



Request for Proposal

APPLIANCES & MATTRESSES

Central Washington University

Ellensburg, WA

Reference Bid: RFP#26-004

Issue Date: August 11, 2026

Questions Due: August 17, 2026 3:00 PM (PDT)

Proposals Due: August 27, 2026 3:00 PM (PDT)

Return Proposals via Email To:

Charity.Thornton@cwu.edu

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:

<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 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)
- ☐ Respondent agrees that any resulting contract, if applicable, will require respondent participation in Section 2.10 Subcontractor Participation Monitoring and Reporting. _____.(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 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: Charity Thornton, 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 solicits qualified bidders to provide new high quality major household appliances and mattresses (“Household Appliances” or “Goods/Services”) that meet or exceed the required minimum specifications in section 4. All quantities are estimates and no quantities are guaranteed.

Stated within this RFP are instructions for submitting proposals, the 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 stated in **Appendix A – Form of Contract**.

To ensure a fair and transparent procurement process that is open to all qualified vendors, Washington’s Procurement Code for Goods/Services ([RCW 39.26](#)) requires that this procurement be conducted through a competitive solicitation process.

2.2 Contract Award (s): Central Washington University intends to award Contracts as set forth below:

Contract Category. CWU intends to award Contracts, for each of the five (5) specified Contract Categories:

- Contract Category 1 – Mini Fridges
- Contract Category 2 – Microwaves
- Contract Category 3 – Electric Ranges
- Contract Category 4 – Refrigerators
- Contract Category 5 – Mattresses

Bidders may bid on one, multiple, or all specified Contract Categories.

2.3 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 8,500 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.

2.4 Term of Contract: The anticipated initial term of contract will be one year with options to renew each year for an additional SIX (6) YEARS, at the agreement of both parties, not to exceed a total of SEVEN (7) YEARS. Bidders should provide alternate term of contract if desired.

2.5 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 an interview. All costs associated with interviews will be the responsibility of the vendor. Points earned during evaluation of bid submittals may be adjusted following interviews.

2.6 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.

2.7 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.

2.8 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.

2.9 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>.

2.10 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.

2.11 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

August 11, 2026

Questions due

August 17, 2026, 3:00 PM (PDT)

Proposals due

August 27, 2026, 3:00 PM (PDT)

Apparent Vendor Selection:

September 11, 2026

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 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.

3.4 Preparation of Responses: Responses must be prepared on University forms where provided and standard 8.5" x 11" paper for additional submittals. 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.

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

3.6 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.

3.7 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.

3.8 Proprietary Information: Any information contained in the vendor's response that is proprietary must be clearly designated. Marking of the entire response as proprietary will neither be accepted nor honored. The University cannot guarantee that all such material noted remains proprietary, particularly if it becomes a significant consideration in contract award. Information will only be kept confidential only to the extent allowed by Public Disclosure Law.

3.9 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 Charity.Thornton@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.***

3.10 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. CWU will post responses to vendor questions on our website at <https://www.cwu.edu/about/offices/contracts/purchasing/current-bid-opportunities.php>.

3.11 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 submitted as PDF documents.

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 delivery will be at the respondent's sole risk to assure delivery at the designated office. The University does not take responsibility for any problems in delivery, either within or outside the University. Receipt by any other office is not equivalent to receipt by the Purchasing Office.

Delivery by email to:

Charity.Thornton@cwu.edu

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

3.12 Late Responses: Any response received after the date and hour specified in Section #3.1 will not be reviewed.

3.13 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.

3.14 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.

3.15 Reserved Rights: Subject to the provisions of Chapter 69, Laws of 1996 (SSB

6572), the State reserves the right to:

1. Waive any informality as per WAC 236-48-124.
2. Reject any or all proposals, or portions thereof. WAC 236-48-094 allows the state to "accept any portion of the items proposed" unless the bidder stipulates all or nothing on the proposal.
3. Reissue an IFB, RFQ, or RFP, or negotiate under provisions outlined under RCW 43.19.1911.
4. Award on an all or none basis, taking into consideration reduction in administrative costs as well as unit proposal prices.

3.16 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. Electronic invoices can be sent to AccountsPayable@cwu.edu. **All invoices must reference the correct Central Washington University purchase order number.**

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

Liability Insurance

1. Commercial General Liability Insurance: Contractor shall maintain general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance shall be written on ISO occurrence from CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition. Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
2. Business Auto Policy: As applicable, the Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage

Employers Liability ("Stop Gap") Insurance: In addition, the Contractor shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance

with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

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

- **Cancellation.** Cancellation. State of Washington, Central Washington University, shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
- **Indemnification:** Policy must reference the agency name.
- **Insurance Carrier Rating.** All insurance and bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by Central Washington University, or the Risk Manager for the State of Washington, before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with chapter 48.15 RCW and 284-15 WAC.
- **Excess Coverage.** By requiring insurance herein, the State does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the State in this contract.

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

3.18 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.

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 #3.9 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.

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 PRODUCT SPECIFICATIONS

4.1 Product Requirements: Products purchased pursuant to this agreement:

- Must conform to the minimum specifications of this RFP and to current industry standards. No variations from University specifications or component parts offered by the contractor pursuant to this RFP are permitted without the written consent of the University.
- Must be new and free of defects, except that use of recycled materials is permitted and encouraged by the University.
- Must be warranted to be free and clear of any liens, claims or encumbrances of any kind.

4.2 Product Specifications: Detailed product specifications are found in the table below. Vendors may propose alternates ; however, the University reserves the right, in its sole judgement, to decide if alternates proposed are equally suited to the University's requirements. Order quantities are not guaranteed. The University reserves the right to negotiate with the successful vendor(s) to contract for other associated goods for CWU Housing and Residence Halls..

