



## **Request for Proposal**

### **Commercial Hood Exhaust System Cleaning and Fire Suppression Inspection Services**

**Central Washington University**

**Ellensburg, WA**

**Reference Bid: RFP#24-002**

**Issue Date: July 3, 2025**

**Letter of Intent-to-Respond: July 23, 2025 3:00 PM (PDT) (Mandatory)**

**Questions Due: July 23, 2025 3:00 PM (PDT)**

**Proposals Due: August 5, 2025 3:00 PM (PDT)**

**Return Proposals To:**

**Central Washington University  
Purchasing Office - Mail Stop 7480  
2<sup>nd</sup> 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:**

**<https://www.cwu.edu/about/offices/contracts/purchasing/current-bid-opportunities.php>**

**State of Washington's WEBS:**

**<https://pr-webs-vendor.des.wa.gov/>**

## TABLE OF CONTENTS

<b>SECTION #1: BIDDERS SUBMITTAL PAGE.....</b>	<b>1</b>
<b>SECTION #2: GENERAL INFORMATION.....</b>	<b>2</b>
<b>SECTION #3: GENERAL INSTRUCTIONS TO ALL BIDDERS.....</b>	<b>4</b>
<b>SECTION #4: SCOPE OF WORK AND SPECIFIC TATIONS.....</b>	<b>13</b>
<b>SECTION #5: REQUIRED RESPONSES OF ALL BIDDERS .....</b>	<b>14</b>
<b>SECTION #6: Cost Sheet.....</b>	<b>14</b>
<b>SECTION #7 PROPOSAL AWARD CRITERIA.....</b>	<b>15</b>

**APPENDIX A: Form of Contract**

**APPENDIX B: In-State Preference/Reciprocity**

**APPENDIX C: Diversity Plan**

**Campus Map**

## 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 Section #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)
- During the term of an awarded Contract, Bidder, including any subcontractor, shall not discriminate on the bases enumerated at [RCW 49.60.530\(3\)](#). Bidder, including any subcontractor, also shall give written notice of this nondiscrimination requirement to any labor organizations with which Bidder, or subcontractor, has a collective bargaining or other agreement. In addition, Bidder, including any subcontractor, shall cooperate with any Washington state agency investigation regarding any allegation that Bidder, including any subcontractor, engaged in prohibited discrimination set forth in [RCW 49.60.530\(3\)](#). \_\_\_\_\_(Initial)
- Respondent agrees that any resulting contract, if applicable, will require respondent participation in Section 2.10 Subcontractor Participation Monitoring and Reporting. \_\_\_\_\_(Initial)
- Respondent has responded to "Appendix C: Vendor Diversity Plan". \_\_\_\_\_.(Initial)
- Respondent must be an authorized dealer or supplier to work on/service and maintain the existing hood system and be familiar with the mechanical interactions of a Gaylord hood system and automatic hood cleaning system. Yes\_\_\_\_\_ No\_\_\_\_\_ (Initial)

- Respondent has certifications required by section 901 of the International Fire Code, to include ICC and IKECA certifications and has attached copies of the certifications. Yes\_\_\_\_\_ No\_\_\_\_\_ (Initial)

Any official correspondence related to this Request For Proposal solicitation shall be directed to the owner, Central Washington University, Purchasing Office, Attn: Chanessa Knight 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 one or more qualified vendor(s) for the purchase of Commercial Hood Exhaust System Cleaning and Fire Suppression System Inspection Services. The purpose of this competitive procurement process is to assist the University in selecting a vendor(s) who will best meet the University's needs.

Stated within this RFP are instructions for submitting proposals, scope of work, 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 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 9,000 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 one Instructional Site located 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](http://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.

**2.3 Term of Contract:** CWU will negotiate the term of the contract with the successful bidder.

**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.

**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 University Parking:** Enclosed for your information is a University map (<http://www.cwu.edu/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.

**2.7 WA State Business License Requirement:** Business enterprises, whether an individual, partnership or corporation, must obtain a Washington business license 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>.

**2.8 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 C)**. 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](http://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](http://www.dva.wa.gov).

