REQUEST FOR PROPOSAL
15-010

Student Union & Recreation Center
Glass & Storefront System Cleaning

ISSUE DATE: August 11, 2015
*LETTER-OF-INTENT TO RESPOND August 17, 2015, 3 PM
QUESTIONS DUE: August 17, 2015 3 PM
PROPOSALS DUE: August 31, 2015 3 PM
*Mandatory

Return Proposals To:
Central Washington University
Purchasing Office, MS 7480
400 E. University Way
ELLENSBURG, WA 98926-7480

Note: This RFP document and subsequent associated information will be posted on
CWU’s Internet Site and the State of Washington’s WEBS site:

CWU Purchasing: http://www.cwu.edu/contracts/current-bid-opportunities
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SECTION #1: RESPONSE SUBMITTAL SHEET

The undersigned has carefully examined all instructions and specifications and hereby proposes to furnish the products and services described herein, in accordance with the proposal instructions and specifications. (Note: Signature must be in ink and must be that of an individual authorized to act in such capacity for the firm represented.)

1.1 A ‘Letter-of-Intent-to-Respond’ has been submitted on or before August 17, 2015, 3 p.m. PST, as required in order to qualify for participation. __________(Initial)

1.2 Respondent has responded to all items in Section #5 “Required Responses.” __________(Initial)

1.3 The response to this Request for Proposal (RFP) has been prepared independently, without consultation, communication or agreement with others for the purpose of restricting competition. __________(Initial)

1.4 In preparing this RFP, respondent has not been assisted by any current or former employee of the State of Washington whose duties relate to this response and who was assisting in other than his or her official capacity. Neither does such a person or any member of his or her immediate family have any financial interest in the outcome of this project. __________(Initial)

1.5 Vendors under consideration may be asked to provide current, audited financial statements or the equivalent to include at a minimum: an income statement, statement of cash flows and a balance sheet. This information is subject to disclosure if it is deemed to be a determining factor in the award decision. Vendor agrees to provide this information upon request by the University. __________(Initial)

1.6 Vendor agrees to make purchases available to other WIPHE members per terms and conditions of Appendix B of this Request for Proposal. (Vendors will not be penalized for a ‘no’ answer to this section.) (Initial yes or no) Yes_________ No__________

SUBMITTALS:
In addition to the “Response Submittal Sheet,” the following documents must be included in your response:
- Section 5: Required Responses
- One complete copy of the proposal. If mailed or hand-delivered, one complete copy and one electronic copy. If emailed, one electronic copy.
Any official correspondence related to this Request For Proposal solicitation shall be directed to the owner, Central Washington University, Purchasing Office-M/S 7480, Attn: Karen Galbraith, 400 E. University Way; Ellensburg, WA 98926-7480 or email galbraithk@cwu.edu; and to the Contractor as noted below:

<table>
<thead>
<tr>
<th>Name and Title of Signing Officer (print)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor's Name and Address</td>
</tr>
<tr>
<td>Contractor's Telephone</td>
</tr>
<tr>
<td>Email Address</td>
</tr>
<tr>
<td>Signature</td>
</tr>
</tbody>
</table>
SECTION #2: GENERAL INFORMATION

Note: This RFP document and subsequent associated information will be posted on our Internet Site: http://www.cwu.edu/contracts/current-bid-opportunities

2.1 Purpose of Proposal: Central Washington University (CWU, the University) is requesting proposals for glass and storefront system cleaning.

Stated within this RFP are instructions for submitting the proposal, the procedures and criteria by which a vendor will be selected and the contractual terms by which the University proposes to govern the relationship with the selected vendor.

The purpose of this competitive procurement process is to assist the University in selecting a vendor who will best meet the University’s needs. The RFP provides all interested vendors a means to present their services and abilities for an objective review. The University appreciates your consideration of this RFP and looks forward to receiving your proposal.

