



Request for Proposal

Photography and Videography Services

Central Washington University

Ellensburg, WA

Reference Bid: RFP# 23-001

Issue Date: August 15, 2022

Letter of Intent-to-Respond: August 25, 2022, 3:00 PM (PST) (Mandatory)

Questions Due: August 25, 2022, 3:00 PM (PST)

Proposals Due: September 12, 2022, 3:00 PM (PST)

Return Proposals To:

**Central Washington University
Purchasing Office - Mail Stop 7480
2nd Floor Mitchell Hall
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>

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BIDDER'S RFP CHECKLIST

The 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. Respondents 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 the evaluation committee will know what your company’s 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. _____ **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.
9. _____ **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 Bidder’s Response

SECTION #1: BIDDERS SUBMITTAL PAGE

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 in ink and must be that of an individual authorized to act in such capacity for the firm represented.)

- Respondent is a company in good standing for the services offered _____.(Initial)
- Respondent has responded to all items in #5 “Required Responses of all Bidders” _____(Initial)
- The response to this RFP has been prepared independently, without consultation, communication or agreement with others for the purpose of restricting competition. _____(Initial)
- 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 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)
- 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)
- Respondent agrees that any resulting contract will be subject to the terms and conditions of this solicitation. _____(Initial)
- Respondent has responded to “Appendix D: Vendor Diversity Plan”. _____.(Initial)
- Respondent agrees to make purchases available to other WIPHE members per terms and conditions of Appendix B of this solicitation. (Initial yes or no) Y__N__

Any official correspondence related to this Request For Proposal solicitation shall be directed to the owner, Central Washington University, Purchasing Office, Attn: Sharon Cowdery, 400 E University Way; MS 7480; Ellensburg, WA 98926-7480; and to the respondent as noted below:

Bidder, within the three-year period immediately preceding the date of this bid solicitation, has not been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW relating to the payment of wages. I certify under penalty of perjury under the

laws of the State of Washington that the foregoing is true and correct.

Name of Signing Officer

Title

Company Name

Company Address

Telephone

Fax Number

Email

Tax ID Number

Signature

Date

SECTION #2: GENERAL INFORMATION

2.1 Purpose of Proposal:

Central Washington University seeks to contract with multiple qualified vendors for on-going, as-needed, photography and videography services. CWU does not guarantee a specific amount of photography assignments under this RFP. The purpose of this competitive procurement process is to assist the University in establishing a roster of highly qualified photographers and videographers who will best meet the University's needs.

Stated within this RFP are instructions for submitting proposals, scope of work and specifications, and criteria by which vendors will be selected, and the contractual terms by which the University proposes to govern the relationship with selected vendors. The RFP provides vendors a means to present their qualifications and abilities for an objective review.

2.2 Background: Central Washington University (CWU) is a publicly assisted university located in Ellensburg, Washington, 100 miles east of Seattle. The governing board of the university is appointed by the governor. About 11,000 full-time equivalent students attend the university, 1700 of whom attend one of six satellite campuses located in, Des Moines, Lynnwood, Lakewood, Moses Lake, Wenatchee, and Yakima; and two Instructional Sites located in Sammamish, and at the Joint Base Lewis-McChord. CWU has approximately 1,400 faculty and staff located at the various facilities. Further information about the university may be found at the following web site: www.cwu.edu. Ninety-five percent of CWU students are Washington residents.

About 80 percent of CWU students are from western Washington, with concentrations in King, Pierce, Snohomish, and Yakima counties. About 30 percent of students are people of color. Sixty-five percent of graduates transferred to CWU from another institution.

The university colleges, departments, and development divisions work with advisory boards that include membership of business leaders from throughout the state.

CWU is a master's degree-granting university. Some signature areas of study at CWU include music, information technology and administrative management, education, supply chain management, geology, aviation, and paramedics.

Central Washington University is supported by the Central Washington University Foundation, a separate 501c3 non-profit organization. Vendors wishing to inquire about philanthropic opportunities may contact the CWU Foundation at 509-963-2160 or visit their website at: www.cwu.edu/foundation. The successful bidder will be invited to work with CWU's senior management to assist in identifying potential charitable funding sources for programs and activities, such as named gift opportunities, student internships, scholarships, and equipment donations.

2.3 Term of Contract: The initial contractual period of performance with each vendor will be for one (1) year. The University reserves the right to extend the period of performance further on a year to year basis at the agreement of both parties. Total length of the contract, including extensions, will not exceed 7 years.