**2.9 Subcontractor Participation Monitoring and Reporting:** Once a contract is awarded through the solicitation or proposal process, the awarded Prime Contractor is obligated to complete the vendor registration in Access Equity. Access Equity is a secure online vendor management system (B2GNow). Confidential information (Tax ID, etc.) will not be published. Prime Contractors that have previously registered with B2Gnow for any public entity, must verify the system has updated information. Contractors can access the system at <https://omwbe.diversitycompliance.com/> or through a direct link on the Office of Minority and Women's Business Enterprises (OMWBE) website at: <https://omwbe.wa.gov/>.

Each month during the contract, the Prime Contractor will report payments to ALL Subcontractors through the Access Equity system. This monthly reporting information includes total payment in dollars made to the Subcontractor, payment dates, and any additional information required to verify payment to Subcontractors. The Prime Contractor will enter this payment information into the Access Equity system, and the Subcontractors will verify this payment information in the system. Online training is available through the Access Equity/B2Gnow system. This requirement applies to both Prime Contractors and Subcontractors.

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## SECTION #3: GENERAL INSTRUCTIONS TO ALL BIDDERS

### **3.1 Applicable Dates**

Requests for Proposals issued  
Letter of Intent-to-Respond  
Questions due  
Proposals due

July 3, 2025  
July 23, 2025 3:00 PM (PDT)  
July 23, 2025, 3:00 PM (PDT)  
August 5, 2025, 3:00 PM (PDT)

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, <https://www.cwu.edu/about/offices/contracts/purchasing/current-bid-opportunities.php>. 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 [Chanessa.Knight@cwu.edu](mailto:Chanessa.Knight@cwu.edu) . Faxed letters will be accepted at (509) 963-1623. If mailed, the address is as follows: Central Washington University; Procurement Department-M/S 7480; Attn: Chanessa Knight; 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. Bidders are encouraged to email questions to the Purchasing Office at Chanessa.Knight@cwu.edu. and 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. **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 to:**

Chanessa.Knight@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.**

**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 identifying each service location must be sent to Central Washington University; Accounts Payable; 400 E University Way; Ellensburg, WA 98926-7470. Invoices for dining locations should be sent to [Dining@cwu.edu](mailto:Dining@cwu.edu) and cc'ed [AccountsPayable@cwu.edu](mailto:AccountsPayable@cwu.edu) for review, processing, and payment. Electronic invoices can be sent to [AccountsPayable@cwu.edu](mailto:AccountsPayable@cwu.edu). **All invoices must reference the correct Central Washington University purchase order number and the location of service.**

Vendor must also submit the required the Washington State Department of Labor and Industries (L&I) prevailing wage documentation at time of invoice.

For all Dining Hood Services, vendor to send itemized copy to [Dining@cwu.edu](mailto:Dining@cwu.edu).

**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, 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 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.

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## **SECTION #4 SCOPE OF WORK AND SPECIFICATIONS**

### **4.1 Scope of Work:**

When exact specifications are not listed, it is expected that only the best commercial practice is to prevail and that only quality materials and workmanship will be used. Initial services are provided for the locations in section 6, but CWU reserves the right to add on services for additional CWU locations if needed.

### **4.2 Commercial Hood Exhaust System Cleaning Specifications:**

The selected vendor work team must be led by a staff member who has a minimum of one (1) year's experience steam cleaning commercial hood exhaust systems in an environment similar to that of CWU.

The selected vendor work team will be responsible to the CWU Facility Management staff assigned to oversee the exhaust cleaning process. The Facility Management staff will ensure that work is completed according to CWU standards, that any questions are answered, that the vendor work team has access to the appropriate building spaces to complete the work and that all fan electrical components are deactivated prior to working on system.

The selected vendor work team will perform high pressure steam cleaning of grease exhaust systems located in CWU buildings from hood to roof using equipment designed for this task. The vendor will be responsible for furnishing all manpower, supplies, tools and equipment necessary to perform the work. The steam cleaning is to include: hoods, horizontal and vertical exhaust ducts and vents, exhaust system fans and fan housings, and hood filters, so they are clean to metal and free from grease residue. The hood interiors, fire extinguisher piping, fusible links, dampers, fire sensing devices and other visible but difficult to reach areas are also to be cleaned during this process. The selected vendor work team will be responsible to inspect bearings and belts on exhaust fans during cleaning process. Once cleaning is completed, both the interior and exterior of the hoods must be wiped down and polished and left free of grease residue, fingerprints and cleaning solvent residue.