2.2 Background: Central Washington University (CWU) is a four-year State university located in the central part of the State of Washington in the city of Ellensburg. There are approximately 9,000 students at the Ellensburg campus, and an additional 1,500 students that attend one of six University Centers located in Des Moines, Lynnwood, Moses Lake, Pierce County, Wenatchee and Yakima. The main campus is approximately 130 miles east of Seattle, 200 west of Spokane, and an hour’s drive to Snoqualmie Pass.

2.3 Term of Contract: The initial project period will be September 2, 2015 through September 3, 2016. The University reserves the right to extend the contract for additional three (3) one-year periods on a year-to-year basis subject to mutual acceptance.

2.4 WA State Business License Requirement: Business enterprises, whether an individual, partnership or corporation, must obtain a Washington business license in order to do business in Washington State. Application information may be obtained from the Internet site of the Department of Licensing: http://bls.dor.wa.gov/.

2.5 Other Institutions Eligible for Purchase:
WASHINGTON INSTITUTIONS OF PUBLIC HIGHER EDUCATION (WIPHE)
This solicitation is being issued by Central Washington University (The Lead Institution) pursuant to the Interlocal Cooperative Act, RCW 39.34, and offers the bidder an opportunity to make any resulting contract available to members of the Washington Institutions of Public Higher Education (WIPHE). Appendix B contains information about the WIPHE cooperative membership and the terms and conditions of such arrangements. There are no WIPHE members committed to participate in this RFP, but potential participants are identified in Appendix B. Proposals must also indicate current or past contracts with any WIPHE member.
2.6 University Parking: Enclosed for your information is a University map. Visitors to campus should stop at the CWU Welcome Center at the corner of Walnut Street and University Way for directions and parking information. The University is not responsible for parking infractions/violations incurred by visitors.
SECTION #3: GENERAL INSTRUCTIONS

3.1 Applicable Dates:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Proposal Issued</td>
<td>August 11, 2015</td>
</tr>
<tr>
<td>Letter of Intent to Respond</td>
<td>August 17, 2015, 3 pm</td>
</tr>
<tr>
<td>Questions Due</td>
<td>August 17, 2015, 3 pm</td>
</tr>
<tr>
<td>Written Answers to Questions Issued</td>
<td>August 19, 2015</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>August 31, 2015, 3 pm</td>
</tr>
</tbody>
</table>

The University reserves the right to revise this schedule.

3.2 Amendments to Specifications: Any amendment(s) to or error(s) in the specifications called to the attention of the University will be added to or corrected and furnished to all those holding specifications.

3.3 Preparation of Responses: Mailed or hand-delivered responses must be prepared on standard 8.5" x 11" paper and be placed in a binder with tabs separating each of the required elements. The vendor's name must appear on each page. Responses to the ‘Required Responses’ section must be formatted to correspond numerically to the requirements listed. Emailed responses must use university forms where provided and should be formatted for 8.5" x 11" paper, signed, saved and submitted as a PDF document. Emailed responses to the ‘Required Responses’ section must be formatted to correspond numerically to the requirements listed.

3.4 Cost of Preparation: The University will not pay respondent costs associated with preparing or presenting any response to this request.

3.5 Number of Copies: If mailed or hand-delivered, one (1) complete copy of the response and one electronic copy must be submitted prior to the due date stated under Section 3.1 Applicable Dates. All materials become the property of the University upon receipt in the Purchasing Office.

3.6 Multiple Responses: Respondents who wish to submit more than one proposal may do so provided that each proposal stands alone and independently complies with the instructions, conditions and specifications of the request. If multiple responses are submitted, the University reserves the right to select the proposal most advantageous to the university.

3.7 Proprietary Information: Any information contained in the vendor’s response that is proprietary must be clearly designated. **Marking of the entire response as proprietary will neither be accepted nor honored.** The University cannot guarantee that all such material noted remains proprietary, particularly if it becomes a significant consideration in contract award. Information will be kept confidential to the extent allowed by Public Disclosure Law.
3.8 Questions and Communication via Designated Contact:  All communications and/or questions in regard to this request must be in writing. Respondents are encouraged to either fax questions to the Purchasing Office at (509) 963-2871, or e-mail them to galbraithk@cwu.edu. If mailed, the address is as follows: Central Washington University, Purchasing Office-M/S 7480, Attn: Karen Galbraith, 400 E. University Way; Ellensburg, WA 98926-7480. In any case, please reference the RFP number found on the cover page of this solicitation. Under no circumstances should respondents contact university personnel outside of the opportunity provided herein.

3.9 Deadline for Submitting Questions: Questions must be received no later than the date and local Ellensburg time identified in section 3.1 of these instructions. No further questions will be answered after that date. The University will provide a copy of all respondents' questions and corresponding University responses to all those who have submitted the required 'Letter-of Intent-To-Respond'. VERBAL REQUESTS FOR INFORMATION OR CLARIFICATION WILL NOT BE HONORED.

3.10 Submitting Responses: Respondents must submit their responses to the Central Washington University Purchasing Office by email, mail or hand-delivery (not by fax). If mailed or hand-delivered, all responses must be in an opaque box or envelope with the name and address of the respondent appearing on the outside of the box or envelope. The outside lower left-hand corner must state the title, reference number, and the opening date. An electronic copy must also be included in the box or envelope.

Regardless of the method of delivery, the response must arrive at the Purchasing Office no later than the date and local Ellensburg time identified in Section 3.1 Applicable Dates of these instructions. Late responses will not be reviewed. The method of delivery will be at the discretion of the respondent and will be at the respondent’s sole risk to assure delivery at the designated office. Generally, UPS and Federal Express deliver daily to the Purchasing Office. The University does not take responsibility for any problems in the mail or delivery services, either within or outside the University. Receipt by any other office or mailroom is not equivalent to receipt by the Purchasing Office.

If delivery is by email (preferred), send to: galbraithk@cwu.edu

Note: All emailed proposals will be confirmed with a return email. It is the vendors responsibility to verify that their proposal has been received by CWU’s Purchasing Office.

If delivery is by mail the address is:
Central Washington University
Purchasing Office, M/S 7480
400 E. University Way
Ellensburg WA 98926-7480
If hand-delivered, the physical location is:
Central Washington University
Purchasing Office
Mitchell Hall, 2nd Floor
Ellensburg WA 98926-7480

**3.11 Late Responses:** Any response received after the date and time specified in Section 3.1 Applicable Dates will not be reviewed.

**3.12 Public Opening:** A formal bid opening will not be held. Bid information, including price sheets, will not be available for public disclosure until after award of the contract.

**3.13 Clarification of Responses:** As part of the evaluation process, respondents may be asked to clarify specific points in their response and make themselves available for a telephone interview or campus interview, as desired. However, under no circumstances will respondents be allowed to make any changes to their responses after the deadline for submission.

**3.14 Invoicing:** The original and one copy of each invoice must be sent to Central Washington University, Accounts Payable – MS 7470, 400 E. University Way, Ellensburg, WA 98926-7470. All invoices must reference the correct Central Washington University purchase order number.

**3.15 Reserved Rights:** Subject to the provisions of Chapter 69, Laws of 1996 (SSB 6572), the state reserves the right to:
1. Waive any informality as per WAC 236-48-124.
2. Reject any or all proposals, or portions thereof. WAC 236-48-094 allows the state to "accept any portion of the items proposed" unless the bidder stipulates all or nothing on the proposal.
3. Reissue an IFB, RFQ, or RFP, or negotiate under provisions outlined under RCW 43.19.1911.
4. Award on an ‘all or none’ basis taking into consideration any reduction in administrative costs as well as unit proposal prices.

**3.16 Minority and Women's Business Participation:**
The following voluntary numerical MWBE participation goals have been established for this Request for Proposal:
Minority Business Enterprises (MBE’s):10%
Woman’s Business Enterprises (WBE’s):10%

These goals are voluntary, but achievement of the goals is encouraged. However, unless required by federal statutes, regulations, grants, or contract terms referenced in the contract documents, no preference will be included in the evaluation of bids/proposals, no minimum level of MWBE participation will be required as a condition for receiving an award or completion of the contract work, and bids/proposals will not be rejected or considered non-responsive if they
do not include MWBE participation. Bidders may contact OMWBE at 360-664-9750 to obtain information on certified firms for potential subcontracting arrangements.

