



REQUEST FOR PROPOSAL 22-001

COFFEE PRODUCTS AND SERVICE

ISSUE DATE:	March 29, 2022
LETTER OF INTENT-TO- PARTICIPATE (Mandatory):	April 12, 2022, 3:00 pm
QUESTIONS DUE:	April 12, 2022, 3:00 pm
RESPONSES DUE:	April 26, 2022, 3:00 pm

Return Proposals to:

**Central Washington University
Purchasing Office – MS 7480
Mitchell Hall, 2nd Floor
400 E. University Way
Ellensburg, WA 98926-7480**

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

CWU Procurement: <http://www.cwu.edu/contracts/current-bid-opportunities>

State of Washington's WEBS: <https://des.wa.gov/services/contracting-purchasing/doing-business-state>

OFFEROR'S RFP CHECKLIST

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

1. _____ **Read the *entire* document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; contract requirements (i.e., contract performance, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the procedures for communication with the university during the RFP process.** All communication during the RFP process must be in writing. 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., Vendors submittal page, reference forms, attachment forms, etc.
8. _____ **Before submitting your response**, check WEBS or the university’s website at: <http://www.cwu.edu/contracts/current-bid-opportunities> to see whether any addenda were issued for the RFP.
9. _____ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.
10. _____ **Submit your response on time.** Note all the dates and times listed in the Applicable Dates section and be sure to submit all required items on time. Late proposal responses are *never* accepted.

This checklist is provided for assistance only and should not be submitted with Offeror’s Response.

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SECTION #1 BID CHECKLIST AND SUBMITTAL PAGE

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

- 1.1 Bidder is a company in good standing for the products/services offered. _____ (Initial)
- 1.2 Bidder has responded to and returned all portions of “SECTION #5: REQUIRED RESPONSES” _____ (Initial)
- 1.3 The response to this Request for Proposal has been prepared independently, without consultation, communication or agreement with others for the purpose of restricting competition. _____ (Initial)
- 1.4 Bidder has included the required POS materials on specific brewing and dispensing equipment, and marketing and training materials requested in this bid. _____ (Initial)
- 1.5 Bidder acknowledges that participation in a product taste test is a requirement of participating in this Request for Proposal. Date of product testing (TBD) and procedure is described in detail in Section 5.15, **Taste Testing Events**. _____ (Initial)
- 1.6 In preparing their response to this Request for Proposal, Bidder has not been assisted by any current or former employee of the State of Washington whose duties relate to this bid and who was assisting in other than his or her official capacity. Neither does such a person or any member of his or her immediate family have any financial interest in the outcome of this bid _____ (Initial)
- 1.7 Bidder agrees that the University has the right to inspect any plant or warehouse and financial records before any final award is made and at any time during the life of the contract. _____ (Initial)
- 1.8 Bidder has responded to “APPENDIX L: VENDOR DIVERSITY PLAN”. _____ (Initial)
- 1.9 Bidder agrees to make services available to other WIPHE members per terms and conditions of APPENDIX K of this Request for Proposal. (Vendors will not be penalized for a ‘no’ answer to this section) (Initial yes or no) Yes _____ No _____
- 1.10 Bidder agrees that any resulting contract will be subject to the terms and conditions of this solicitation _____.(Initial)

Any official correspondence related to this Request for Proposal solicitation shall be directed to the owner, Central Washington University, Purchasing office, Attn: Sharon Cowdery, 400 E. University Way; Ellensburg, WA 98926-7480; and to the Contract 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 and Title of Signing Officer (**print**)

Company Name **and** Address

Telephone

Fax Number

E-mail address

Tax I.D. Number

Signature

Date

SECTION #2 GENERAL INFORMATION AND BACKGROUND

- 2.1 Background:** Central Washington University (“CWU”, “University”) is a publicly assisted university located in Ellensburg, Washington, 100 miles east of Seattle. CWU serves students at a residential campus in Ellensburg and at six university centers located on community college campuses throughout the state.

About 10,000 full-time equivalent students attend the university, 1700 of whom attend one of six satellite campuses located in, Des Moines, Lynnwood, Lakewood, Moses Lake, Wenatchee, and Yakima; and two Instructional Sites located in Sammamish, and at the Joint Base Lewis-McChord. CWU has approximately 1,400 faculty and staff located at the various facilities. Ninety-five percent of CWU students are Washington residents.

The exceptionally beautiful and well-maintained residential campus occupies 367 acres in Ellensburg, in the center of rural Kittitas County, which is itself situated in the geographic center and more arid part of the state. The Ellensburg campus has 56 academic and 32 auxiliary buildings. Further information about the university may be found at the following web site: www.cwu.edu.