Any openings cut into the duct work for access to clean ducts, shall be repaired with like material 22-16 gauge covers, sealed with silicone and fastened with #8 hex-head drive screws. The vendor will be responsible for providing a written form documenting work performed on each exhaust system cleaned. This form should include information indicating the condition of the exhaust system and fan bearings/belts, and any recommended maintenance action that must be taken by CWU staff.

The selected vendor work team will be responsible for ensuring that the kitchen work area is as clean when work is completed as it was when they arrived to the workplace to begin cleaning the exhaust systems and/or system suppression systems and fire extinguishers. The vendor staff must cover all work areas/equipment with an appropriate material to provide protection from falling debris, moisture, over-spray or other residue during the cleaning process. This includes, but is not limited to, the cooking equipment under kitchen hoods, work surfaces, and spaces around hoods. Any equipment/work surfaces moved to allow for cleaning of exhaust systems must be returned to their original positions and tested if necessary to make sure they properly operate.

#### **4.3 Commercial Hood Inspections for Fire Suppression Specifications:**

Contractor agrees to provide as-needed required inspection, repair, and correction services of CWU's commercial hood fire suppression systems and fire extinguishers, as well as hydraulic testing of systems, at Central Washington University's request. Contractor agrees to follow all local and state code requirements for Commercial Kitchen Hood Inspections.

All reports for both inspections and cleanings must be submitted to Central Washington University's local Authority Having Jurisdiction, Kittitas Valley Fire and Rescue, through the TEGRIS Fire website. All reports must also be shared with the designated CWU Contact. Central Washington University is not responsible for submittal costs related to these reports.

#### **4.4 Review of Service and Locations:**

Designated vendor personnel will be required to meet with the CWU Contract Administrator on the CWU campus a minimum of once every year (12 month period) to review service, products, and any concerns of either party. A mutually agreed upon meeting schedule will be established upon award of the contract. The CWU Contract Administrator will be responsible for coordinating and hosting the meeting.

Specific commercial hood locations are listed on the Pricing Sheet (Section #6). The volume of business and use of kitchen equipment that produces grease-laden vapors will determine how often an exhaust system is cleaned. Some building exhaust systems will be cleaned semi-annually while others will be cleaned just once per year. If the selected vendor feels that systems need to be cleaned more often than scheduled, they will need to discuss this with the CWU Contract Administrator, and should not proceed without approval.

#### **4.5 Pricing:**

Prices quoted should be all inclusive for completion of the specified work at each CWU location on campus. Prices are to be quoted in Section #6.

#### **4.6 Scheduling:**

The successful vendor will work with the CWU Contract Administrator to set up an efficient scheduling system for the work to be performed. The vendor is to indicate specific information related to scheduling work in Section #5 Required Responses. Any other scheduling method must receive approval of the CWU Contract Administrator. Depending on CWU's calendar of business, work may be performed during regular work hours (8 a.m. to 5 p.m.) or at night (7 p.m. to 5 a.m.) after business operations cease. Work will be performed only on dates approved by University staff. Work is generally scheduled during quarter breaks to eliminate disruption to residents living in the residence halls and to scheduled kitchen production.

#### **4.7 Hazardous Materials and Waste Products:**

The successful vendor will be required to follow all local, state and federal regulations regarding the disposal of any hazardous material, waste products and waste water. Material Safety Data Sheets (MSDS) must be submitted to the University for each chemical being used. For each of the areas, the MSDS must be submitted to the designated University personnel.

#### **4.8 Inspection and Acceptance:**

4.8.1 Inspection: All completed work will be inspected prior to acceptance.

4.8.2 Defective Work: In the case of any work being defective in material or in workmanship, or otherwise not in conformity with the work description/specification, CWU will contact the supplying vendor to notify them that the work performed is being rejected. CWU Dining Services will work with the supplying vendor on correcting the rejected work performance.

**4.8.3 Costs Charged Back to Vendor:** CWU reserves the right to charge back to the supplying vendor excess costs resulting from having to contract with another vendor to correct rejected work performance.

**4.9 Evaluation and Cancellation of Contract:**

In order for the contract to be mutually beneficial, a high level of trust must exist at all times between the vendor and the University. The vendor's performance in adhering to the terms, conditions and spirit of this contract will be evaluated on an ongoing basis. Non-performance and/or non-adherence may result in cancellation without recourse and at no expense to Central Washington University. Central Washington University reserves the right to cancel for cause, any contract awarded as a result of this bid, subject to thirty days' written notice. The University may cancel the contract at its discretion, with thirty days notice, if it is determined that its interests would be better served by implementing different programs or procedures.

**4.10 Prevailing Wages:**

All work performed on site is subject to prevailing wage requirements. Wages to be paid workers, pursuant to this contract, will not be less than the prevailing rate of wage in the same trade or occupation in the locality within the State where the labor is performed. By submission of a properly signed and completed RFP, bidder agrees to comply with all provisions of these chapters.

Vendor is required to submit Washington State Department of Labor and Industries (L&I) required documentation at time of invoicing for services provided.

The Department of Labor and Industries will publish prevailing wage rates on the first business day of February and August of each year. The wage rates will become effective 30 days following publication. For all contracts, the prevailing wage rates which are in effect on the RFP opening date are the wage rates that must be paid for the duration of the contract. Labor classifications and prevailing wage rates are appended to this document and are made part of this contract as though fully set forth herein.

Information regarding Prevailing Wage requirements and rates may be found at the following website:

<https://lni.wa.gov/licensing-permits/public-works-projects/contractors-employers/contractor-portal>

Vocationally handicapped workers may be employed at wages lower than the prevailing rate. The Fair Labor Standards Act requires that wages based on individual productivity be paid to handicapped workers employed under certificates issued by the secretary of Labor. These certificates are acceptable to the Department of Labor and industries. Sheltered workshops for the handicapped may submit a request to the Department of Labor and Industries for a special certificate which would, if approved, entitle them to pay their employees at wages lower than the prevailing wage.

Prevailing wage requirements do not apply to:

- A. Sole owners and/or their spouses
- B. Any partner that owns at least 30% of a partnership
- C. The president, vice president, and treasurer of a corporation if each one owns at least 30% of the corporation.

A copy of the approved 'intent to pay prevailing wage statement(s)' will be posted at the job site with the address and phone number of the Industrial Statistician, of the Department of Labor and Industries, where a complaint or inquiry concerning prevailing wages can be made. If a dispute arises as to what are the prevailing rates of wages for a specific trade and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter will be referred to the Director of the Department of Labor and Industries, for arbitration, and that decision will be final, conclusive, and binding on all parties involved in the dispute. Copies of the approved affidavits for 'Intent to Pay Prevailing Wage' and 'Payment of Prevailing Wage' must be provided to: Central Washington University; Facilities Maintenance Department, M/S-7523; 400 E. University Way; Ellensburg, WA 98926-7523 or by email if requested.

**4.11 Fire Code Requirement:**

Respondent will be required to meet any applicable sections of the fire code adopted by the City of Ellensburg (3.03.730). Codes are located at the following website: [https://library.municode.com/wa/ellensburg/codes/code\\_of\\_ordinances](https://library.municode.com/wa/ellensburg/codes/code_of_ordinances). Respondent will also be required to provide proof of all certifications and licenses required by the City of Ellensburg, Washington as per Section 1 of this RFP.

## **SECTION #5 REQUIRED RESPONSES OF ALL BIDDERS**

Vendors are required to respond to each of the items detailed in this section. Responses should be formatted to correspond numerically to the items listed. Vendors 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.**

**NOTE: Failure to respond to all items in this section may be deemed sufficient reason to disregard any response. Please provide responses in sequential, numerical order as listed below.**

**ON SEPARATE COMPANY LETTERHEAD, BIDDERS MUST RESPOND TO AND/OR PROVIDE THE FOLLOWING:**

### **5.1 Company Profile: (10 points possible)**

Describe your organization including size, length of time in industry, 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 your organization. Name the person(s) who would be assigned to perform the services requested, and provide their level of expertise, training, credentials, length of employment with your company, and any other pertinent information as relates to this Request for Bid.

