WASHBURN
UNIVERSITY

REQUEST FOR PROPOSAL RFP 24079
PASSWORD MANAGEMENT SOFTWARE PLATFORM

RFP Number: The above Request for Proposal Number has been assigned to the Request and **MUST** be shown on all correspondence or other documents associated with this Request and **MUST** be referred to in all verbal and written communications. *All inquiries, written or verbal, unless otherwise specified herein, shall be directed to purchasing@washburn.edu only.*

Purpose: This document constitutes a request from Washburn University for competitive proposals from vendors in accordance with the terms, conditions, requirement and instructions stated herein.

READ THIS REQUEST CAREFULLY

Failure to abide by all of the conditions of the Request for Proposal (RFP) may result in the rejection of a bid.

Section I. Introduction

1.1 Purpose of Request

Washburn University is seeking a software program to provide framework to support password management and security of our privileged accounts.

1.2 RFP Details

Important Dates

RFP Issued	June13, 2024
RFP Inquiry Questions Due	June 19, 2024
Proposal Due Date	**July 2, 2024, 2:00PM CDT**

*Proposals must be received by 2:00 p.m. **July 2, 2024** (CDT) local time. Proposals must be in electronic format or delivered in sealed envelope to the Purchasing Office, Morgan 214A and must be received by the date, time, and place stated herein in order to be considered.*

Inquiries

All inquiries about the RFP must be submitted either electronically (PREFERRED) or by United States Postal Service in a sealed envelope. Please be mindful that if USPS is selected as your method of delivery, that the bid MUST be received by the University in the Purchasing Office by **July 2, 2024 at 2 PM CDT:**

Kathy Pflaum
Director of Purchasing
1700 SW College Ave
Morgan 214A
Topeka, KS 66621
purchasing@washburn.edu

Questions arising subsequent to the issuance of the RFP that could have an impact on the responses should be submitted by **June 19, 2024** to purchasing@washburn.edu. All official answer to questions submitted will be in the form of an addendum and be in written form ONLY. No other answers given in any other format will be deemed not valid for this RFP.

Submission

Email your proposal to Washburn Purchasing (purchasing@washburn.edu) by 2:00 pm, Central Time on **JULY 2, 2024**. Adobe PDF document type is preferred, but Microsoft Word and Excel document types are accepted.

Washburn University reserves the right to reject any or all proposals, to waive or refuse to waive errors or omissions in any proposal, to extend the time for submission of proposals, or to withdraw this request at any time. In no event shall a vendor submit its own standard contract terms and conditions as a response to this RFP. The vendor should address specific language or exact contract deviations that its firm wishes to negotiate in a section entitled exceptions.

Acceptance
Washburn University may award the contract to the vendor whose proposal is determined to be the most beneficial to the University. The University will contact the vendor upon acceptance of a proposal. Washburn University will also notify all unsuccessful proposers as to the outcome of the evaluation process. This RFP does not obligate the University to award a contract and reserves the right to cancel this RFP if cancellation is in the University's best interest.

Parties to the RFP

Parties to the contract will be Washburn University and the vendor. Invoices for all services and reimbursable expenses will be submitted to the Washburn University department of record for payment. Approved payments will be subsequently made by Washburn University in accordance with the contract.

Costs of Proposal Preparation

The cost of developing and submitting the proposal is entirely the responsibility of the vendor. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this RFP.

Competition

The purpose of this RFP is to seek competition. The vendor shall advise the Washburn University Purchasing Office if any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by the Washburn University Purchasing Director no later than five (5) business days prior to the bid closing date. The Washburn University Purchasing Director reserves the right to waive minor deviations in the specifications which do not hinder the intent of this RFP.

News Releases

Only Washburn University is authorized to issue news releases relating to this RFP, its evaluation, award and/or performance of the contract.

SECTION 2 INSTRUCTIONS FOR SUBMITTING A PROPOSAL

2.1 **Submittals:** Proposals shall consist of electronic copy attached to submission email including supporting documents to Washburn University at purchasing@washburn.edu or by hard copy delivered to Kathy Pflaum, Director of Purchasing, to Morgan 214A. Bidder's proposal shall be received by the closing date and time listed on the cover sheet.

2.2 **Signature of Proposals:** Each proposal shall give the complete mailing address of the vendor and be signed by an authorized representative by original signature with his or her name and legal title typed below the signature line.