The Dining Services and Catering at CWU are self-operated. Both are part of the Business and Financial Affairs Division. Dining Services operates Breeze Thru, Jimmy B’s, Cat Trax West, Cat Trax East, The Bistro, The Village, Northside Commons, Coach’s, Tunstall Commons, SURC Catering Kitchen, Holmes Dining Hall and Concessions. These locations are noted on the campus map (Appendix P).

Dining Services serves a wide variety of customers, including approximately 2000 students living in the residence halls, faculty/staff, community members, and invited guests of the University. Dining Services offers a wide variety of Ala Carte dining options daily from 7 A.M to 11 P.M with shortened hours on the weekends.

- 2.2 Intent:** CWU Dining Services seeks proposals from qualified vendors to provide fresh whole bean and ground coffee and fresh whole bean espresso for multiple coffee bars, and to provide the necessary grinding, brewing & dispensing equipment as outlined in the specifications. CWU Dining Services requests the responding vendors indicate on the **Appendix A, Coffee Product Specifications**, the products, and their cost based on a minimum of ONE delivery per week to the Dining Warehouse, either direct or through a broad-line distributor. CWU does not guarantee a specific sales volume under this RFP. Should it be deemed advantageous to the University, awards may be issued to multiple vendors.

- 2.3 Term of Contract:** The term of this contract shall be for a period of three (3) years with the option to renew each year for an additional four (4) years, at the agreement of both parties, not to exceed a total of seven (7) years. The anticipated term of the new three-year contract is July 1, 2022 thru June 30, 2025.

- 2.4 Evaluation and Award of a Contract:** The University will award a contract based on price, adherence to specifications outlined in section #4, the responses of the Vendors required in Section #5 of this solicitation, and taste test results. Vendors under consideration may be invited to interview. All costs associated with interviews will be the responsibility of the vendor. Points earned during evaluation of bid submittals may be adjusted following the interviews. Section #6 details the award criteria.
- 2.5 Confidentiality:** All information specifically requested in this RFP is subject to Public Disclosure and available after contract execution. Providers may request that specific additional portions of their submittals be considered exempted from disclosure pursuant to RCW 42.56.210; however, the University makes no assurances that such materials will be held in confidence after contract execution if they are not deemed qualified for exemption by the University. Any submittals that are a determining factor in award of a contract will be subject to disclosure.
- 2.6 Other Institutions Eligible for Purchase:** This solicitation is being issued by Central Washington University (The Lead Institution) pursuant to the Interlocal Cooperative Act, RCW 39.34. This solicitation offers the bidder an opportunity to make any resulting contract available to members of the Washington Institutions of Public Higher Education (WIPHE). Appendix K 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 K.
- 2.7 University Parking:** Enclosed for your information is a campus map (Appendix O) on which you will see the CWU Parking/Information Kiosk located in parking lot C-9 near the Welcome Center off of University Way. Visitors to campus should stop at the Kiosk and/or Welcome Center for directions and parking information. The University is not responsible for parking infractions/violations incurred by visitors.

SECTION #3 GENERAL INSTRUCTION FOR VENDORS

3.1 Applicable Dates:

Issue Request for Proposals:	March 29, 2022
Letter of Intent-to-Participate (Mandatory):	April 12, 2022, 3PM
Questions Due:	April 12, 2022, 3PM
Answers to Questions Emailed to Vendors:	April 15, 2022
Proposals Due:	April 26, 2022, 3PM
Taste Testing:	TBD

The University reserves the right to revise this schedule.

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

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

3.4 Letter of Intent-to-Participate: Vendors wishing to participate in this RFP must submit a Letter of Intent-to-Participate in the bid. **Failure to submit this letter as required will disqualify vendors from further participation in the bid process.** The letter must be received by the date and time provided in the schedule found in Section 3.1, Applicable Dates, of this RFP, 3:00 P.M. local time, Ellensburg, WA.

Vendors are encouraged to email the Letter of Intent-to-Participate to Sharon.Cowdery@cwu.edu. If faxed, the number is (509) 963-2871. If mailed, the address is Central Washington University; Purchasing Department; Attn: Sharon Cowdery; 400 E University Way; M/S 7480; Ellensburg, WA 98926-7480.

3.5 Preparation of Responses: Responses to the 'REQUIREMENTS OF ALL VENDORS' must be formatted to correspond numerically to the requirements listed in Section #5. Emailed responses must use University forms where provided and should be formatted for 8.5" x 11" paper, signed, saved and submitted as a PDF document. Mailed or hand delivered 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 vendor's name must appear on each page.