Individual statements of work will be negotiated with the successful vendor(s) for each assignment. If multiple vendors are awarded contracts and the cost of an assignment to the University is over the State of

Washington's informal bid threshold (currently \$10,000), a Request for Qualifications and Quotations (RFQQ) process will be conducted to select the vendor for the assignment. The University reserves the right to award multiple contracts and to conduct additional RFP processes as needed to add vendors to the roster.

2.4 Evaluation Process: The University will award a contract based on price and the responses of the vendors required in Section #5: Required Responses. Vendors under consideration may be invited to interview. All costs associated with interviews will be the responsibility of the vendor. Points earned during evaluation of bid submittals may be adjusted following the interviews.

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). 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 bid, but potential participants are identified in Appendix B.

2.7 University Parking: Enclosed for your information is a University map. Visitors to campus should stop at the CWU Conference Services desk in Munson Hall for directions and parking information. CWU is not responsible for parking infractions/violations incurred by visitors. www.cwu.edu/facility/campus-map.

2.8 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: <https://bls.dor.wa.gov>.

2.9 Minority and Women's Business Enterprises:

The following voluntary numerical Diverse Business Inclusion goals have been established for the project as:

Minority Business Enterprises (MBE's): 10%
Woman's Business Enterprises (WBE's) 6%.
Washington Small Business 5% & Veterans 5%

Achievement of the goals is encouraged. However, no minimum level of Diverse Business participation shall be required as a condition of vendor selection. Proposals will not be rejected or considered non-responsive if they do not include diverse Business participation, **but plan for Diverse Business Inclusion is required (see Appendix D)**. Vendors may contact the following resources to obtain information on certified and registered diverse business:

- The Office of Minority and Women's Business Enterprises: 866.208.1064 or

- www.omwbe.wa.gov,
- For small business information: <https://des.wa.gov/services/contracting-purchasing/doing-business-state/bid-opportunities/business-diversity> or 360-407-8010.
 - The Department of Veterans' Affairs: 1-800-562-2308 or www.dva.wa.gov.

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SECTION #3: GENERAL INSTRUCTIONS TO ALL BIDDERS

3.1 Applicable Dates:

Requests for Proposals issued	August 15, 2022
Letter of Intent-to-Respond	August 25, 2022, 3:00 PM (PST)
Questions due	August 25, 2022, 3:00 PM (PST)
Proposals due	September 12, 2022, 3:00 PM (PST)

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 **email** letters to sharon.cowdery@cwu.edu. Faxed letters will be accepted at (509) 963-2871. If mailed, the address is as follows: Central Washington University; Procurement Department-M/S 7480; Attn: Sharon Cowdery; 400 E. University Way; Ellensburg, WA 98926-7480. In either case, please reference the bid number on the cover sheet. Failure to provide this letter will be considered a material irregularity and deemed reason for rejecting proposals. **It is the 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: Responses must be prepared on University forms where provided and standard 8.5" x 11" paper for additional submittals. The response should be stapled or bound. Tabs to separate and identify portions of your response are encouraged. The respondent's name must appear on each page. Responses to the 'Requirements of Proposals' must be formatted to correspond numerically to the requirements listed in Section #5.

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: One complete response must be submitted prior to the time and date stated in Section #3.1 (Applicable Dates). All materials become the property of the University upon receipt in the Contracts and Procurement Department.

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 most advantageous proposal 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. Questions must be submitted by the date indicated in Section #3.1. Respondents are encouraged to either email or fax questions to the Purchasing Office at (509) 963-2871, or e-mail them to sharon.cowdery@cwu.edu. If mailed, the address is as follows: Central Washington University, Purchasing Office, Attn: Sharon Cowdery, 400 E University Way, M/S 7480, 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. The University will provide a copy of all respondents' questions and corresponding University responses to all those holding specifications. **VERBAL REQUESTS FOR INFORMATION OR CLARIFICATION WILL NOT BE HONORED.**

3.12 Submitting Responses: Respondents must submit their responses to the Central Washington University Purchasing Office by Email, mail or hand-delivery (not by Fax). **Emailed responses must use University forms where provided and should be formatted for 8.5 x 11 paper, signed, and saved and submitted as PDF documents.**

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:

Sharon.Cowdery@cwu.edu

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

3.13 Late Responses: Any response received after the date and hour specified in Section #3.1 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 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 reduction in administrative costs as well as unit proposal prices.

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

3.18 Insurance: Contractor will procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, or the Contractor's agents, representatives, employees or subcontractors.

A. Minimum Scope and Limit of Insurance: Coverage will be at least as broad as:

1. Commercial General Liability (CGL) will be on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit will apply separately to this project/location or the general aggregate limit will be twice the required occurrence limit.