3.17 Insurance Coverage: The Contractor is to furnish CWU with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. The Contractor shall, at its own expense, obtain and keep in force insurance coverage, which shall be maintained in full force and effect during the term of the contract. The Contractor shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to the University within fifteen (15) days of the contract effective date.

**Liability Insurance**

1) Commercial General Liability Insurance: Contractor shall maintain general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than $1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the “each occurrence” limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the “each occurrence” limit. CGL insurance shall be written on ISO occurrence from CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition. Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

2) Business Auto Policy: As applicable, the Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than $1,000,000 each accident. Such insurance shall cover liability arising out of “Any Auto.” Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.

**Employers Liability (“Stop Gap”) Insurance**

In addition, the Contractor shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease.

**Additional Provisions**

Above insurance policy shall include the following provisions:
Additional Insured. The State of Washington, Central Washington University, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided
in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.

Cancellation. State of Washington, Central Washington University, shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

Identification. Policy must reference the contract number and the agency name.

Insurance Carrier Rating. All insurance and bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best’s Reports. Any exception shall be reviewed and approved by Central Washington University, or the Risk Manager for the State of Washington, before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with chapter 48.15 RCW and 284-15 WAC.

Excess Coverage. By requiring insurance herein, the State does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor’s liability under the indemnities and reimbursements granted to the State in this contract.

Worker’s Compensation Coverage

The Contractor will at all times comply with all applicable workers’ compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The State will not be held responsive in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.
SECTION #4: SCOPE OF WORK

Central Washington University (CWU, the University) is requesting proposals for Student Union & Recreation Center Glass & Storefront System Cleaning.

SUMMARY:

- Refer to Drawing pages for glass & storefront system location reference (note: color prints and/or color computer monitor required to view drawings).

- The scope of work for this contract includes the following:
  1. Four times a year, clean all sides of the sloped storefront system and glass covered entry at the west entrance to the Student Union, see drawing(s) “F” & “G” sheet WCP-03.
  2. Twice a year, clean all of the glass and storefront systems as indicated by attached drawings. All glass and storefront systems are to be cleaned inside the building and outside the building per drawings and specifications.

- Refer to Drawing pages for glass and storefront systems location. Note: color prints and/or color computer monitor required to view drawings).
SECTION #5 REQUIRED RESPONSES

NOTE: All respondents must provide the required information requested in this section. Information must be presented in a clear, concise and complete format. Responses should be formatted to correspond numerically to the items listed. Respondents should have their company name on each page. Please also include any information that has not been addressed in the questions that may be pertinent to this project.

FAILURE TO RESPOND TO THESE REQUIREMENTS WILL BE DEEMED A MATERIAL IRREGULARITY AND WILL BE REASON FOR REJECTION OF THE PROPOSAL.

Respondent must reply to each of the following questions in the order presented:

5.1 **Company Profile: (5 points)**
Describe the proposing organization including size, areas of specialization and expertise, client base and any other pertinent information in such a manner that the evaluation committee may reasonably formulate a determination about the stability and strengths of the proposing organization.

5.2 **Company Personnel: (5 points)**
State the name, the title or position, and telephone number of the individuals who would have primary responsibility for the project resulting from this RFP. Disclose who within the firm will have prime responsibility and final authority for the work under this contract. Attach a current resume for each individual.

5.3 **Experience: (25 points)**
Indicate the experience the respondent has in the areas identified in the scope of work. Describe any additional experience that would substantiate and enhance the qualifications of the respondent in regard to the performance of a contract resulting from this solicitation.

5.4 **Project/Equipment/Installation: (25 Points)**
Describe the methods and processes that you would use to complete the tasks and objectives outlined in Section 4.

5.5 **References: (15 points)**
Provide a list of at least five (5) contracts of a size and scope similar to the work described herein that respondent has performed during the last three years. Include a
brief description of the project, the contract period, the name of contact person(s) directly involved in the project along with an e-mail address, phone and fax numbers. Note: Higher Education contracts/references are preferable and may be scored higher for this section.

5.6 **Timeline: (5 points)**
Provide a performance timeline based on the information presented in the Scope of Work that includes all segments of your proposed work.

5.7 **Cost: (20 points)**
Identify all costs to be charged for design, equipment, installation and performing all the tasks necessary to accomplish the objectives of the contract as stated herein. The respondent is to submit a fully detailed budget including estimated staff hours and costs and any non-labor expenses, such as travel and incidentals, necessary to accomplish the tasks and complete the contract. Any contract awarded as a result of this solicitation will be all-cost inclusive; no additional monies will be paid for items excluded from the proposal.
SECTION #6: AWARD/EVALUATION CRITERIA

6.1 Selection Criteria: The following criteria will be used to evaluate the proposals received:

6.1.1 Demonstrated understanding of issues related to consulting for institutions of higher education.

6.1.2 The experience and level of commitment of the firm and/or proposed key individual(s).

6.1.3 Accessibility of key individual(s).

6.1.4 Responsiveness of the written proposal to the purpose and scope of service.

6.1.5 Ability and history of successfully completing contracts of this type, meeting project deadlines and experience in similar work.

6.1.6 All costs, fees, and other expenses associated with the project.

6.1.7 Any other relevant factors.

6.2 Lowest Responsive Bidder: In determining the “lowest responsive bidder” as per RCW 43.19.1911, the following items shall also be given consideration:

6.2.1 The quality of the articles proposed to be supplied, their conformity with specifications, the purposes for which required and the times of delivery.

6.2.2 The ability, capacity, and skill of the bidder to perform the contract or provide the service required;

6.2.3 The character, integrity, reputations, judgment, experience, and efficiency of the bidder;

6.2.4 Whether the bidder can perform the contract within the timeframe specified;

6.2.5 The quality of performance on previous contracts or services;

6.2.6 The previous and existing compliance by the bidder with laws relating to the contract or services;

6.2.7 Such other information as may be secured having a bearing on the decision to award the contract such as life cycle costing.
**6.3 Scoring Responses:** Responses will be scored on a point basis with a total of 100 points possible. Cost will be scored using a ‘declining percentage based on low cost’ method: Low cost will receive 20 points; costs other than low will receive the number of points equal to the percentage relationship to low.
CENTRAL WASHINGTON UNIVERSITY

Student Union & Recreation Center
Glass & Storefront System Cleaning

REQUEST FOR PROPOSAL 15-010

APPENDIX  A

FORM OF CONTRACT
INSTRUCTIONS: 1. Must be executed before contractor’s services are allowed to commence. 2. To be prepared by the CWU department requesting services. 3. This form is used for all personal services over $50.00 and for purchased services over $500.00 and must be approved by the Director of Business Services and Contracts at least one month prior to the effective date. 4. Obtain signature of contractor on two originals. Leave CWU signature blank. 5. Return both originals with an accompanying requisition to the Director of Business Services and Contracts for processing.

**** The following must be completed before the agreement can be finalized:
Is the Contractor or the beneficiary of the payment a U.S. Citizen or U.S. Permanent Resident Alien?  

___ YES  

___ NO

If NO, please contact a Nonresident Alien Tax Specialist in the CWU Payroll Office (509)963-2221****

This AGREEMENT, made and entered into this the day of xxxx, xxx Ellensburg, County of Kittitas, State of Washington, by and between the State of Washington, Central Washington University, hereinafter referred to as the University, and

hereinafter referred to as the Contractor, in the manner following:

WITNESSETH:
1. The Contractor agrees to furnish the University materials and services described as follows:
2. Services to commence:  . Services to be completed:

In consideration of receipt of services described, the University agrees to pay, only after said materials and/or services have been received, and within thirty days of receipt of a properly-detailed and itemized invoice signed by the Contractor.