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

- 3.7 Number of Copies:** If emailed, one (1) completed copy. If mailed or hand-delivered, three (3) complete copies of the response and one (1) electronic copy must be submitted. All materials become the property of the University upon receipt in the Purchasing Office.
- 3.8 Multiple Responses:** Vendors 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 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.
- 3.10 Questions and Communication via Designated Contact:** All communications and/or questions in regard to this request must be in writing. Vendors are encouraged to either Email the Purchasing Office at Sharon.Cowdery@cwu.edu or fax questions to (509) 963-2871. If mailed, the address is as follows: Central Washington University; Purchasing Department; Attn: Sharon Cowdery; 400 E University Way; M/S 7480; Ellensburg, WA 98926-7480. In either case, please reference the RFP number found on the cover page of this solicitation. Under no circumstances should vendors contact University personnel outside of the opportunity provided herein. VERBAL REQUESTS FOR INFORMATION OR CLARIFICATION WILL NOT BE HONORED.
- 3.11 Deadline for Submitting Questions:** Questions must be received no later than the date and local Ellensburg time identified in section 3.1 of these instructions. No further questions will be answered after that date. The University will provide a copy of all vendors' questions and corresponding University responses to all vendors who have submitted the required "Letter of Intent-to-Participate".
- 3.12 Submitting Responses:** Vendors must submit their responses to the Central Washington University Procurement Office by email, mail or hand-delivery (not by fax). If mailed or hand-delivered, all responses must be sealed in an opaque box or envelope with the name and address of the vendor appearing on the outside of the box or envelope. The outside lower left-hand corner must state the title of this solicitation, bid reference number, and the opening date.

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 of this RFP. Late responses will not be reviewed. The method of delivery will be at the discretion of the vendor and will be at the vendor'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 service, either within or outside the University. Receipt by any other office or mailroom is not equivalent to receipt by the Purchasing Office.

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

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

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

If hand-delivered, must be by appointment only (please contact Sharon Cowdery), the physical location is:
Central Washington University
Procurement Office
Mitchell Hall, 2nd Floor
Ellensburg, WA 98926-7480

- 3.13 Late Responses:** Any response received after the date and time specified in Section 3.1, Applicable Dates, will not be reviewed.
- 3.14 Clarification of Responses:** As part of the evaluation process, vendors 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 vendors be allowed to make any changes to their responses after the deadline for submission.
- 3.15 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.
- 3.16 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. All invoices must reference the correct Central Washington University Purchase Order number.
- 3.17 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 Vendor 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.

3.18 Minority and Women's Business Participation: The following voluntary numerical MWBE participation goals have been established for this RFP:

Minority Business Enterprises (MBE's): 10%
Woman's Business Enterprises (WBE's) 10%.

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 M)**. Vendors may contact the following resources to obtain information on certified and registered diverse business:

- The Office of Minority and Women's Business Enterprises: 360.664.9750 or www.omwbe.wa.gov,
- For small business information: Servando Patlan, Business Diversity and Outreach Manager at the Washington State Department of Enterprise Services: 360.407.9390 or servando.patlan@des.wa.gov,
- The Department of Veterans' Affairs: 360.725.2169 or www.dva.wa.gov

3.19 Insurance Requirements: 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.

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, 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.

Employers Liability (“Stop Gap”) Insurance

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

Additional Provisions

Above insurance policy shall include the following provisions:

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

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

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

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

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

Worker's Compensation Coverage

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

3.20 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.

3.20.1 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 3.11 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.

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

- Arithmetic errors were made in computing the score.

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

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

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

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

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

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

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

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

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

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

SECTION #4 SPECIFICATION GUIDELINES

- 4.1 Guidelines:** 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 is to be used.

4.1.1 Definitions:

- CWU-DS: Central Washington University Dining Services
- VENDOR: The respondent awarded the bid.
- DELIVERY: Either direct delivery by vendor or through a broad-line distributor. Includes transportation to CWU-DS and off-loading products to designated receiving location(s) prior to inspection and acknowledgement of receipt by CWU-DS staff.
- PRODUCT: Coffee (ground or whole bean) products available through the VENDOR.

- 4.2 Overview of Bid:** This bid covers the sale of fresh ground and whole bean coffee products (both regular and decaffeinated) by VENDOR to CWU-DS, and at a minimum VENDOR providing at no additional cost the grinding, brewing and dispensing equipment requirements for all CWU-DS locations including Breeze Thru, Jimmy B's, Cat Trax West, Cat Trax East, The Bistro, The Village, Northside Commons, Coach's, Tunstall Commons, SURC Catering Kitchen, Holmes Dining Hall and Concessions.

The contract resulting from this bid will be between CWU-DS and the VENDOR and cannot be re-assigned. The contract resulting from this bid shall in no way limit the serving of other beverage products by CWU-DS or prevent CWU-DS from any future license arrangement. **A sample evaluation form on which all bid responses will be scored is included as Appendix I.**

- 4.3 Product Specifications and Guidelines:** CWU-DS wants to provide quality coffee to our customers at all campus dining locations including at a minimum:

- Regular ground roast coffee – Light Style Roast (American)
- