

REQUEST FOR QUOTATION

THIS IS NOT AN ORDER

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

Phone: 509-359-6804

Email: cross19@ewu.edu

QUOTE TITLE: RFQ# 25-CTR01

QUOTES ACCEPTED UNTIL: **9/11/2024, 3:00 PM PDT**

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

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

Eastern Washington University is seeking bids on the following:

ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT PRICE
1	Athletic Information Software that provides information on the contracts and expenses of NCAA schools for market research purposes	3	YR	\$	\$
2	Additional options to extend the software license for Item 1	2	YR	\$	\$
				\$	\$
				\$	\$
Ship to: Eastern Washington University 601 E Riverside Ave Spokane, WA 99202				SUB-TOTAL	\$
				Shipping	\$
				8.9% Tax	\$
				ENTER QUOTE TOTAL	\$

QUOTATION SPECIFICATIONS

SPECIFICATIONS:

SAMPLE:

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

LEAD TIME:

Bidders should include information about the lead time between order and delivery.

DELIVERY LOCATION:

Eastern Washington University 601 E Riverside Ave, Spokane, WA 99202. All Bid pricing is to be FOB Destination, freight prepaid and included to invoice to the destination(s) specified herein.

RENEWAL:

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

Do You Provide Early Payment Discount? _____ yes _____ no

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

_____ yes _____ no

Are You OMWBE Certified? _____ yes _____ no

REQUIRED RESPONSES

COMPANY INFORMATION

Firm Name (As it appears in WEBS): _____

Street and Number: _____

City and State: _____ Zip: _____

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

Signature: _____ Date: _____

Title: _____

Phone Number: _____ Fax Number: _____

Email : _____

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

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

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

REFERENCES

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

1. Company Name _____

Address _____

Company Phone Number _____

Contact Person _____

Contact Phone Number _____ Email _____

2. Company Name _____

Address _____

Company Phone Number _____

Contact Person _____

Contact Phone Number _____ Email _____

3. Company Name _____

Address _____

Company Phone Number _____

Contact Person _____

Contact Phone Number _____ Email _____

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

Manufacturer Warranties:

Other Warranties:

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

Return policy/procedures:

Notification time: _____ Replacement time: _____

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

Return policy/procedures:

Notification time: _____ Replacement time: _____

Restocking fee: _____

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

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

Service Center:

Address:

Contact Person: _____ Phone: _____ Fax: _____

Email: _____ WWW: _____

QUOTE INSTRUCTIONS

QUOTE DUE DATE: September 11, 2024

(1) COMPLETING QUOTE

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

(2) SUBMITTING QUOTES

Quotes are required to be emailed to cross19@ewu.edu. **Submit information requested on Pages _1-4_ of this RFQ.** Attach any supporting documentation. The Vendor is responsible for the means of delivering the Quote on time. Any Quote received after the hour specified in the Request for Quote will not be considered. Companies must submit proposals and all supporting documentation. When copies are submitted, an authorized representative must sign the quotation response and all pages that require signature or initials. Signatures can either be electronic signatures or signed in ink and scanned. Delays due to the methods used to transmit the quote including technological issues will be the responsibility of the Vendor. The quotation must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties of delivery. It is recommended to use return receipt in your email program to ensure you have record of delivery.

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

(4) QUOTE FORM

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

(5) REQUIREMENTS AND GUARANTEE

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

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

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

(7) AMENDMENTS TO SPECIFICATIONS

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

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

(8) PRICING

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

(9) MINORITY AND WOMEN'S BUSINESS PARTICIPATION

In accordance with the legislative findings and policies set forth in RCW 39.19, the Eastern Washington University encourages participation in all of its Contracts by the State of Washington Minority and Woman Owned Business Enterprise (MWBE) firms either self-identified or certified by the Office of Minority and Women's Business Enterprises (OMWBE). While EWU does not give preferential treatment, it does seek equitable representation from the minority and women's business community. Further, Bidders are encouraged to subcontract with firms certified by the Washington State Office of Minority and Women's Business Enterprises (MWBE) and are encouraged to utilize qualified, local businesses in Spokane County and Washington State where cost effectiveness is deemed competitive and Bidders may contact OMWBE to obtain

information on certified firms for potential sub-contracting arrangements. Nothing in this section is intended to prevent or discourage Proposals from non MWBE firms as well as MWBE firms. Proposers who are MWBE or intend to use MWBE Subcontractors are required to identify the participating firm on Appendix D Proposer Information.

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

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

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

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

Certified Sate Small Business: State Certification Number: _____

(10) RESERVED RIGHTS

Eastern Washington University expressly reserves the following rights:

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

(11) AWARD CRITERIA

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

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

(12) SELECTION OF APPARENT SUCCESSFUL BIDDER

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

(13) IN-STATE PREFERENCE/RECIPROCITY

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

(14) COMPLAINT PROCESS

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

The procurement complaint process will meet the following minimum requirements:

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

(15) PROTEST PROCEDURE:

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

The protest process will meet the following requirements:

- 1) After the announcement of the apparent successful bidder (ASB), bidders will be offered a debriefing upon written request.
- 2) Bidders will be given 3 business days after the ASB is announced to request a debriefing.
- 3) Bidders are required to participate in a debriefing as a prerequisite for submitting a protest.
- 4) Bidders will be given 5 business days after their debriefing to file a written protest.
- 5) The protest process will allow bidders an opportunity to submit a protest based only on the following:
 - a) A matter of bias, discrimination, or conflict of interest on the part of an evaluator;
 - b) Errors in computing the scores; or
 - c) Non-compliance with procedures described in the procurement document or EWU protest process.
- 6) Protests are to be submitted to the EWU Purchasing Manager and the procurement coordinator.
- 7) A written response within 10 business days from receipt of the protest, unless additional time is needed. The protesting bidder shall be notified if additional time is needed.
- 8) The final determination of the protest shall:
 - Find the protest lacking in merit and uphold EWU's action; or
 - Find only technical or harmless errors in EWU's acquisition process and determine EWU to be in substantial compliance and reject the protest; or

- Find merit in the protest and provide EWU options which may include:
 - Correct the errors and re-evaluate all proposals, and/or
 - Reissue the solicitation document and begin a new process, or
 - Make other findings and determine other courses of action as appropriate.

9) The protest decision is final. If a protesting bidder does not accept the protest response, the bidder may try to seek relief from superior court. If EWU determines that the protest is without merit, EWU will enter into a contract with the apparent successful vendor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of an evaluator;
- Errors in computing the score;
- Non-compliance with procedures described in the procurement document or EWU policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) EWU's assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by EWU. EWU's Director or an employee delegated by the Director who was not involved in the procurement will consider the record and all available facts and issue a decision within five (5) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Vendor that also submitted a proposal, such Vendor will be given an opportunity to submit its views and any relevant information on the protest to the RFQ Coordinator.

(16) EASTERN WASHINGTON UNIVERSITY STANDARD TERMS AND CONDITIONS

[HTTP://ACCESS.EWU.EDU/PURCHASING/DOING-BUSINESS-WITH-EWU/STANDARD-TERMS-AND-CONDITIONS.XML](http://access.ewu.edu/purchasing/doing-business-with-ewu/standard-terms-and-conditions.xml)

[HTTP://ACCESS.EWU.EDU/PURCHASING/DOING-BUSINESS-WITH-EWU/DIS-STANDARD-TERMS-AND-CONDITIONS.XML](http://access.ewu.edu/purchasing/doing-business-with-ewu/dis-standard-terms-and-conditions.xml)

EXHIBIT A: PROPOSER CERTIFICATION

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

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

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

OR

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

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

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

OR

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

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

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

OR

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

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

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

OR

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

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

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

OR

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

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

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

OR

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

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

OR

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

17. Proposer (circle one) is/is not submitting proposed Contract exceptions (See Section 2.10, Contract and General Terms & Conditions). If Contract exceptions are being submitted, Proposer has attached them to this form.

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

Signature

Date

Name

Title