### **5.2 Review of Services and Locations (15 Points):**

Provide suggestions and practical advice on how best to schedule and provide the services requested, in order that CWU might manage its maintenance costs and maintain safe and efficiently-functioning exhaust systems.

### **5.3 Disposal of Waste Products (10 Points):**

Provide information on how your company disposes of any hazardous materials, waste products and waste water resulting from the steam cleaning of kitchen exhaust systems.

### **5.4 Commercial Hood Exhaust System Cleaning Specifications (10 Points):**

1. List the following specifications pertaining to your steam cleaning equipment: Temperature, pressure, and amount of water displacement per minute.
2. List the following specifications pertaining to your high pressure cleaning equipment: Temperature, pressure, and amount of water displacement per minute.
3. Indicate how many years your company has performed steam cleaning of kitchen exhaust systems. Indicate what percentage of your company's revenue is generated through performance of steam cleaning exhaust systems.
4. Describe the material that will be used to cover and protect kitchen work surfaces, furnishings, and equipment.
5. Attach copy of MSDS Sheets for any chemicals utilized in the cleaning process
6. Attach example of form(s) that will be provided to CWU documenting the steam cleaning of each exhaust system
7. Attach example of certificate or sticker that will be left on each hood indicating date steam cleaning of system was performed.

**5.5 Commercial Hood Fire Suppression Specifications (10 Points):**

1. Indicate how many years your company has performed commercial hood fire suppression system inspections. Indicate what percentage of your company's revenue is generated through performance of commercial hood fire suppression system inspections.
2. Describe the material that will be used to cover and protect kitchen work surfaces, furnishings, and equipment.
3. Attach copy of MSDS Sheets for any chemicals utilized in the cleaning process
4. Attach example of form(s) that will be provided to CWU documenting the inspection of the fire suppression system, including Tegriss report.
5. Attach example of certificate or sticker that will be left on each hood indicating fire suppression inspection.

**5.6 Scheduling (10 points)**

Indicate lead time required (weeks or days) for scheduling kitchen exhaust cleaning to be performed. List phone number, including toll free number if available, for scheduling work with your staff.

**5.7 Optional Services: (5 Points)**

Provide details on any optional related services offered by your company.

**5.8 Diversity Plan: (10 Points)**

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

**5.9 References: (10 points)**

Provide a list of at least three (3) contracts of a comparable size and scope. Include a brief description of the project, the date completed, the name of contact person(s) directly involved in the project along with an e-mail address and phone numbers.

**5.10 Costs Scenarios: (10 points possible)**

Identify all costs (hourly rate) to be charged for performing the tasks necessary to accomplish the deliverables as stated herein. Offeror shall provide detailed costs for all costs associated with the responsibilities and related services, per Cost Sheet Section 6.

Vendors may submit as many cost scenarios as desired. For each cost scenario, include related assumptions and explanatory comments. Summarize the costs and attach all detail necessary to support the summarized costs. Note: *Costs proposals must be all-inclusive, including any travel or related expenses. No other monies will be paid for items omitted by the vendor.*

## SECTION #6 Cost Sheet

Central Washington University requests that participating vendors provide pricing for the requested services