2.3 **Acknowledgment of Addenda:** All vendors shall acknowledge receipt of any addenda to this RFP by returning a signed hard copy with the bid. Failure to acknowledge receipt of any addenda may render the proposal to be non-responsive. Only Washburn University shall issue changes to this RFP, which will be in writing.

2.4 **Modification of Proposals:** A vendor may modify a proposal by email at any time prior to the closing date and time for receipt of proposals.

2.5 **Withdrawal of Proposals:** A proposal may be withdrawn by email from the vendor to Kathy Pflaum in the Purchasing Office at Washburn University prior to the closing date. Unless

otherwise provided in any supplement to these Instructions, no Bidder shall modify, withdraw, or cancel a bid or any part thereof for ninety (90) days after the opening time of bids.

2.6 **Proposal Disclosures:** At the time of closing, only the names of those submitting proposals shall be made public information. No pricing or other proposed information will be released. Interested vendors or their representatives may be present at the announcement.

2.7 **Proposal Format:** It is the vendor's responsibility to submit complete responses in accordance with the format and instructions requested. It is the vendor's responsibility to submit information related to the evaluation categories and the University is under no obligation to solicit any information not included in the submitted proposal. Failure to submit information may cause an adverse impact on the evaluation of the vendor's proposal.

Vendors are requested to provide a point by point response to all requirements listed in the Request for Proposal.

2.8 **Pre-Award Presentations and Negotiations**

1.8.1 As part of the evaluation process, the University may require presentations from the highest ranked proposals.

1.8.2 Prior to award, the University may elect to communicate with the highest ranked vendors submitting a proposal for purposes of:

1. Resolving minor differences and informalities;
2. Clarifying necessary details and responsibilities;
3. Emphasizing important issues and points; or
4. Examining ways to improve any subsequent contract and/or its constituent documents.

2.9 **Additional Information:** The University reserves the right to request additional information or clarification on any matter included in a proposal. The University reserves the right to negotiate with any vendor or vendors to arrive at a final decision.

2.10 **Washburn University Purchasing Consortium/Cooperative Memberships** Washburn University is a member of E&I, Sourcewell, Omnia Partners, Choice Partners, Greenbush, BuyBoard, PACE and GSAdvantage. The University is also eligible to receive pricing available on State of Kansas contracts that indicate 'Yes – All Political Subdivisions'. Vendors/Manufacturers who participate in more than one of these should quote the lowest available contract cost for materials/services. Contact Kathy Pflaum at Kathy.pflaum@washburn.edu for assistance in determining whether you or your supplier is a participating contract/consortium vendor.

2.11   **New Vendor:** Please submit a W-9 with your proposal if you are a new vendor. You can find this form at: http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3

Section 3. Scope of Services Requested

Washburn University is seeking a software program to provide framework to support password management and security of our privileged accounts.

REQUIREMENTS OF VENDOR:

FUNCTIONAL REQUIREMENTS OF VENDOR:

1.   User Friendly Graphic User Interface

2.   Mobile & Desktop Apps that synchronize

3.   Cross Platform - iOS & Android | macOS & Windows

4.   2FA, preferably with a DUO push, for sign in

5.   Departmental Sharing / Shared Folders & Items

6.   Note/Document Saving

7.   Secure Password Generation

8.   2FA integrated into the password item (like in 1Password)

9.   Support for TOTP (time-limited one-time passwords, like Google/Microsoft Authenticator

10.   Multiple Vault Creation / Organizational Pieces

11.   Modern PAM Auditing Just-in-Time Access

12.   Security groups (i.e. we have several different factions using this software)

13.   External sharing (e.g. issuing a set of credentials to a vendor)

14.   Convenient off-site storage/access

15.   Integration with Safari, Firefox, Edge, and Chrome browsers on Mac and Windows

TECHNICAL REQUIREMENTS OF VENDOR:

1.   The proposed solution must be a hosted cloud web-based solution with sufficient memory/data to ensure top speed for all system processes and must provide adequate support for its system and users including but not limited to:
   - A dedicated team who is familiar with or will be fully familiar with the University's setup, exceptions, and processes.
   - Direct access to the team, via phone and email, during regular business hours.

2.   All University data must be stored and backed-up within the continental United States of America. In no event shall the University's data be accessed,   transferred, or stored outside of the USA. Please describe and provide diagrams of exactly how storage and data are protected from external penetration of the information in the proposal.

3.   The proposed software solution must be off-the-shelf (pre-programmed); generally available (i.e., not in beta or test) and currently in production and in use in or accessed by a client environment as proposed. Prototypes or items in test production and not formally announced for market availability shall not be accepted. All equipment, products, and supplies offered in the proposal must be new, of current production, and available for marketing by the manufacturer.

4.   The configuration selected must be flexible, user friendly and provide the ability to expand with the University.

1.   The solution should be <u>intuitive and easy to use</u> for all users.
6.   The solution must be compatible with current common browsers and maintain compatibility to newer versions of common browsers such as Internet Explorer, Chrome, and Safari.

7.   The solution must provide system security parameters that allow separation of roles and responsibilities. Please describe the security measures in place including how responsibilities for individuals and groups are assigned. This may also be integrated into Active Directory

(AD) to allow only members of certain groups to Read, Write, Edit, Delete (or other functionality) within the tool.

8. Describe how your proposed solution will store and transmit data in a secure fashion.

9. The solution should have the ability to delete and archive records.

10. The solution should allow for direct database access to raw data to support Washburn's automated data analytics initiatives.

11. The solution should be optimized to allow ease of mobile access to the system.

12. The University is subject to the European Union's General Data Privacy

    Regulation [Regulation (EU) 2016/679] (the "GDPR") when the University is a "controller" or "processor" of "personal data" from an individual "data subject" located in the European Union, as those terms are defined in the GDPR. The Contractor acknowledges and agrees that it is acting as a "processor" of "personal data" for the University under the resulting Contract Agreement and that all applicable requirements of the GDPR are incorporated by reference as material terms of the resulting Contract Agreement. The Contractor represents and warrants that (1) it is aware of and understands its compliance obligations As a "processor" under GDPR; (2) it has adopted a GDPR compliance policy/ program; (3) it will process "personal data" only in accordance with the University's instructions; and (4) with regard to its obligations under any resulting Contract Agreement, it shall comply with all applicable requirements of the GDPR to the same extent as required for the University. Additionally, the Contractor shall indemnify and hold the University, its trustees, officers, and employees harmless from and against any claims, demands, suits, damages, penalties, fines, or costs arising from any violation of GDPR by the Contractor

13. The proposed solution should be capable of interfacing with the following third-party software systems:

    Ellucian Banner

Integration to Existing Washburn University Applications

Ellucian Banner Integration with Washburn University

1.   Are you an Ellucian partner? If so, what level?

2.   Please describe in significant detail how integration with Banner works. (flat files, Ethos, views, direct database access, API, other)?

3.   Please provide a list of all data elements that you will read from the

      Banner database and why they are necessary to its functionality.

4.   Please provide a list of all data elements you will push back into the Banner database.

5.   Is any additional hardware or software required to support the integration? Please describe.

6.   Provide a detailed diagram depicting the integration.

7.   Will your software need to access other data sources? Describe.

8.   How many other Banner customers are you currently integrated with?

9.   Describe options for timeliness of data integration (daily, hourly, real-time?)

Optional Integration Items depending on the application:

Washburn has implemented Ellucian Ethos. If your product requires Ethos for data exchange, please describe in detail the fields exchanged.

_____
_____
_____
_____
_____
_____
_____
_____
_____

_____

_____

Identity Access Management

1.   Single Sign On

Single sign-on (SSO) is a session and user authentication service that permits a user to use one set of login credentials -- for example, a name and password -- to access multiple applications.

> *Requirement:* If the application is configured to use single sign on, it is expected that those credentials will provide access to <u>all parts</u> of the application without need to enter additional credentials or create a second account, except for the possible use of multi factor authentication (MFA) if necessary.

2.   Authentication

Authentication is a process by which users, processes, or services provide proof of their identity. User authentication often relies on a username and password but may also require a second authentication factor (e.g., DUO) where greater assurance of identity is required.

> *Requirement:* The application will integrate with existing Washburn University authentication systems and protocols to authenticate users, processes, and services.
>
> *Sub-requirements*
> - The application must accommodate a username in the format of an email address.
> - The application must support CAS or SAML2 protocols using the University's supported identity providers (Ellucian Ethos Identity Services and Azure) backed by Active Directory.
> - In the case of SAML2, the vendor must be able to provide a metadata.xml file or URL to the service provider's metadata.
> - Any attributes required for user identification or authorization must exist in Washburn's Active Directory.
> - Preferred MFA (Multi Factor Authentication) Integration with DUO (Identity Management and Single Sign-On; SAML).

3.   Authorization

Authorization includes processes that ultimately control what a user or process is allowed to do in an application. These processes may include organizing users into groups, assigning users or groups to roles, and managing the permissions for each role on application resources.

Requirement: The application will integrate with existing University services to manage groups, roles, and permissions. The application must have a Role Based Access Control (RBAC) model that is sufficiently flexible to meet the University's business needs.

Sub-requirements

- The application's Role Based Access Control model can be extended to accommodate the University's custom roles if necessary (affiliate, for example).
- The application can map groups or individuals into roles.
- The application can accommodate multiple roles per user without requiring multiple accounts (employee that is a student, for example).
- If the application requires creation of local accounts in order to facilitate authentication or authorization, this must be approved by the Washburn University CIO.

4.   Session Management

Session Management provides capabilities to control properties of a user's session such as session length, forced reauthentication, and logout.

The primary goal of "Session Management" requirements is to ensure that data security controls on user application sessions can be configured to meet current and anticipated business needs. (Role-based access control)

Requirement: The application will allow configuration of user session controls that meet University security and privacy needs.

Sub-requirements

- The application has a configurable user session inactivity timeout.

- The application supports user-initiated logout.

QUESTIONS REGARDING AI THECNOLOGY

1. Does your company follow Responsible AI Principles? If so, please describe which ones.

2. Have you built a proprietary AI and large language model (LLM), or do you rely on a third party LLM provider? If you rely on a third-party provider, please specify who that provider is. Please also answer for the specific provider how long they would store our data. Can we access that data? Will our data be used to train AI models or for any purpose aside from the provision of service?

3. If you are using OpenAI, are you licensing that technology directly through OpenAI or via the Microsoft Azure OpenAI Service?

4. Does your LLM use AI-augmented OCR to extract data from documents with non-standard text or aberrations? Can it accurately extract data if there are (watermarks), (2) blurry scans, (3) handwritten text, (4) creases, (5) smudges, (6) text from tables, and (7) text with non-Latin characters?

5. Does your AI require "human in the loop" review and validation during data ingestion?

6. If your product has generative AI features, what controls do you have to address scalability (latency, rate limits, costs, etc.)

7. If your product has a conversational AI feature, does it show the sources of its answers?

8. If your product has generative AI capabilities, can you describe if and how it leverages retrieval augmented generation (RAG) to help ensure quality results?

9. Will your LLM let us build custom AI to extract specific data like dates, numbers and text fields?

10. How will your product's AI allow us to create custom AI models to generate structured data points from our contracts, such as summaries for terms, calculated dates or dollar amounts, and ratings or classifications of terms?

11. Can we provide direct input about custom AI performance in your product? Will we have control to refine models to enhance the accuracy of the outputs?

12.　If your product analyzes data using AI, will you let us test its capabilities and fidelity by uploading thousands of data criteria into a real environment to see firsthand how it works at scale?

13.　Please describe how data is used to build an internal (only used for Washburn University AI knowledge. This means that Washburn University data cannot and would not be used for any other program builds.

14.　Please describe how data is used to build for overall data base using Washburn University data as contributing data to the overall platform and the security of that data from any type of discovery by outside entities.

15.　Is there a choice with this platform should Washburn University not want the data used for AI learning and building outside of Washburn University use?

COST PROPOSAL

Vendor Name:

_____

Base Proposal:

_____ Dollars, ($_____)
     (above to be written out)

SIGNATURE SHEET

The below stated Vendor submits a proposal for Services in accordance with the terms, conditions, and requirements stated herein. The Vendor hereby certifies it does not have any substantial conflict of interest sufficient to influence the bidding process on this proposal. A conflict of substantial interest is one which a reasonable person would think would compromise the open competitive bid process.

The Vendor submitting this bid and any person associated with this Vendor in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or any position involving the administration of federal, state or local funds:

1. Are not currently suspended, debarred, voluntarily excluded or disqualified from bidding by any federal, state or local agency;
2. Have not been suspended, debarred, voluntarily excluded or disqualified from bidding by any federal, state or local agency within the past three years;
3. Do not have a proposed debarment pending;
4. Within the past three years, have not been convicted or had a criminal or civil judgment rendered against them by a court of competent jurisdiction in any matter involving fraud, anti-trust violations, theft, official misconduct, or other offenses indicating a lack of business integrity or business honesty; and
5. Are not currently indicted or otherwise criminally or civilly charged by a federal, state, or local government with fraud, anti-trust violations, theft, official misconduct, or other offenses indicating a lack of business integrity or business honesty; and
6. Have not had one or more federal, state, or local government contracts terminated for cause or default within the past three years.