2. Automobile Liability will have no less than \$1,000,000 combined single limit per accident for bodily injury and property damage.

3. Workers' Compensation will be with Statutory Limits and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if Contractor provides written verification it has no employees)

4. Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limits no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

5. Cyber Liability, if applicable, will include Technology Errors and Omissions, Cyber-Risk and Privacy Liability covering liabilities for financial loss resulting or arising from acts, errors or omissions in rendering services, or from data damage/destruction/corruption, including without limitation, failure to protect privacy, unauthorized access, unauthorized use, virus transmission, denial of service and loss of income from network security failures in connection with the services provided, with a minimum limits of \$2,000,000 per occurrence or claim and \$4,000,000 aggregate.

B. Higher Limits: If the Contractor maintains higher limits than the minimums shown above, CWU requires and will be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage will be available to CWU.

C. Additional Insured Status: The State of Washington, Central Washington University (CWU), its Trustees, officers, employees and volunteers, the City of Sammamish, its officers, employees and volunteers, and the YMCA its officers, employees and volunteers, are to be covered as additional insureds on all general liability, excess, umbrella, and property as well as the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. This is evidenced on the Certificates of Insurance as well as a copy of an endorsement to the Contractor's insurance.

D. Primary Coverage: For any claims related to the Contract, the Contractor's insurance coverage will be primary insurance as respects to the State of Washington, CWU, its Trustees, officers, employees and volunteers. Any insurance or self-insurance maintained by The State of Washington, CWU, its Trustees, officers, employees and volunteers will be excess of the Contractor's insurance and will not contribute with it.

E. Exclusion from CWU Insurance Coverage: The Contractor agrees and acknowledges that it and any of its employees, agents, subcontractors providing service to CWU are 1) independent contractors; 2) are not employees, agents or representatives of CWU; and 3) are not controlled or supervised by CWU, and therefore, are specifically excluded from any coverage under any insurance policy of CWU.

F. Notice of Cancellation: Each insurance policy required above will provide that coverage will not be canceled, except after a thirty (30) day notice to CWU.

G. Waiver of Subrogation: Contractor must grant to CWU a waiver of any right to subrogation which any insurer of said Contractor may acquire against CWU by virtue of the payment of any loss under such insurance. Contractor must agree to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not CWU has received a waiver of subrogation endorsement from the insurer.

H. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by CWU. CWU may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

I. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to Risk Management.

J. Claims Made Policies: If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the Contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.
3. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the contract work.

K. Subcontractors: Contractor will require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor will ensure that CWU is an additional insured on insurance required from subcontractors.

L. Verification of Coverage: Contractor will furnish CWU with original Certificates of Insurance and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by CWU and the City of Sammamish before work commences. However, failure to obtain the required documents prior to the work beginning will not waive the Contractor's obligation to provide them. CWU reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

3.19 Debriefing Conference and Protest Procedure:

All vendors who have submitted proposals in accordance with this RFP shall be provided a "Notice of Intent to Award" upon completion of the final evaluations by the University. The following process for protest and debriefing is available to vendors who have submitted a proposal in accordance with this RFP.

3.19.1 Optional Vendor Debriefing:

Vendors who have submitted a proposal in accordance with this RFP may request an optional debriefing conference to discuss the evaluation of their response. The request must be made in writing within five business days from receipt of the "Notice of Intent to Award". Requests are to be made to the University contact person as identified in Section #3.10 of the RFP instructions. Vendors must be available to attend the debriefing conference held in Ellensburg, Washington within 5 days of the request.

The debriefing will not include any comparisons between the vendors response and any other responses submitted; however, the University will attempt to address all questions and concerns in this debriefing.

3.19.2 Protest Procedure:

Protests may be made after the agency conducting the acquisition has announced the apparently successful vendor and after the protesting vendor has had a debriefing conference with that agency. Protests may be made on only these grounds:

- Arithmetic errors were made in computing the score.
- The agency failed to follow procedures established in the solicitation document, the IT Investment Policy, the IT Investment Standards, or applicable State or Federal laws or regulations.
- There was bias, discrimination, or conflict of interest on the part of an evaluator.

Protests are always initially made to the buyer conducting the acquisition. A person authorized to bind the vendor to a contractual relationship must sign the protest letter. The buyer must receive the written protest within five (5) business days after the debriefing conference.

Individuals not involved in the protested acquisition will objectively review the written protest material submitted by the vendor and all other relevant facts known to the agency. The agency must deliver its written decision to the protesting vendor within five business days after receiving the protest, unless more time is needed. The protesting vendor will be notified if additional time is necessary.

