REQUEST FOR PROPOSAL
15-007

TRADEMARK LICENSING AGENCY SERVICES

ISSUE DATE: AUGUST 4, 2015
LETTER-OF-INTENT-TO-RESPOND DUE: AUGUST 13, 2015, 3:00 PM
QUESTIONS DUE: AUGUST 13, 2015, 3:00 PM
PROPOSALS DUE: AUGUST 28, 2015, 3:00 PM

Return Proposals To:
Central Washington University
Procurement Office-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 Procurement: http://www.cwu.edu/contracts/current-bid-opportunities

State of Washington’s WEBS:
http://des.wa.gov/services/ContractingPurchasing/Business/Pages/WEBSRegistration.aspx
OFFEROR’S RFP CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to an RFP for Central Washington University

1. _______ **Read the entire document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; contract requirements (i.e., contract performance, insurance requirements, performance and/or reporting requirements, etc.).

2. _______ **Note the procedures for communication with the University during the RFP process.** All communication during the RFP process must be in writing. Offerors should not contact University personnel outside of the opportunity provided in the document.

3. _______ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the University of any ambiguities, inconsistencies, or errors in the RFP.

4. _______ **Take advantage of the “question and answer” period.** Submit your questions to the Buyer by the due date listed in the “Applicable Dates” sections and view the answers given in the formal “addenda” issued for the RFP. All addenda issued for an RFP are posted on the University’s website and will include all questions asked and answered concerning the RFP.

5. _______ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.

6. _______ **Provide complete answers/descriptions.** Read and answer all questions and requirements. Don’t assume the University or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the University. The proposals are evaluated based solely on the information and materials provided in your response.

7. _______ **Use the forms provided,** e.g., bidders submittal page, reference forms, attachment forms, etc.

8. _______ **Before submitting your response,** check the University’s website at: [http://www.cwu.edu/contracts/current-bid-opportunities](http://www.cwu.edu/contracts/current-bid-opportunities) to see whether any addenda were issued for the RFP.

9. _______ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.

10. _______ **Submit your response on time.** Note all the dates and times listed in the Applicable dates section and be sure to submit all required items on time. Late proposal responses are never accepted.

*This checklist is provided for assistance only and should not be submitted with Offeror’s Response.*
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SECTION #1 RESPONSE SUBMITTAL SHEET

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

1.1 Bidder is a company in good standing for the products/services offered. ____________ (Initial)

1.2 A Letter-of-Intent-to-Respond has been submitted on or before 3:00 p.m. on the date indicated in Section 3.1 Applicable Dates, as required in order to qualify for participation. ______________ (Initial)

1.3 Bidder has responded to all items in Section #7 “Required Responses.” ____________ (Initial)

1.4 Bidders 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. Bidder agrees to provide this information upon request of the University. ______________ (Initial)

1.5 In preparing this RFP, bidder has not been assisted by any current or former employee of the state of Washington whose duties relate to this bid 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 RFP. ____________ (Initial)

1.6 In preparing this Request for Proposal, this bidder has not been assisted by any current or former employee of the State of Washington whose duties relate to this Request for Bid and who was assisting in other than his or her official capacity. Nor does such a person or any member of his or her immediate family have any financial interest in the outcome of this Request for Bid. ______________ (Initial)

1.7 Bidder agrees to make purchases available to other WIPHE members per terms and conditions of Attachment B of this solicitation. (Bidders will not be penalized for a ‘no’ answer to this section). (Initial yes or no) Yes_____ No_____

SUBMITTALS:
The following documents must be included in your response:

1. Completed and signed Response Submittal Sheet
2. Section #7: Required Responses
3. One complete copy of the proposal. Note: 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, Procurement Office, Attn: Karol Barker, 400 E University Way; Ellensburg, WA 98926-7480; and to the Contractor as noted below:

Name and Title of Signing Officer **(print)**

Company Name and Address

Telephone Number    Fax Number    E-mail Address

Tax I.D. Number    WA State Business License Number

Signature    Date
SECTION #2: GENERAL INFORMATION

2.1 Purpose of Proposal: Central Washington University (CWU, the University) desires to enter into a long-term contract with a qualified, experienced, financially sound and responsible firm to provide Trademark Licensing Agency Services to protect the University from unauthorized use of its trademarks; to promote the image of the University and thereby increasing the desire of legitimate organizations to enter into product licensing and promotional use agreements resulting in an increased awareness of the University’s trademark rights and increase royalties derived from licensing arrangements.

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 is a publicly assisted university located in Ellensburg, Washington, 100 miles east of Seattle. About 10,300 students are enrolled at CWU, 900 of whom attend one of several satellite campuses. Ninety-two percent of CWU students are Washington residents; half of CWU students transferred from another institution and nearly 30 percent are people of color. About 70 percent of CWU students are from western Washington, with concentrations in King, Pierce, and Snohomish counties.

CWU offers bachelor's and master's degree, and the educational specialist degree. Some signature areas of study at CWU include music, education, accounting and supply chain management, geology, aviation, paramedics, athletics and field archeology. **CWU has the one of the largest colleges of education** in the country, supplying about 20 percent of all educators in Washington state classrooms. CWU has the **premier music program** on the West Coast. Faculty, students, and ensembles are nationally recognized across the department, which is one of the largest on campus. About 40 percent of all music educators in Washington state are CWU alumni.

**Central Washington University’s athletic program** provides a sense of pride and unity for friends, alumni, faculty and students. Competition is held in the following men’s sports: baseball, basketball, cross country, football, rugby, and track & field; and in the following women’s sports: volleyball, basketball, cross country, softball, soccer, rugby, and track & field.

Central Washington University is a member of NCAA Division II and the Great Northwest Athletic Conference. In 2014, CWU became the first public institution in the nation to sponsor both women’s and men’s rugby at the varsity level. Both programs have already been successful on the national stage with the women placing 2nd in the nation in both 15’s and 7’s, and the men placing in the top 4 in both 15’ and 7’s. Wildcat Athletics subscribes to the belief that the focus of intercollegiate athletics should be on the individual student-athlete, with emphasis on the “student.” A major objective is the growth of individuals through participation in the athletic program. Programs are designed for participation in sports where students demonstrate a need and interest. The mission of athletics is to provide co-curricular opportunities for student-athletes to achieve at the highest levels academically and
athletically. The department empowers student-athletes in their development of life skills that will assist them in earning a degree and leading productive lives. Athletics also realizes their role and responsibility to promote school spirit and pride by creating shared experiences that unite the Wildcat Community.

**2.3 Term of Contract:** A contract will be issued for three (3) years, with options to renew for an additional three (3) two-year periods at the agreement of both parties. Contract will not exceed a total of nine (9) years.

**2.4 University Parking:** Visitors to campus should stop at the CWU Welcome Center for directions and parking passes and other information. The Welcome Center is located in Munson Hall, on the corner of Walnut Street and East University Way. The University is not responsible for parking infractions/violations incurred by visitors.

**2.5 Confidentiality:** All information specifically requested in this RFP is subject to Public Disclosure and available after contract execution. Providers may request that specific additional portions of their submittals be considered exempted from disclosure pursuant to RCW 42.56.210; however, the University makes no assurances that such materials will be held in confidence after contract execution if they are not deemed qualified for exemption by the University. Any submittals that are a determining factor in award of a contract will be subject to disclosure.

**2.6 Other Institutions Eligible for Purchase:** This solicitation is being issued by Central Washington University (The Lead Institution) pursuant to the Interlocal Cooperative Act, RCW 39.34. This solicitation offers the bidder an opportunity to make any resulting contract available to members of the Washington Institutions of Public Higher Education (WIPHE). Attachment 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 bid, but potential participants are identified in Attachment B.

**2.7 Washington 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 Department of Licensing’s Internet site: [http://bls.dor.wa.gov/](http://bls.dor.wa.gov/).
SECTION #3: GENERAL INSTRUCTIONS

3.1 Applicable Dates:
Requests for Proposals issued August 4, 2015
Letter-of-Intent-to-Respond due (required) August 13, 2015, 3:00 P.M.
Questions due August 13, 2015, 3:00 P.M.
Responses to Questions issued August 14, 2015
Proposals due August 28, 2015, 3:00 P.M.

The University reserves the right to revise this schedule.

3.2 Availability of Soft Copies: Soft copies of this RFP may be obtained from our Internet site, http://www.cwu.edu/contracts/current-bid-opportunities. Electronic versions of solicitation documents are issued solely for the convenience of the proposing vendors. Any content modification to the official version will be deemed material and cause to reject the response.

3.3 Letter-of-Intent-to-Respond: Vendors wishing to participate in this acquisition process must provide a written Letter-of-Intent-to-Respond. Failure to submit a Letter-of-Intent-to-Respond as required will disqualify vendors from further participation in the bid process. This letter must certify the ability of the vendor to meet the defined requirements and indicate a desire to participate. Also include the name, complete address, phone number, fax number, and e-mail address of a designated individual to whom any correspondence/addendums should be sent.

Vendors are encouraged to FAX letters to the Procurement Office at (509) 963-2871. If mailed, the address is as follows: Central Washington University; Procurement Department-M/S 7480; Attn: Karol Barker; 400 E. University Way; Ellensburg, WA 98926-7480. In either case, please reference the bid number on the cover sheet. Emailed letters will not be accepted. Failure to provide this letter will be considered a material irregularity and deemed reason for rejecting proposals. It is vendors’ responsibility to verify that the Letter-of-Intent-to-Respond has been received by CWU’s Procurement Office.

The Letter-of-Intent-to-Respond must be received by the date and time provided in the schedule found in Section 3.1 of this RFP, 3:00 P.M. local time, Ellensburg, WA 98926.

3.4 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.

3.5 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.

3.6 Cost of Preparation: The University will not pay respondent costs associated with preparing or presenting any response to this request.
3.7 **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 date and time stated in Section 3.1 Applicable Dates. All materials become the property of the University upon receipt in the Procurement Office.

3.8 **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.

3.9 **Proprietary Information**: Any information contained in the RFP 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 only to the extent allowed by Public Disclosure Law.

3.10 **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 Procurement Office at (509) 963-2871, or e-mail them to purchasing_office@cwu.edu. If mailed, the address is as follows: Central Washington University, Procurement Office-M/S 7480, Attn: Karol Barker, 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.*

3.11 **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.

3.12 **Submitting Responses**: Respondents must submit their responses to the Central Washington University Procurement 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 Procurement 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 Procurement 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 Procurement Office.
If delivery is by email (preferred), send to:
barkerk@cwu.edu

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

If delivery is by mail, the address is:
Central Washington University
Procurement Office, M/S 7480
400 E. University Way
Ellensburg WA 98926-7480

If hand-delivered, the physical location is:
Central Washington University
Procurement Office
Mitchell Hall, 2nd Floor
Ellensburg WA 98926-7480

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

3.14 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.

3.15 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.

3.16 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 none’ 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.

3.17 Minority and Women’s Business Enterprises:
The following voluntary numerical MWBE participation goals have been established for this bid:

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 shall 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.

3.18 Renegotiation of Fees: Rates must be guaranteed for the initial three (3) year period, but will be subject to renegotiation at each two-year extension period, or portions thereof, upon terms mutually agreeable to the University and the successful Vendor/Vendors.

3.19 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 per 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.

4. 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.

5. 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: GENERAL

4.1 Licensing History: The Central Washington University Athletics Department has an established family of marks (Logos). It is the desire of the department to leverage the use of these marks in the collegiate licensed apparel marketplace. The University’s licensing gross royalties are listed below for the past six years. We believe there is room for growth in this area.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Gross Royalties</th>
</tr>
</thead>
<tbody>
<tr>
<td>2009-2010</td>
<td>$83,911</td>
</tr>
<tr>
<td>2010-2011</td>
<td>110,628</td>
</tr>
<tr>
<td>2011-2012</td>
<td>78,961</td>
</tr>
<tr>
<td>2012-2013</td>
<td>83,453</td>
</tr>
<tr>
<td>2013-2014</td>
<td>89,448</td>
</tr>
<tr>
<td>2014-2015</td>
<td>78,273</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>$524,674</strong></td>
</tr>
</tbody>
</table>

The CWU Department of Public Affairs manages the University’s brand, including licensing efforts. The development of new marks, an aggressive marketing plan, and the popularity of programs such as athletics, music, education, and theatre provide new opportunities to enhance the purchase of CWU merchandise and the use of the CWU brand. These opportunities exist in all areas of licensing management including “cleaning up” the existing marketplace and account records, aggressively establishing and promoting new licensing avenues, and performing audits of licensees records and facilities.

The University is unable to undertake this project with in-house resources. Furthermore, we anticipate there will be significant advantages to having the process facilitated by outside experts who possess experience, an established business network, and visibility in the collegiate licensing industry.
SECTION #5: AGENCY QUALIFICATIONS

The selected Agency must:

- Possess experience, an established business network, and visibility in the licensing industry.

- Provide special programs and promotion strategies to increase royalties through increased placement and sale of merchandise within a regional market.

- Assign one representative to be the point person who follows through and assures responses for individual university concerns.

- Attend and provide representation at the major conferences and shows concerning collegiate licensing.

- Coordinate identification of unlicensed merchandise in University market areas.

- Conduct audits of licensees’ records and facilities. Audits should include licensees in the university local market

- Monitor and report on licensees’ access to a recognizable label for identifying officially licensed collegiate merchandise.

- Provide timely detailed reports and analyses of quarterly royalties
SECTION #6: SCOPE OF WORK

6.1 University Relations/Account Management

6.1.1 Contractor shall assign one qualified representative to serve as the lead contact for the University. Contractor's representative shall be familiar with the University's market. The Contractor's representative shall be responsible for all follow through and for assuring responses to University concerns. Contractor's representative may be asked to assist the University in setting a strategic direction for the program.

6.2 Licensing Administration

6.2.1 Provide the necessary support and work with the University’s Collegiate Licensing Office and the Office of the University General Counsel in ensuring that all license agreements issued on behalf of the University are in compliance with the University’s policies and the laws of the State of Washington.

6.2.2 Inspect and verify the quality, safety, and suitability of any product to carry the University's indicia.

6.2.3 Provide product testing and other standards to minimize the liability of the University's licensed products.

6.2.4 Submit samples of any licensed item to the University at no cost to the University as a part of the licensing process. Contractor shall maintain samples at its location as a part of the licensing process. Any sample that a licensee does not request be returned shall become the property of the University and the Contractor shall forward all samples to the University at the University’s expense via the most economical method.

6.2.5 Develop and distribute camera-ready and/or digital artwork to licensees.

6.2.6 Provide monthly e-mail files of licensee names; their aliases (dba, aka, etc.); licensing contacts, addresses, telephone numbers, fax numbers; and a list of the products each licensee is authorized to produce to the University’s Collegiate Licensing Office.

6.2.7 Provide a sample of the standard licensing agreement for University clients. Point out the areas of conflict between the RFP language and the agency’s agreement, if any.

6.2.8 Provide a sample of the standard licensing agreement for licensees. Describe the process for approving new licensees.