### Commercial Hood Exhaust System Cleaning Service

Locations	Hoods to be cleaned	cleanings per year	Cost
Tunstall Commons	<ul style="list-style-type: none"> <li>• Hood, flue, &amp; exhaust system over steam kettles, convection steamer, and convection ovens</li> </ul>	2	
	<ul style="list-style-type: none"> <li>• Hood, flue, &amp; exhaust system over stack ovens, gas convection oven, and deep fryers</li> </ul>	2	
	<ul style="list-style-type: none"> <li>• Hood, flue, &amp; exhaust system over grills and tilting skillet</li> </ul>	2	
	<ul style="list-style-type: none"> <li>• Hood, flue, &amp; exhaust system over dish machine</li> </ul>	1	
	<ul style="list-style-type: none"> <li>• Hood, flue, &amp; exhaust system over steam kettles</li> </ul>	2	
North Village Café	<ul style="list-style-type: none"> <li>• Hood, flue, &amp; exhaust system over stove, the grill, and deep fryer</li> </ul>	2	
	<ul style="list-style-type: none"> <li>• Hood, flue, &amp; exhaust system over pizza oven</li> </ul>	2	
Student Union Recreation Center (SURC)	<ul style="list-style-type: none"> <li>• Hood, flue, &amp; exhaust system over kitchen work area (main hood and bakery hood)</li> </ul>	4	
	<ul style="list-style-type: none"> <li>• Hood, flue, &amp; exhaust system over Central Market Place venues (6 hoods)</li> </ul>	4	
	<ul style="list-style-type: none"> <li>• Hood, flue, &amp; exhaust system over Holmes Kitchen servery (4 hoods)</li> </ul>	4	
	<ul style="list-style-type: none"> <li>• Hood, flue, &amp; exhaust system over dish machine (main dish room)</li> </ul>	2	
	<ul style="list-style-type: none"> <li>• Hood, flue, &amp; exhaust system over catering kitchen dish machine</li> </ul>	1	
Food Wagon	<ul style="list-style-type: none"> <li>• Hood, Flue, &amp; Exhaust System over grill (1 hood)</li> </ul>	1	
Northside Commons Dining	<ul style="list-style-type: none"> <li>• Panda Express Hoods (2 hoods)</li> </ul>	4	
Health Science building	<ul style="list-style-type: none"> <li>• Home EC Room #116 (2 hoods)</li> </ul>	2	
	<ul style="list-style-type: none"> <li>• Home EC Room #121 (1 hood)</li> </ul>	2	
	<ul style="list-style-type: none"> <li>• Home EC Room #225 (5 hoods)</li> </ul>	2	
	<ul style="list-style-type: none"> <li>• Home EC Room #225 (6 hoods)</li> </ul>	2	
	<ul style="list-style-type: none"> <li>• Home EC Room #229 (6 hoods)</li> </ul>	2	
	<ul style="list-style-type: none"> <li>• Home EC Room #229 (6 hoods)</li> </ul>	2	

## Commercial Hood Fire Suppression System Inspection Services

Locations	Inspections per calendar year	Cost
Tunstall Commons	<ul style="list-style-type: none"> <li>Tunstall Commons (25+ flow system, 2 hoods, 5 tanks)</li> <li>Tunstall Hydro Test</li> </ul>	2 per cylinder
North Village Café	<ul style="list-style-type: none"> <li>North Village Café (25+ flow system, 2 hoods, 3 tanks)</li> </ul>	2
Student Union Recreation Center (SURC)	<ul style="list-style-type: none"> <li>Central Market Place (x1 24 flow system, x1 25+ flow system) (5 total hoods, 5 total tanks)</li> <li>Holmes Kitchen (25+ flow system, 4 hoods, 5 tanks)</li> <li>Holmes Dining (x2 24 flow systems, 2 hoods each, 2 tanks each) (4 total hoods, 4 total tanks)</li> </ul>	2  2
Food Wagon	<ul style="list-style-type: none"> <li>Food Wagon (12 flow system, 1 hood, 1 tank)</li> </ul>	2
Northside Commons Dining	<ul style="list-style-type: none"> <li>Panda Express Hoods (25+ flow system, 2 hoods, 3 tanks)</li> </ul>	2
Health Science building	<ul style="list-style-type: none"> <li>Home EC Room #116 (12 flow system, 2 hoods, 1 tank)</li> <li>Home EC Room #121 (12 flow system, 1 hood, 1 tank)</li> <li>Home EC Room #225 (24 flow system, 5 hoods, 2 tanks)</li> <li>Home EC Room #225 (25+ flow system, 6 hoods, 3 tanks)</li> <li>Home EC Room #229 (25+ flow system, 6 hoods, 3 tanks)</li> <li>Home EC Room #229 (25+ flow system, 6 hoods, 3 tanks)</li> </ul>	2 2 2 2 2 2
Parts (Fusible Links, Nozzle Caps, etc)		
Regular hourly rate		
Emergency hourly rate		
Tegris filing fees per location		
Prevailing wage fees per inspection		
Other costs		