If the protesting vendor is not satisfied with the agency's decision, it may appeal. Appeal is made to the agency.

Written notice of appeal to agency must be received by agency within five (5) business days after the vendor receives notification of the agency's decision.

In conducting its review, agency will consider all available relevant facts. Agency will resolve the appeal in one of the following ways:

- Find that the protest lacks merit and uphold the agency's action.
- Find only technical or harmless errors in the agency's acquisition process, determining the agency to be in substantial compliance, and rejecting the protest; or
- Find merit in the protest and provide options to the agency, including:
 - Correcting errors and reevaluating all proposals;
 - Reissuing the solicitation document; or
 - Making other findings and determining other courses of action as appropriate.

The agency will issue a written decision within five (5) business days after receipt of the notice of appeal, unless more time is needed. The protesting vendor will be notified if additional time is necessary. The agency's determination is final; no further administrative appeal is available.

Form and Content: A written protest must contain the facts and arguments upon which the protest is based and must be signed by a person authorized to bind the vendor to a contractual relationship. At a minimum, this must include:

- The name of the protesting vendor, its mailing address and phone number, and the name of the individual responsible for submission of the protest.
- Information about the acquisition and the acquisition method and name of the issuing agency.
- Specific and complete statement of the agency action(s) protested.
- Specific reference to the grounds for the protest.
- Description of the relief or corrective action requested.

SECTION #4: SCOPE OF WORK AND SPECIFICATIONS

4.1 Scope of Work: This RFP will result in contract awards to multiple photography and videography vendors with the intent to create a roster of highly qualified freelance photographers and videographers for University departments to select from for as-needed photography projects.

- **Photography style:** The most common assignments are business portraits, editorial photography, and photojournalism coverage of events and activities. For these assignments we're looking for objective and truthful photos with minimal touchups. Things like filters, color manipulation, compositing, and context manipulation are unacceptable.
- **Videography style:** Video assignments may include the entire creative process, turning concepts, scripts, and/or storyboards into final, edited productions. Assignments may include photojournalism style coverage of events and activities, news and/or production style interviews, interview/Q&A, testimonials, TV spots, short-form social media, and promo and marketing videos.
- **Inclusivity and diversity:** Follow best practices for [inclusive and diverse photography](#) with photography that is representative without over-selling. Images must be genuine, depicting situations that truly occur on campus. Imagery that falsely reflects the reality on campus risks marginalizing students and can diminish CWU's reputation. Avoid stereotyping and misidentifying individuals and groups. Represent diversity beyond skin color, and broaden diverse representations beyond students.
- **Photo alterations:** Alterations that affect the accuracy of the persons, places, or events depicted in the photo are unacceptable. Enhancing the technical quality of a photo and other simple touchups are acceptable if the content of the photo is accurately depicted.
- **Model releases:** Those visiting, registering at, or employed by CWU and being present in a public setting, authorize the use of and reproduction by the university any photographs or video taken at CWU, without compensation. All photo and video files are university property, solely and completely. CWU photographs and video, and those from freelancers, are considered copyrighted materials. Whenever possible, CWU photographers and CWU-contracted freelance photographers/videographers identify themselves and seek verbal permission when taking photos. They inform subjects about the potential uses of the photo/video. When a person asks to not be photographed, photographers/videographers comply with those wishes. Written permission is required, however, for photos or videos of minors, or subjects who are primarily being featured in advertisements in which a person's name, image and/or likeness are being used in a context that implies endorsement. CWU's [photo release form \(PDF\)](#) is available for download.
- **Turnaround time:** Some special event assignments such as commencement will require publishing a set of photos from the field and turning around edited galleries within 24 hours. Less timely assignments, such as theatre photo calls, may have longer turnaround times. Timeline expectations will be negotiated with each assignment.
- **Equipment:** Participants shall provide their own photography and/or videography gear and equipment.

- **Event photography/videography dress code:** CWU photographers and freelancers covering events shall dress professionally and blend in. For example, casual dress is acceptable for most student life events; business or formal attire is expected at fundraising galas; and nondescript solid clothing would facilitate blending in at commencement.
- **Work for hire:** All photographs provided by participants to CWU shall be deemed works made for hire. CWU shall be the sole owner of the photographs and of all rights, including copyrights, in such photographs. CWU grants a nonexclusive license to participants to use, reproduce and publish photographs in connection with advertising or marketing of photographer services. In its sole discretion, CWU may credit participants in connection with CWU's use of photographs.
- **Aerial photography/drones:** Photographers operating drones must be FAA-certified drone pilots and adhere to all FAA regulations. Participants should indicate whether they are FAA-certified drone pilots and whether they possess drone equipment. Prior to each flight, all unmanned aircraft operation must be approved in writing by the appropriate university official.