A detailed response for any item in which the vendor has a positive answer must be included in 'Exceptions to the RFP, if any" and may be marked confidential.

Addenda: The undersigned acknowledges receipt of the following addenda:

    #1 (____)   #2 (____)   #3 (____)   None (____)

Legal Name of Person, Firm or Corporation _____

Telephone_____Fax _____

E-Mail _____

Mailing Address _____

City & State _____Zip Code_____

FEIN Number _____

Signature_____ Date _____

Typed Name of Signature_____

Title_____

RFP 24079 Password Management Software Platform
Washburn University, 1700 SW College Ave. Topeka, KS 66621

PROFESSIONAL REFERENCES

Firm Name: _____

Contact Person: _____

Address: _____

_____

_____

Phone Number: _____ Email: _____

Firm Name: _____

Contact Person: _____

Address: _____

_____

_____

Phone Number: _____ Email: _____

Firm Name: _____

Contact Person: _____

Address: _____

_____

_____

Phone Number: _____ Email: _____

SECTION 4.0 TERMS AND CONDITIONS

4.1 **Right to Reject Proposals:** Washburn University reserves the right to reject any or all proposals submitted and waive any formality, informality, or irregularity in any proposal received.

4.2 **Compliance with Laws:** The vendor shall comply with any and all applicable federal, state and/or local laws, regulations, ordinances, rules and orders of appropriate governmental authorities, including without limitation, those relating to payment of taxes, obtaining licenses and securing permits.

4.3 **Award of Contract:** Any award of contract and/or purchase order resulting from this Request for Proposal will be made in accordance with the following:

    4.3.1 Evidence of the experience, qualifications and financial responsibility of each vendor and the time of completion are all acceptable to the University.

    4.3.2 The award of a contract will be made on the basis of the best, qualified, and responsive proposal as determined by the University, and not necessarily the lowest price proposal. The University may reject for consideration any proposal not prepared and submitted in accordance with the provisions herein; and hereby reserves the right to waive any informalities in, or to reject any or all proposals which, in the opinion of the University, will best serve the interest of the University.

    4.3.3 No contract shall be considered to have been entered into by the University until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the successful vendor.

4.4 **Contract Documents:** The response to this Request for Proposal (RFP) will be considered as an offer to contract. After final negotiations, any award of contract and/or purchase order resulting from this Request for Proposal will consist of the following:

    4.4.1 The RFP and any addenda to the RFP;

    4.4.2 The provisions of the vendor's RFP response that conform to and are consistent with the University's RFP; and;

    4.4.3 Washburn University Purchase Order

    4.4.4 Any changes must be agreed to in writing by both parties prior to executing any change.

4.5 **Force Majeure**: The vendor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the vendor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by vendor's employees, and freight embargoes, etc.

4.6 **Indemnification and Institutional Requirements:**

4.6.1 The successful vendor shall agree to indemnify, defend and hold harmless Washburn University and their respective officers, officials, consultants, agents and employees from any liability for damages or claims for damages to the extent arising from personal injury, including unauthorized disclosure by the vendor, its officers, employees or agents of any information required to be held confidential under the provisions of the contract and/or property damage caused by acts alleged to be negligent in performance of any services pursuant to this Agreement by the successful vendor or the vendor's contractors, subcontractors, agents or employees under this Agreement.

4.6.2 Contract Law: Any contract and/or purchase order(s) resulting from this RFP will be subject to the laws of the State of Kansas and all other applicable statutes. The total contract and/or purchase order(s) will include only the negotiated and executed contract and/or purchase order(s) and this RFP.

4.6.3 Contract Assignment: No portion of the operation or of any negotiated and executed contract and/or purchase order(s) for the services may be sublet, subcontracted, or otherwise assigned by the vendor without the prior written consent of the University.

4.6.4 Contract Cancellation: The University reserves the right to cancel the contract if:
(1) The quality of goods and/or services does not meet the specifications or needs of the University as specified; (2) delivery requirements, if any, cannot be guaranteed; (3) any other terms of the Request for Proposal are not met.

4.7 **Conflict of Interest:** The Vendor shall not knowingly employ, during the period of his contract or any extensions to it, any professional personnel who are also in the employ of Washburn University and who are providing services involving this contract or services similar in nature to the scope of this contract to the University. Furthermore, the vendor shall not knowingly employ, during the period of this contract or any extensions to it, any Washburn University employee who has participated in the making of this contract until at least two years after his/her termination of employment with Washburn University.

4.8 **Nondiscrimination and Workplace Safety:** The Vendor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules and regulations may result in termination of this contract.

4.9 **INSURANCE:** Upon request, the vendor shall present Certificates of Insurance to the Washburn University Director of Purchasing evidencing the following coverage during the performance of services:

A. Worker's Compensation with present limit of at least $1,000,000.

B. Employers Liability, with a minimum of $1,000,000 limit of liability per occurrence.
C. Commercial General Liability, including contractual liability coverage, with the following minimum limits of liability: $1,000,000 per occurrence for Bodily Injury and Property damage, Personal and Advertising injury, $2,000,000 General Aggregate and,
D. Professional Liability in the minimum of $1,000,000 per claim

All required insurance coverage hereunder, must be written by an insurance company authorized by the state in which the Project is located to provide such insurance coverage in such state and approved by Owner, and must be written under either standard form approved by the Department of Insurance of the state in which the Project is located or policies in form and content satisfactory to Owner. Carrier shall have an AM Best rating of A or better. Any certifications requested and provided shall contain a provision that the coverage offered under the policies shall not be canceled, non-renewed, or materially changed until at least 30 days prior written notice has been given to the University.

4.10   **Independent Contractor:** Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever. The successful vendor accepts full responsibility for payment of unemployment insurance, workers compensation and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

4.11   **Responsibility of the Vendor:** No consideration will be granted for any alleged misunderstanding of the requirement of the Request for Proposal documents, it being understood that the tender of a proposal carries with it the agreement to all provisions of the proposal documents. All vendors are expected to read the proposal documents and respond in the manner directed. All questions asked herein should be answered and all information requested herein should be supplied.

Before submitting a proposal, all bidders shall satisfy themselves as to the existing conditions under which he/she will be required to operate in performing their work. The bidder is not required to visit the job site prior to submitting a bid. No allowance will be made subsequently in behalf of the Vendor for any errors or negligence on their part.

4.12   **Payments:** Parties to the contract will be Washburn University and the vendor. Invoices for all services and reimbursable expenses will be submitted to the Washburn Board of Regents on a monthly basis for approval by the Board President. Approved payments will be subsequently made by Washburn University in accordance with the contract.

Payment Terms are NET 30.

4.13   **Taxes:** The University is exempt from federal and state taxes including sales, excise and transportation taxes.

4.14   **Shipping Terms:** All items awarded shall be provided F.O.B. Destination as specified herein. This shall include unloading, inside delivery and unpacking.

4.15   **Prohibition of Gratuities:** Neither the contractor nor any person, firm or corporation employed by the contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any University employee, officer, or Board of Regents member at any time.

4.15   **Notification of Award:** An award is made on execution of a written contract or purchase order. Only the University is authorized to issue news releases relating to this Request for Proposal, its evaluation, award and/or performance of the contract.

4.16   **No Liens:** Vendor shall keep the University free and clear of any and all liens asserted by any person or organization for any reason arising out of or as a result of the furnishing of goods and/or services by the vendor or by a third party.

4.17   **Governing Law:** This contract shall be governed by the laws of the State of Kansas and shall be deemed executed at Topeka, Shawnee County, Kansas.

4.18   **Jurisdiction:** The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas, District Court of Shawnee County. The United States District Court for the State of Kansas sitting in Topeka, Shawnee County, Kansas, shall be the venue for any federal action or proceeding arising hereunder in which the University is a party.

4.19   **Competition:** The purpose of this Request is to seek competition. The vendor shall advise the Director of Purchasing if any specification, language or other requirement inadvertently restricts or limits proposals to a single source. Notification shall be in writing and must be received by the Purchasing Office no later than five (5) business days prior to the request for proposal closing date. The Director of Purchasing reserves the right to waive minor deviations in the specifications which do not hinder the intent of this Request.

4.20   **Acceptance:** No contract provision or use of items by the University shall constitute acceptance or relieve the vendor of liability in respect to any expressed or implied warranties.

4.21   **Breach:** Waiver or any breach of any contract term or condition shall not be deemed a waiver of any prior or subsequent breach. No contract term or condition shall be held to be waived, modified, or deleted except by a written instrument signed by the parties thereto. If any contract term or condition or application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end the contract terms and conditions are severable.

If the Vendor shall fail, refuse and/or neglect to comply with the terms found herein, such failure shall be deemed a total breach of the contract and contract may be terminated, canceled, or suspended, in whole or in part. If the contract is terminated, canceled, or suspended for failure to comply with this section, the Contractor shall have no claims for damages against the University on account of such termination, cancellation or suspension or declaration of ineligibility.

4.22   **Disclosure of Proposal Content:**

Kansas Open Records Act

All proposals become the property of Washburn University. In providing a proposal to the Washburn University Board of Regents, the vendor attests to an understanding that the Kansas Open Records Act, K.S.A. 45-215 *et seq.*, applies to the documents provided by the vendor, and thus pursuant to K.S.A. 45-221(a)(28) all such documents will become publicly available if requested, once a bid has been accepted or all bids rejected.

No proposals shall be disclosed until after a contract award has been issued. The University reserves the right to destroy all proposals if the RFP is withdrawn, a contract award is withdrawn, or in accordance with Kansas law. Late Technical and/or Cost proposals will be retained unopened in the file and not receive consideration.

Trade secrets or proprietary information legally recognized as such and protected by law may be requested to be withheld if clearly labeled <u>"Proprietary"</u> on each individual page **and** provided as separate from the main proposal. Pricing information is not considered proprietary and the vendor's entire proposal response package will not be considered proprietary.

All information requested to be handled as "Proprietary" shall be submitted separately from the main proposal and clearly labeled, in a separate envelope or clipped apart from all other documentation. The vendor shall provide detailed written documentation justifying why this material should be considered "Proprietary". The Washburn University Purchasing Office reserves the right to accept, amend or deny such requests for maintaining information as proprietary in accordance with Kansas law.

At the time of closing, only the names of those who submitted proposals shall be made public information. No price information will be released.

4.23   **Inspection:** The University reserves the right to reject, on arrival at destination, any items which do not conform to the specifications of this Request.

4.24   **Notices:** All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other shall be **IN WRITING** and addressed as follows:

>   Kathy Pflaum , Director of Purchasing
>   RFP #24079
>   Morgan Hall Room 214A
>   1700 SW College Ave
>   Topeka, KS 66621
>   Kathy.pflaum@washburn.edu

4.25   **Data Security:** In the performance of this contract, the vendor will become a holder of and have access to private data on individuals. In performance of the contract, the vendor agrees it will comply with all applicable state and federal laws and regulations relating to confidentiality of information received as a result of the contract. The vendor agrees that it, its officers, employees and agents will be bound by confidentiality laws and that it will establish procedures for safeguarding the information.

Upon selection for a contract, the vendor agrees to notify its officers, employees and agents of the requirements of confidentiality and of the possible penalties imposed by violation of these laws. The vendor agrees that neither it, nor its officers, employees or agents will disclose or make public any information received by the vendor while executing this contract.

The vendor shall not use the names, home address, phone numbers, or any other information obtained by implementation or execution of this contract about employees, citizens, vendors or other information for any purpose other than the performance of this contract.

All Washburn University information or data is considered confidential. Vendor agrees to return any or all information or data furnished by the University promptly at the request of the Board or University, in whatever form it is maintained by vendor. Upon termination or expiration of this contract, the vendor and each of the persons and entities working for the vendor shall destroy or return all requested data, electronic information, written, or descriptive materials or any related matter of any type including but not limited to drawings, blueprints, descriptions, or other papers or documents which contain any such confidential information.

Data Security: In the performance of this contract, the vendor will become a

holder of and have access to private data on individuals or University Data. In performance of the contract, the vendor agrees it will comply with all applicable state, federal, and international laws and regulations relating to confidentiality of information received as a result of the contract. The vendor agrees that it, its officers, employees and agents will be bound by confidentiality laws and that it will establish procedures for safeguarding the information.

Upon selection for a contract, the vendor agrees to notify its officers, employees and agents of the requirements of confidentiality and of the possible penalties imposed by violation of these laws. The vendor agrees that neither it, nor its officers, employees or agents will disclose or make public any information received by the vendor while executing this contract.

The vendor shall not use the names, home address, phone numbers, or any other information obtained by implementation or execution of this contract about employees, citizens, vendors or other information for any purpose other than the performance of this contract.

Notifications:

- In the event of a Data Breach that affects University Data, the vendor shall promptly notify the University in writing within 4 business days of discovery of the Breach. Such notification shall include, but not be limited to:
  - The date and time of the discovery of the Breach,
  - A description of the nature and extent of the Breach, including the approximate number of individuals and types of data affected,
  - The known or suspected cause of the Breach,
  - The steps the vendor has taken or is taking to contain and mitigate the Breach, and,
  - Any remedial actions the vendor proposes to take to prevent future Breaches.
- Supply-Chain disclosures should be included in your contract:
  - For Incidents
  - Procurement documents and contracts, such as service-level agreements (SLAs), stipulate that vendors and/or service providers notify the procuring customer of security incidents within 4 days.
- For Known Vulnerabilities
  - Procurement documents and contracts, such as SLAs, stipulate that vendor and/or service providers notify the procuring customer of confirmed security vulnerabilities in their assets or

solutions, including any known-affected dependent software libraries, within 4 days.

All notifications required under this section shall be directed to:
- CIO@washburn.edu
- SECURITY@washburn.edu

All Washburn University information or data is considered confidential. Vendor agrees all University data is to be used only for the purposes of a contract entered as a result of an accepted Request for Proposal. The data shall not be used for any other purpose, including but not limited to, marketing, data analytics, combining University data with other data sets to create derivative data, training artificial intelligence models, or sharing with third parties.

Vendor agrees to return any or all information or data furnished by the University promptly at the request of the Board or University, in whatever form it is maintained by vendor, provided that the returned data is returned to the University in a useable format. The University prefers a comma-separated value (CSV) file of data. Other formats may be acceptable upon approval by the University.

Upon termination or expiration of this contract, the vendor and each of the persons and entities working for the vendor shall return, then destroy should any data fragments or metadata remaining upon their software or hardware, all requested data, metadata, electronic information, written, or descriptive materials or any related matter of any type including but not limited to drawings, blueprints, descriptions, or other papers or documents which contain any such confidential information. Data should be returned in a usable format. The University prefers a comma-separated value (CSV) file of data, although alternative formats may be acceptable upon approval of the University.

For any return or destruction of University data, the Vendor shall factor into the price of the bid all costs associated with the return or destruction.

Required Artifacts and Review:

- **HECVAT** – filled out by vendor. There are several types (Full, Lite, On-prem, Triage) and any one would be acceptable, if they are applicable. However, they should pull the latest version from this page: https://library.educause.edu/resources/2020/4/higher-education-community-vendor-assessment-toolkit, and should be no older than *1 year* since the last time it was filled out. Alternative current artifacts, such as SOC 2 type II, pentest results, etc.), may be considered as fulfilling this requirement.
- **A risk assessment by Washburn ITS Security** reviewing the information from the submitted HECVAT or third-party security assessments (SOC 2 type II, pentest results, etc.), as well as related information from the research and investigation of the overall

robustness of the vendor's cybersecurity program as it pertains to their internal and external processes that touch Washburn data, will be completed before contract signing.

4.26   **Exceptions:** As part of the proposal response, vendors shall indicate any part of the proposal document with which they take exception. Any exceptions taken should be outlined in their response with cross reference to the portion or section of the proposal.

VENDOR RESPONSE CHECKLIST

The following checklist is provided to assist bidders in ensuring all requirements are met and all required document submissions are included with the bid.

<u>TECHNICAL PROPOSAL</u>

- o Bidder Information
- o Qualifications & Experience Expressed Clearly
- o Point by Point Response to Scope of Work Requirements
- o Preliminary Schedule, where required in the SOW
- o References
- o Exceptions to RFP Noted as applicable

<u>COST PROPOSAL</u>

- o Proposal Pricing Sheet
- o Signature Sheet
- o W-9
  https://www.irs.gov/pub/irs-pdf/fw9.pdf
- o Certificate of Insurance (COI) Acord 25
- o Tax Clearance

Bids must be received by email prior to 2:00 PM local time on the closing date to be considered.
Bids must be emailed to purchasing@washburn.edu with the Bid Number in the subject line.

RFP 24079 Password Management Software Platform
Washburn University, 1700 SW College Ave. Topeka, KS 66621

NOTE: In order to properly and completely respond to this Request for Proposal, bidders must carefully review <u>all</u> sections and respond as required.