## **SECTION #7: PROPOSAL AWARD CRITERIA**

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

- 7.1.1 Demonstrated understanding of and commitment to customer service and communication.
- 7.1.2 The experience and level of commitment of the firm and/or proposed key individual(s).
- 7.1.3 Accessibility of key individual(s).
- 7.1.4 Responsiveness of the written proposal to the purpose and scope of service.
- 7.1.5 Ability and history of successfully completing contracts of this type, meeting project deadlines and experience in similar work.
- 7.1.6 All costs, fees, and other expenses associated with the project.
- 7.1.7 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:

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

**7.3 Scoring Responses:** Responses will be scored on a point basis with a total of 100 points possible. Responses will be evaluated by a committee consisting of personnel from various CWU departments: Human Resources, Student Financial Services, Information Services, Admissions and Purchasing departments.

# **CENTRAL WASHINGTON UNIVERSITY**

## **REQUEST FOR PROPOSAL**

### **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 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 the Contractor to <<briefly describe the goods/services to be provided>>.

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: Contractor agrees to provide as-needed services at CWU's request in accordance with the rates and other details shown in Attachment "A" hereto. For each service performed under this Agreement, Contractor will pay its workers in accordance with all applicable prevailing wage requirements (see Attachment "B"). 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, upon verification that any necessary prevailing wage documentation has been filed with and approved by the Washington State Department of Labor and Industries, and within thirty (30) days of receiving Contractor's corresponding itemized invoice identifying each service location in accordance with Attachment "A" hereto, CWU agrees to pay an amount not to exceed \$ \_\_\_\_\_, exclusive of applicable taxes, consistent with the pricing structure shown in Attachment "A" hereto. 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 shall 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.** During the term of this Agreement, Contractor, including any subcontractor, must not discriminate on the basis of age, sex, marital status, sexual orientation, gender identity, race, creed, color, national origin, citizenship or immigration status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, the use of a trained dog guide or service animal by a person with a disability, genetic information, or any protected status, in compliance with applicable state and federal law, including RCW 49.60.530. In addition, Contractor, including any subcontractor, must give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

**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	<<name of business, Attn:>>
400 East University Way	<<mailing street address>>
Ellensburg, WA 98926-7480	<<mailing city, state zip code>>

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

## **ATTACHMENT A**

### **SCOPE OF WORK AND RATES**

## **ATTACHMENT B**

### **PREVAILING WAGE INFORMATION**

For all work to be performed for Central Washington University under this Agreement, Contractor shall pay its workers prevailing wages in accordance with all applicable Washington State Department of Labor and Industries (LNI), WAC 296, and RCW 39.12 requirements.

Before payment is issued by CWU to Contractor for any work performed by the Contractor (and/or any subcontractor whose work is included in the application for payment), Contractor shall:

- (1) Register for the WA Labor and Industries (LNI) Contractor Portal. Instructions and access to LNI Contractor Portal can be found here:  
<https://www.lni.wa.gov/licensing-permits/public-works-projects/contractors-employers/contractor-portal>
- (2) submit a Statement of Intent to Pay Prevailing Wages form ("Intent") and obtain approval of the submitted Intent form from LNI.
- (3) Upon completion of the work, submit an Affidavit of Wages Paid form ("Affidavit")
- (4) Provide CWU department with copies of approved Intent and Affidavit with invoice

Prevailing wage rates can be found on the LNI website: <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/> The wage publication date for each project will be the date listed on the applicable CWU Purchase Order, and the work is to be performed in Kittitas County.

Information regarding Prevailing Wage policies can be found on the LNI website:  
<https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-policies>

Labor classifications and prevailing wage rates are incorporated by reference into the Agreement and are made part of the Agreement as though fully set forth herein.

# **CENTRAL WASHINGTON UNIVERSITY**

## **REQUEST FOR PROPOSAL**

### **APPENDIX B**

#### **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**

## **REQUEST FOR PROPOSAL**

### **APPENDIX C**

#### **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 contract award based on this RFP process.

# CAMPUS MAP

Link to interactive CWU Campus Map: <http://www.cwu.edu/map>