4. All of the Contractor’s travel and per diem expenses shall be the Contractor’s sole responsibility. Payment to the Contractor by the University shall not include an additional amount for this purpose. The Contractor hereby agrees that personal travel and per diem expenses (if any) are included in the total compensation as described in Article 3.

5. The Contract Administrator for the University shall be:

6. The Contractor agrees to indemnify, defend and save harmless the State of Washington, the University, its Board of Trustees, officers, agents and employees from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract. The Contractor shall provide necessary worker's compensation insurance at Contractor's own cost and expense.

7. The parties agree that the Contractor, and any agents and employees of the Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the University or the State of Washington.

8. The University may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform as required by this agreement. In the event of such termination the University may proceed with the work in any manner deemed proper by the University. The cost to the University shall be deducted from any sum due the Contractor under this agreement.

9. This agreement is not assignable by the Contractor either in whole or in part.

10. The University may be required to withhold federal, state and/or local tax from some or all payments made in
connection with this agreement. The University will abide by all tax withholding and reporting requirements as required by law irrespective of any provisions included in this agreement.

11. Time is of the essence of each and all of the provisions of this agreement and shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties.

12. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties shall be binding on any of the parties.

13. The University may require, and request in writing, that the Contractor provide the University with a certificate, binder, or policy of liability insurance acceptable to the University in an amount(s) to be specified by the University. Should the University require such liability insurance to be provided, the Contractor agrees to provide same prior to commencing performance of this contract. Copies of the University's written request and the insurance documents provided by the Contractor shall be attached hereto and made a part hereof.

14. Both parties agree that in fulfilling the terms and conditions of this agreement that neither shall discriminate on the basis of race, creed, color, national origin, age, sex, marital status, or the presence of a physical, sensory, or mental handicap.

15. All obligations of the parties under the terms of this agreement as of the date of termination shall survive such termination.

16. Should any term or condition of this agreement or application thereof to any person or circumstance be held invalid, such invalidity shall not affect other terms, conditions, or applications of the agreement which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this agreement are declared severable.

17. No delay or failure of either party in exercising any right hereunder, and no partial or single exercise thereof, shall be deemed to constitute a waiver of such right or any other right hereunder.

18. This agreement shall be construed and enforced in accordance with, and shall be governed by, the laws of the State of Washington. In the event of commencement of suit, venue may be laid in Kittitas County, State of Washington, the principal place of business of Central Washington University.

19. The parties acknowledge that they have read and understand this agreement including any supplements or attachments thereto, and do agree thereto in every particular. The parties further agree that this agreement constitutes the entire agreement between all parties and supersedes all communications written or oral heretofore related to the subject matter of this agreement.

This AGREEMENT has been executed by and on behalf of the parties hereto the day and year first above written.

Central Washington University

(Name, Title)

Date

Contractor Signatory Authority

(Name, Title)

Date

Approved as to form only, by Kim Loranz, Assistant Attorney General, November 5, 2006.
Distribution by Business Office: Original, Business Services and Contracts; Original, Contractor; Copy, Department. CWU-BSC001 (REV 10/06)
CENTRAL WASHINGTON UNIVERSITY

Student Union & Recreation Center
Glass & Storefront System Cleaning

REQUEST FOR PROPOSAL 15-010

APPENDIX B

TERMS AND CONDITIONS OF ANY SUBSEQUENT AGREEMENT WITH OTHER WASHINGTON INSTITUTIONS OF PUBLIC HIGHER EDUCATION (WIPHE) COOPERATIVE MEMBERS
Appendix B: Terms and Conditions Specific to Washington Institutions of Public Higher Education Cooperative Purchasing

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

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

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

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

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

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

   A. The terms and conditions contained in their entirety in any contract which results through the Lead Institution’s solicitation may not be altered except as provided herein, or, unless approved in writing by the Lead Agency’s Purchasing Manager.