Contract Category	Appliances	Mandatory Requirements:	Warranty Expected
Contract Category 1	Mini Fridges	Width - 18 11/16 Inches Depth - 19 11/16 Inches Height - 43 3/4 Inches Example product: Micro Fridge 3.1 Cu Ft Refrigerator/Freezer with Microwave (model 3.1MF7-7D1X)	Compressor 7 years
Contract Category 2	Microwaves	Two Types: 1. 0.9 cu ft Depth – 14.7 (inches) Height – 11.4 (inches) 2. 1.6 cu ft Width - 21 3/4 (Inches) Depth - 17 3/4 (Inches) Height - 12 7/8 (Inches)	Magnetron 7 years
Contract Category 3	Electric Ranges	30" Ranges -Coil cooking surface -Single oven -White -240v Maximum assembled height (inches) 47.5 Minimum assembled height (inches) 47 Width (inches) 30 Depth (inches) 28.75	Manufacturers Warranty Term

Contract Category 4	Refrigerators	Two Types 1. 14 cu ft Width - 28.25 (inches) Depth - 27 (inches) Height - 61.25 (inches) 2. 16 cu ft Width - 28 (inches) Depth - 28.75 (inches) Height - 64.5 (inches)	Manufacturer's Warranty Term
Contract Category 5	Mattresses	Innerspring Mattresses Finished Size: Over-all Length: Finished 80" Mattress Over-all Width: Finished 38" Height of Border Finished 11-3/4" Mattress must meet the Federal CFR 1633 flammability standards. Preferred Label -Restonic Mattress Brands	10 years

Bidders may bid on one, multiple, or all specified Contract Categories.

4.3 Scope of Work: Quantities are not guaranteed. The University reserves the right to negotiate with the successful vendor(s) to contract for other associated products.

4.4 Price Adjustments: All prices shall remain firm from the date of the contract award through the first full year of the contract. After the initial year of the contract, prices may be subject to adjustment to reflect fluctuations in general industry prices or overall cost of living. Adjustments shall be made under the following conditions:

- No more than one price increase shall be allowed during each year of the contract.
- The Vendor shall provide written notice of proposed price increases and supporting documentation, at least thirty (30) days prior to the date the increase is to become effective.
- Price increases, if any, may not exceed the current Consumer Price Index as reported by the U.S. Department of Labor statistics for similar commodities for the same period.
- Should the price of goods decrease from the manufacturer's level or due to market conditions, the Vendor agrees to provide written notification of price decreases that shall become effective immediately on the date of written notification.
- The University reserves the right to reject any proposed price adjustment that it considers unwarranted and re-bid the contract at the end of any contract year.

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: (15 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.

5.2 Product Description (25 points)

Describe in detail how your product meets the needs of the University. Include complete product specifications and information on discounts, guaranteed pricing, parts, service, support and any other benefits.

5.3 Diversity Plan: (10 Points)

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

5.4 References: (10 points)

List individually at least three clients (higher education preferred) for whom your company has provided Micro Fridge units, similar to those requested in this RFP, and provide the following information:

- Name of company/institution with contact name, phone number, and e-mail address.
- Types of goods and services provided.
- Other information that may be relevant.

5.5 Warranty: (15 points possible)

Provide information on warranties being offered by your company for the requested products in terms of parts and labor. Provide information regarding any guarantees or estimates as to turnaround time for problem resolution, responsibilities for any freight or travel charges, if applicable, and any other pertinent details.

5.6 Price Model: (25 points possible)

Provide detailed pricing being offered. Prices must be all-inclusive and include any pass-through costs such as freight costs.

SECTION #6: PROPOSAL AWARD CRITERIA

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

- Demonstrated understanding of and commitment to customer service and communication.
- The experience and level of commitment of the firm and/or proposed key individual(s).
- Servicing resources, capability and capacity.
- Uniformity or interchangeability, & upgradeability of parts and accessories.
- Warranty.
- All costs, fees, and other expenses associated with the project.
- 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:

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

6.3 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 CWU Housing and Purchasing Departments.

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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

Signature Date

Name

Title

CONTRACTOR

Signature Date

Name

Title

CENTRAL WASHINGTON UNIVERSITY

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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	University of Washington, Seattle
Eastern Washington University, Cheney	Washington State University, Pullman
The Evergreen State College, Olympia	Western Washington University, Bellingham

Community and Technical Colleges:

Bates Technical College, Tacoma	Olympic College, Bremerton
Bellevue Community College, Bellevue	Pierce College, Lakewood
Bellingham Technical College, Bellingham	Peninsula College, Port Angeles
Big Bend Community College, Moses Lake	Renton Technical College, Renton
Cascadia Community College, Bothell	Seattle Community Colleges, Seattle
Centralia College, Centralia	Shoreline Community College, Seattle
Clark College, Vancouver	Skagit Valley College, Mt. Vernon
Clover Park Technical College, Lakewood	South Puget Sound Community Col., Olympia
Columbia Basin College, Pasco	Community Colleges of Spokane, Spokane
Edmonds Community College, Edmonds	Tacoma Community College, Tacoma
Everett Community College, Everett	Walla Walla Community College, Walla Walla
Grays Harbor College, Aberdeen	Wenatchee Valley College, Wenatchee
Green River Community College, Auburn	Whatcom Community College, Bellingham
Highline Community College, Des Moines	Yakima Valley Community College, Yakima
Lake Washington Technical Col., Kirkland	State Board for Com & Tech Colleges, Olympia
Lower Columbia College, Longview	

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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.

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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 contract award based on this RFP process.

CAMPUS MAP

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