As a term of contract(s) resulting from this bid and for the entire length of the term, contractor must purchase and maintain commercial general liability and commercial unmanned aircraft liability coverage in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. Proof of such coverage, must be submitted with the signed contract and include CWU, 400 E. University Way, Ellensburg, WA 98926-7513 as an additional insured. This coverage must provide at least 30 days' prior Notice of any change in or cancellation of the insurance coverage.

The University reserves the right to contract with other vendors not on the Photography and Videography Vendor Roster.

4.2 Purchasing Process for Photography Roster Vendors and Departments: The goal of this process is to develop a roster of photography vendors to make it as easy as possible for University departments to satisfy their photography needs at reasonable pricing. Individual statements of work will be negotiated with the successful vendor(s) for each photography service. If multiple vendors are awarded contracts for the same service category and the job cost to the University is over the State of Washington's informal bid threshold (currently \$10,000), an RFQQ process will be conducted to select the vendor for each individual job. The University reserves the right to award multiple contracts for each printing and to conduct additional RFP processes as needed to add vendors to the roster.

Proposals are to detail your ability to follow these preferred procedures. The preferred procedures are as follows:

4.2.1 Initial Contact: University personnel that have been given approval to purchase services and have received approval from the CWU Public Affairs Office may contact one or more photographers/videographers from the Photography & Videography Vendor Roster for a quote for services when such services will cost less than the State of Washington's informal bid threshold. University departments will contact the Contracts and Procurement Department requesting to initiate an informal bid process (RFQQ) for services with a cost that is higher than the State of Washington's informal bid threshold. Once a photographer/videographer has been selected, the Contracts and Procurement department will send the vendor a purchase order.

4.2.2 Delivery. Typically, completed jobs will be delivered to the department. Large jobs where a loading dock is necessary will be delivered to University's Central Receiving. If a department has special delivery needs, jobs may then be picked up by the department at the vendor's location or delivered to another site (e.g., CWU University Centers). These deliveries shall be at no additional cost. If the delivery will be outside of the Ellensburg area, the additional shipping costs will be agreed to, in advance, and will be added to the invoice.

4.2.3 Payment. Upon receipt of the completed assignment deliverables *and* correct invoice (see Section #3.17, Invoicing) a payment will be made within 30 days. The University's preferred method of payment is via ACH direct deposit. Please indicate, in Section #5.4, if your organization accepts this form of payment.

The remainder of this page intentionally left blank

SECTION #5 REQUIRED RESPONSES OF ALL BIDDERS

NOTE: All respondents must provide the required information requested in this section. Information must be presented in a clear, concise and complete format. Responses are to be formatted to correspond numerically with items listed below. Failure to respond to all items in this section may be deemed as sufficient reason to disregard any response.

Respondents must complete, sign in ink, and include 'SECTION #1 BIDDERS SUBMITTAL PAGE'. ON SEPARATE COMPANY LETTERHEAD, respondent must reply to the following sections in the order presented:

5.1 Vendor Profile: (10 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 Diversity Plan: (10 points)

Provide information on your firm's diversity plan (see Appendix D)

5.3 Experience: (15 points)

Indicate the experience the respondent has in the the services outline in Section #4.1, Scope of Work. Include 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 Vendor Service and Equipment Profile: (20 points)

Provide details regarding your organization's ability to follow the preferred purchasing procedures listed in Section #4.2. Provide a list of your photography equipment and available services.

5.5 Samples (20 points):

Provide a digital portfolio or digital examples of your services. A website URL is preferred.

5.6 References: (10 points)

Provide a list of at least three (3) contracts of a size and scope similar to the work described herein that respondent has performed during the last five 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 and phone and fax numbers.

5.7 Cost: (15 points)

Provide information on cost structure (rates) and fees involved in providing the requested service. Proposals should provide pricing for various types of products, expenses and estimated pricing.

SECTION #6: PROPOSAL AWARD 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 photography services 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.

6.4 Presentation: After evaluation of the proposals, finalist(s) may be asked to make oral presentations and/or conduct a phone interview. Contract award will be made to the respondent who best meets the University’s overall requirements and criteria.