6.3 Royalty Reporting/Administration

6.3.1 Provide tracking of royalties by licensee and product category, and provide comprehensive reports to the University on royalties collected.

6.3.2 Provide checks and audit trails of the allocation of University royalties received from licensees.
6.3.3 Provide timely detailed reports and analyses of quarterly and annual royalties.

6.3.4 Establish an interest-bearing client trust account on behalf of the University into which the University’s share of royalty revenues are deposited on a quarterly basis. Funds should be deposited no later than THIRTY (30) days’ after the close of each calendar quarter.

6.4 Contract Compliance, Trademark Protection and Enforcement Program

6.4.1 Conduct audits of licensees on behalf of the University.

6.4.2 Provide the proposed number of licensees for the University who will be audited during the first year of this contract. This number will be the minimum number of licensees to be audited each year under the contract. Contractor must provide an annual plan listing the name and number of licensees to be audited for approval of the University at least THIRTY (30) days’ prior to the new contract year.

6.4.3 Provide trademark protection and enforcement programs in each of the following areas:
   a) Local, regional, and national network of resources to:
      1. Identify infringement in traditional and non-traditional retail segments, and
      2. Quickly and aggressively respond with appropriate remedies.
   
   b) Game-day and post-season enforcement programs.
   
   c) Enforcement of trademarks on the Internet.

6.4.4 Provide cease and desist and contract compliance program, including process, data-collection, and staffing.

6.4.5 Provide contract compliance program, including methods of collecting contract compliance data, staffing assigned to resolving these issues, and track record of royalty collection from these issues.

6.4.6 Enforcement
   a) Conduct marketplace enforcement activities.
   
   b) Provide marketplace enforcement visits to include a plan for any such enforcement visits (including game-day visits) for the University during the first year of the contract. The number of such visits will form the minimum number required for subsequent contract years. An annual plan for such visits must be submitted to the University for approval at least thirty (30) days’ prior to the new contract year.

6.4.7 Have available qualified licensing and intellectual property staff.
6.5 Industry Trade Shows

Contractor shall attend licensing industry trade shows on an annual basis on behalf of the University. Contractor shall also provide an annual plan of trade shows at which the Contractor will have a physical presence to the University at least THIRTY (30) days’ prior to the start of each contract term.

6.6 Educational Programs

6.6.1 Conduct collegiate educational conferences to University personnel to address trademark-licensing issues. Provide a list of topics to be covered at these event(s) on an annual basis.

6.6.2 Contractor shall have involvement in other educational programs specific to the collegiate licensing, legal, and marketing arenas.
SECTION #7: 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:

7.1 Business Profile: (20 points possible)

7.1.1 Name, address, phone number, facsimile number and e-mail address of your company.

7.1.2 Name of the individual designated as the principal contact and authority to bind the bidder to a contract.

7.1.3 Length of time in business, brief historical sketch of the firm and the number of employees.

7.1.4 Provide a sample of the standard licensing agreement for university clients. Point out areas of conflict between the RFP language and the Agency’s Agreement.

7.1.5 Provide a sample of the standard licensing agreement for licensees. Describe the process for approving new licensees.

7.1.6 Provide a sample report of licensees and their aliases.

7.1.7 Provide a sample quarterly royalty report furnished to client institutions, with analysis.

7.2 Experience and Qualifications: (50 points possible)

7.2.1 Provide a list of all institutions represented by the Agency.

7.2.2 Provide a list of several institutions that have left the Agency recently and the reasons why.

7.2.3 Provide information about how the Agency can increase the University’s visibility in the state of Washington, the Pacific Northwest and national marketplace.

7.2.4 Provide detail information on the background, experience, and references for individual professional employees proposed to service the account.