   B. WIPHE Institutions may at their sole option, individually negotiate only operational provisions specific to the needs of their Institution. These would include agreed arrangements for such operational provisions as delivery, installation, service, and invoicing processes. Such negotiated changes shall not be binding on any other Institution. These changes may, however, bind the bidder to providing similar arrangements to the other Institutions pursuant to any Best Customer provisions of a contract.

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

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

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

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

All questions regarding this bid must be directed to Central Washington University as the Lead Institution. All information relating to this solicitation will be retained by Central Washington University as the official public record.

6. **WIPHE Cooperative Members**:

**Four Year Institutions:**
- Central Washington University, Ellensburg
- Eastern Washington University, Cheney
- The Evergreen State College, Olympia

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

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

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

Student Union & Recreation Center
Glass & Storefront System Cleaning

REQUEST FOR PROPOSAL 15-010

APPENDIX C

PROTEST PROCEDURE
Debriefing and Protest Procedures

1.0 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Any Consultant who has submitted a proposal and been notified that they were not selected for contract award may request a debriefing. The request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the Unsuccessful Consultant Notification is e-mailed or faxed to the Consultant. Debriefing requests must be received by the RFP Coordinator no later than 5:00 PM, local time, in Ellensburg, Washington on the third business day following the transmittal of the Unsuccessful Consultant Notification. The debriefing must be held within three (3) business days of the request.

Discussion at the debriefing conference will be limited to the following:

• Evaluation and scoring of the firm’s proposal;
• Critique of the proposal based on the evaluation;
• Review of proposer’s final score in comparison with other final scores without identifying the other firms.

Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

2.0 PROTEST PROCEDURE

Protests may be made only by Consultants who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Consultant is allowed three (3) business days to file a protest of the acquisition with the RFP Coordinator. Protests must be received by the RFP Coordinator no later than 5:00 PM, local time, in Ellensburg, Washington on the third business day following the debriefing. Protests submitted electronically with a scanned signature must then be followed by the hard copy of the protest with an original signature. The hard copy of the protest with an original signature is due within five business days of the date the protest was submitted electronically.

Protests may not be transmitted using facsimile transmission.

• Mailing address is: Purchasing Office, Central Washington University, 2nd Floor Mitchell Hall, 400 E. University Way, M/S 7480, Ellensburg, Washington, 98926-7480.

• Hand delivery address is: Central Washington University, Purchasing Office, Mitchell Hall, 2nd Floor, 400 East University Way, Ellensburg, WA 98926-7480.

Consultants protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Consultants under this procurement.

All protests must be in writing, addressed to the RFP Coordinator, and signed by the protesting party or an authorized Agent. The protest must state the RFP number, the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included.

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 University 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) University’s assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by the University. The University’s Business Services and Contracts 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 Consultant that also submitted a proposal, such Consultant will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall:

• Find the protest lacking in merit and uphold the University’s action; or

• Find only technical or harmless errors in the University’s acquisition process and determine the University to be in substantial compliance and reject the protest; or

• Find merit in the protest and provide the University 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.

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

Student Union & Recreation Center
Glass & Storefront System Cleaning

REQUEST FOR PROPOSAL 15-010

APPENDIX D

IN-STATE PREFERENCE/RECIPROCITY

Pursuant to RCW 43.19.704 and WAC 236-48-085, the Department of General Administration Office of State Procurement has established lists of states, which grant a preference to their in-state businesses and the appropriate percentage increase applicable against firms submitting bids from these states for goods and services. Bids in excess of $43,900 only are subject to the instate preference reciprocity provisions of RCW 43.19.700.

For purpose of evaluating bid prices, the buyer is to add an amount equal to the appropriate percentage to each bid submitted from that state.

See Link below for preferences & conditions listed by state: http://www.des.wa.gov/services/ContractingPurchasing/Pages/ReciprocalPreference.aspx#WA

Document will be provided by mail upon receipt of a request faxed to: (509) 963-2871.