CENTRAL WASHINGTON UNIVERSITY

PHOTOGRAPHY SERVICES

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APPENDIX A

FORM OF CONTRACT

**CENTRAL WASHINGTON UNIVERSITY
STANDARD AGREEMENT**

This **CENTRAL WASHINGTON UNIVERSITY STANDARD AGREEMENT** (“Agreement”) is entered into by and between Central Washington University, 400 East University Way, Ellensburg, WA 98926 (“CWU”), and <<**Contractor Name and Address**>> (“Contractor”). The parties and purpose of this Agreement are further described in the recitals hereof.

I. RECITALS

1.1 CWU. CWU is a public institution of higher education established by the State of Washington with its principal place of business located in Ellensburg, Washington. CWU desires to acquire the goods and/or services herein described for the purposes stated in Paragraph 1.3 hereof.

1.2 Contractor. Contractor is <<**description of Contractor’s type of business**>>, whose principal place of business is located in <<**city, state**>>. Contractor desires to provide the goods and/or services herein described for the purposes stated in Paragraph 1.3 hereof.

1.3 Purpose. The purpose of this Agreement is _____.

For and in consideration of the foregoing recitals, and in consideration of the payments or other covenants and mutual agreements herein provided, the parties hereby agree as follows.

II. OBLIGATIONS OF THE PARTIES

2.1 Contractor’s Obligations.

(a) Contractor agrees to provide the following described goods and/or services: <<**describe the goods/services to be provided; include all applicable dates/deadlines**>>. All of Contractor’s obligations under this Agreement will be completed no later than <<**date**>>.

(b) If the beneficiary of payment under this Agreement is not a U.S. Citizen or U.S. Permanent Resident Alien, Contractor must consult with a Nonresident Alien Tax Specialist in CWU’s Payroll Office (509-963-2221) prior to commencing the performance of Contractor’s obligations hereunder. **Contractor certifies that the beneficiary of payment: (initial one) _____ IS _____ IS NOT a U.S. Citizen or U.S. Permanent Resident Alien.**

2.2 CWU’s Obligations. Upon delivery of the specified goods and/or completion of the specified services, and within thirty (30) days of receiving Contractor’s itemized invoice, CWU agrees to pay the following amount(s), exclusive of applicable taxes: \$_____. Unless otherwise provided herein, Contractor shall be solely responsible for Contractor’s travel and related expenses.

III. CONTRACT TERM, TERMINATION, DISPUTES

3.1 Term. This Agreement shall become effective when signed by the parties and shall terminate upon the full performance of their mutual obligations hereunder, unless extended by mutual written agreement.

3.2 Termination.

(a) This Agreement may be terminated at any time by mutual written agreement of the parties.

(b) CWU, by giving written notice, may terminate this Agreement at any time without cause and without further obligation to Contractor except for payment due for goods provided or services rendered prior to the

effective date of termination.

(c) The Agreement may be terminated by either party for a material breach by the other party of that party's obligation(s) hereunder. In the event of breach, the aggrieved party must provide written notice to the breaching party and allow fifteen (15) days to cure. If the breach cannot be cured within that time or such longer time as deemed reasonable by the aggrieved party, the Agreement may be terminated immediately by written notice of the aggrieved party. Termination for breach shall not be deemed to limit any of the terminating party's contractual remedies as against the breaching party.

(d) Termination of this Agreement by any means provided herein shall not excuse any party's performance of its obligations hereunder through the effective date of termination, except that CWU shall not be obligated to pay for goods that have not been delivered or services that have not been performed.

3.3 Disputes. Any dispute between the parties arising under or relating to this Agreement shall be resolved informally if possible, but if the parties cannot so resolve their differences, then arbitration shall provide the sole and exclusive remedy for resolving the contract dispute. The parties shall jointly select one arbitrator acceptable to both parties. If the parties cannot agree on an arbitrator, the Yakima Dispute Resolution Center shall be requested to choose an arbitrator. The fees and expenses of the arbitrator shall be shared equally by both parties to this Agreement, and each party shall bear its own costs and attorney fees. Arbitration shall be conducted according to the commercial arbitration procedures of the American Arbitration Association. The arbitrator's decision or award shall be final and binding on both parties.

IV. GENERAL TERMS AND CONDITIONS

4.1 Assignment. This Agreement shall extend to and be binding upon and inure to the benefit of the successors and assignees of the respective parties. However, this Agreement may not be assigned or subcontracted by either party without the other party's express written consent.

4.2 Independent Capacity. This Agreement is intended to create an independent contractor relationship. Each party to the Agreement shall act in an independent capacity and not as an agent or representative of the other party. The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be the employees or agents of that party and shall not be considered for any purpose to be the employees or agents of the other party.

4.3 Indemnification. Each party to this Agreement shall be responsible for its own acts or omissions and for those of its directors or trustees, officers, employees, agents, and volunteers. Neither party shall be responsible to the other party for the acts or omissions of persons or entities not a party to this Agreement.

4.4 Insurance. CWU may require Contractor, prior to the commencement of services, to provide CWU with proof of insurance acceptable to CWU and naming CWU as additional insured. Such proof of insurance, if required, shall be attached to and made part of this Agreement, and Contractor warrants that such insurance shall remain in effect during the term of this Agreement.

4.5 Non-Discrimination. The parties to this Agreement each agree to comply with applicable federal and state laws prohibiting discrimination in education, employment, or public accommodations based on age, sex, marital status, sexual orientation, race, creed, color, national origin, genetic information, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog or service animal by a person with a disability.

4.6 Records and Audits. The parties recognize that business records created, maintained, or used in the performance of this Agreement may constitute public records subject to the public disclosure and retention requirements under applicable state law. Each party will retain its business records relating to this Agreement for the applicable retention period(s) and will make such records available upon request for inspection and audit by the other party or by authorized representatives of the Washington State Auditor.

4.7 Complete Agreement; Modification. This Agreement constitutes the entire agreement between the parties and supersedes any and all other agreements, understandings, negotiations and discussions, oral or written, express or implied. The parties agree that no other representations, inducements, promises, agreements, or warranties relating to this Agreement, oral or otherwise, have been made to or by them. No modification or waiver of this Agreement shall be valid or binding unless in writing and signed by the parties.

4.8 Governing Law; Venue; Severability. This Agreement shall be governed by the laws of the State of Washington. Venue for any dispute under this Agreement shall be in Kittitas County, Washington. If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder is consistent with applicable law and with the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

4.9 Waiver. The waiver by a party of any default or breach of this Agreement, or the failure of a party to enforce any provision hereof or to exercise any right or privilege hereunder, shall not be deemed to waive any prior or subsequent breach or default, the enforcement of any provision hereof, or the exercise of any right or privilege hereunder, unless otherwise stated in a writing signed by an authorized representative of the party and attached to the original Agreement.

4.10 Notices. Written notices required or permitted to be provided by a party to the other party under this Agreement may be provided by personal delivery, legal courier service, or certified mail, postage prepaid and return receipt requested. Notice may be provided by regular first class mail if simultaneous notice is provided by electronic mail. Notices will be sent to the parties at the following mailing addresses:

Central Washington University	_____
400 East University Way	_____
Ellensburg, WA 98926-7480	_____

The address of a party for the receipt of notice may be changed at any time by written notice provided in accordance herewith.

4.11 Contract Administration. The contract administrator and principal point of contact for each party to this Agreement shall be as follows, subject to change by written notice.

- (a) The Contract Administrator for CWU will be <<name, title, phone, email>>.
- (b) The Contract Administrator for Contractor will be <<name, title, phone, email>>.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties through their authorized representatives, effective as of the latest date written below.

CENTRAL WASHINGTON UNIVERSITY

CONTRACTOR

Signature Date

Signature Date

Name

Name

Title

Title

CENTRAL WASHINGTON UNIVERSITY

PHOTOGRAPHY SERVICES

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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

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APPENDIX C

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.

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:

<https://des.wa.gov/services/contracting-purchasing/reciprocal-preference>

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

CENTRAL WASHINGTON UNIVERSITY

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APPENDIX D

Vendor Diversity Plan

MINORITY AND WOMEN OWNED CONTRACTOR/SUPPLIER/VENDOR BUSINESS PARTICIPATION OUTREACH PLAN

A MWBE/Diversity Plan is required from any vendor submitting a proposal to this RFP process. At a minimum the plan should include the following:

1. Names, titles and contact information of those responsible for managing and implementing specific aspects of your MWBE Outreach Plan.
2. A description of the strategies, approaches and specific steps your firm will take to assist the University in meeting its voluntary MBE and WBE percentage utilization goals, which may include but are not limited to a description of the following:
 - Any mentoring of MWBEs that your firm has been involved with or is currently involved with.
 - Your firm's participation in outreach events as a means to develop relationships with MWBEs.
 - Describe your firm's current method of measuring MWBE utilization
 - Indicate how your firm identifies and contacts MWBEs
 - Describe how your firm will monitor its progress towards meeting the voluntary MWBE goals on any contact award based on this RFP process.