7.2.5 Describe any presence the Agency has at the major conferences and trade shows concerning collegiate licensing.
7.3 Fees: (30 points possible)

7.3.1 Provide the fee, as a percentage of gross sales, for services for the term on the contract.

7.3.2 Include a list of fees charged to university clients for services not covered in the above fee.

7.4 Client Services: (20 points possible)

7.4.1 Explain the Agency’s commitment to providing human resources in the University’s primary market areas to check for infringement activities; for example the number of visits to Ellensburg and the state of Washington per year.

7.4.2 Explain how licensee audits will be conducted and how often.

7.4.3 Provide information about the availability of camera ready artwork to licensees and its cost, if any.

7.4.4 Describe the Agency’s artwork approval procedures.

7.4.5 Provide information about how licensees obtain collegiate licensed product labels and the cost, if any.

7.4.6 Provide information about other client services that may be available to the University.

7.5 References: (30 points possible)

Each proposer should submit a list of three (3) references from educational institutions with which the proposer is currently providing services to in the Pacific Northwest. The references should be for similar size institutions to the University, with comparable royalty revenues, and address the criteria stated in 2.1 Purpose of Proposal. The University reserves the right to contact institutions not listed on the reference sheet, but who may have knowledge pertaining to the proposed vendor.

1. Name of Business: _______________ City and State of Business: _______________
   Contact: ________________________ Telephone: ________________________
   Describe service provided, and length of contract:
   
   ______________________________________________________________
   ______________________________________________________________
   ______________________________________________________________
2. Name of Business: ______________ City and State of Business: ______________
   Contact: _____________________ Telephone: _________________________
   
   Describe service provided, and length of contract:
   ____________________________________________________________________
   ____________________________________________________________________
   ____________________________________________________________________

3. Name of Business: ______________ City and State of Business: ______________
   Contact: _____________________ Telephone: _________________________
   
   Describe service provided, and length of contract:
   ____________________________________________________________________
   ____________________________________________________________________
   ____________________________________________________________________
SECTION #8: AWARD CRITERIA

8.1 Award Criteria:  
A contract shall be awarded to the most responsible and responsive bidder based upon, but not limited to, the following criteria where applicable and only that which can be reasonably determined as evidenced by required RFP responses:

- The price and the effect of term discounts (not less than thirty calendar days after receipt of goods or correct invoice), whichever is later.
- Local sales and use tax.
- Servicing resources, capability and capacity.
- Uniformity or interchangeability, & upgradeability of parts and accessories.
- Warranty.

In determining the “lowest responsible bidder” as per RCW 43.19.1911, the following items shall also be given consideration:

- The quality of the articles proposed to be supplied, their conformity with specifications, the purposes for which required and the times of delivery.
- The ability, capacity, and skill of the bidder to perform the contract or provide the service required;
- The character, integrity, reputations, judgment, experience, and efficiency of the bidder;
- Whether the bidder can perform the contract within the timeframe specified;
- The quality of performance on previous contracts or services;
- The previous and existing compliance by the bidder with laws relating to the contract or services;
- Such other information as may be secured having a bearing on the decision to award the contract such as life cycle costing.

8.2 Scoring Responses: Responses will be scored on a point basis with a total of 150 points possible.
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 xxxx day of xxxx, 2010 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:

3. 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                              Contractor Signatory Authority

(Name, Title)                                               (Name, Title)

Date                                                      Date

CONTINUED ON _____ SHEETS, (EACH BEARING NAME OF CONTRACTOR)

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
TRADEMARK LICENSING AGENCY SERVICES
REQUEST FOR PROPOSAL 15-007

ATTACHMENT B

TERMS AND CONDITIONS OF ANY SUBSEQUENT AGREEMENT WITH OTHER WASHINGTON INSTITUTIONS OF PUBLIC HIGHER EDUCATION (WIPHE) COOPERATIVE MEMBERS
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
   - University of Washington, Seattle
   - Washington State University, Pullman
   - Western Washington University, Bellingham

   **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
   - 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
ATTACHMENT C

PROTEST PROCEDURE
OFM 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.
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:

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