If Contractor's Works are updated or modified during the life of the contract, Contractor attests that their works shall remain in compliance with the Minimum Digital Accessibility Standard. Any issues identified must be promptly addressed and resolved as specified under the Corrective Action and Other Remedies section.

Testing Records Retention: Contractor shall maintain detailed records of all accessibility audits and testing performed related to Contractor's Works. Contractor shall make these records available to University upon request.

Right of Independent Assessment: University may, at its sole discretion, conduct an independent assessment of the accessibility of Contractor's Works and if UW determines that the Contractor's Works do not meet the Minimum Digital Accessibility Standard, University may exercise its rights as stated in Section 3 of this document "Corrective Actions and Other Remedies".

3. CORRECTIVE ACTIONS AND OTHER REMEDIES:

Material Breach: Due to University's legal obligations to make its services, programs, and activities accessible to individuals with disabilities, and as University is hereby relying on Contractor to provide Contractor's Works that comply with said legal obligations, the Parties acknowledge and agree that if at any time during the performance of the Agreement, University determines any portion of Contractor's Works are nonconformant with the Minimum Digital Accessibility Standard, such nonconformance shall constitute a material breach of the Agreement. In any instance of material breach, the University may, at its sole discretion, terminate the Agreement.

Discretionary Opportunity to Cure: If at any time during the performance of the Agreement, University determines that any portions of Contractor's Works are deemed nonconformant with the Minimum Digital Accessibility Standard, University may elect to provide Contractor notice and opportunity to cure such nonconformance. Under such circumstances, Contractor shall, at a minimum, do the following, as situationally appropriate and agreed to by the Parties:

- a. Respond with written acknowledgement of notice within three (3) business days;
- b. Develop a plan to bring Contractor's Works into compliance with the Minimum Digital Accessibility Standard, including a clearly defined timeline, and provide plan details to the University for review and approval within ten (10) business days; and
- c. Undertake any necessary corrective action within the approved timeline as defined in Contractor's plan.

Regardless of any opportunity for Contractor to cure, UW retains its right to terminate the Agreement at any time in its entirety or in part for material breach.

4. INDEMNIFICATION:

To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the University harmless from and against all claims, complaints, actions, costs, fines, and other liabilities arising from or connected to the accessibility of the Contractor's Works that are the subject of the Agreement and this Digital Accessibility Rider.