Central Washington University

CAMPUS MAP

QUICK REFERENCE

BOULLON:

- TESTING
- REGISTRAR
- CONNECTION CARD
- ACADEMIC COUNSELORS
- FINANCIAL AID

SAMUELSON:

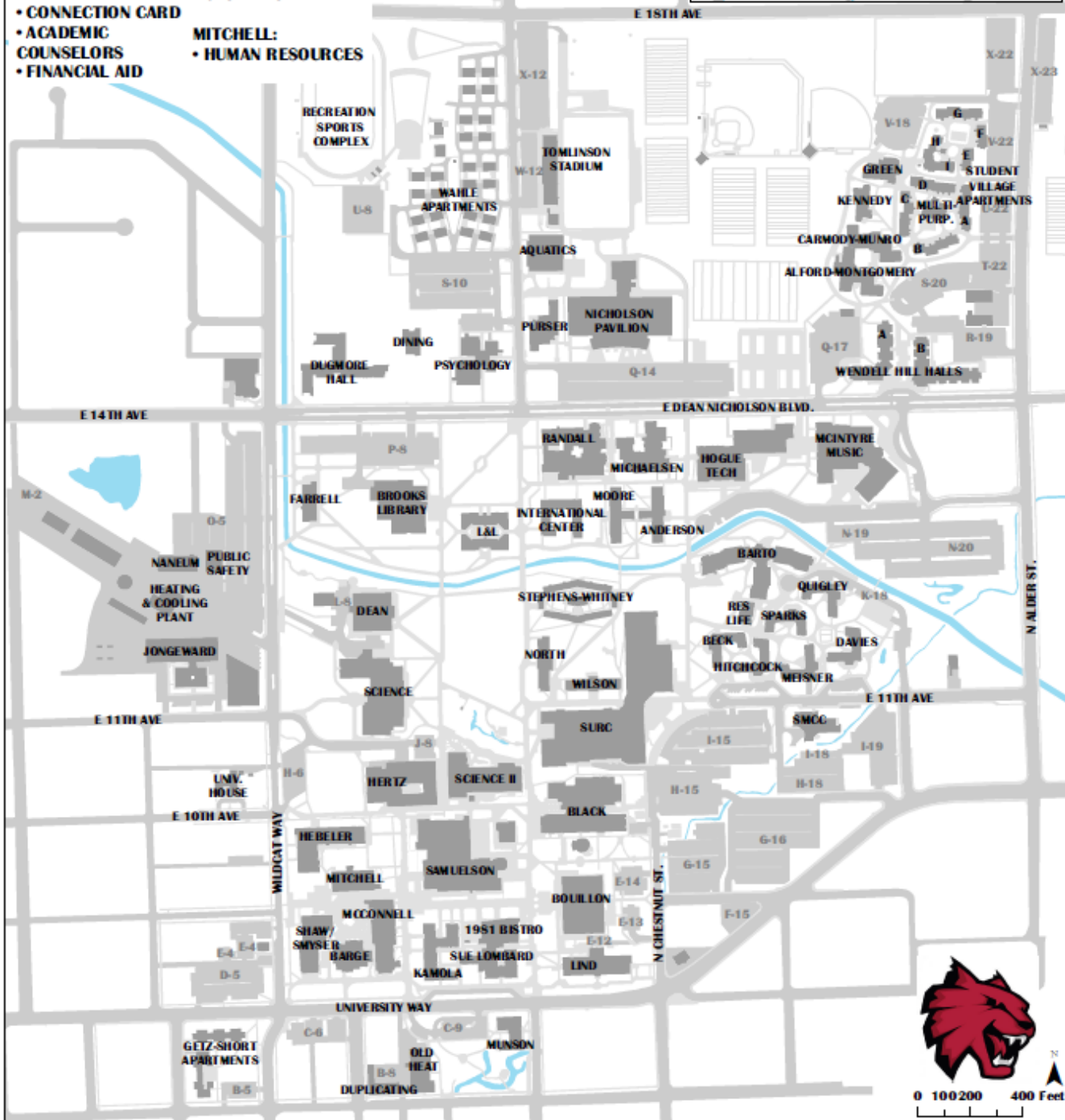
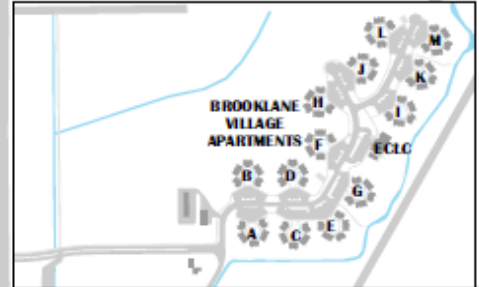
- HELPDESK

BARGE:

- CASHIERS

MITCHELL:

- HUMAN RESOURCES



<http://www.cwu.edu/facility/campus-map>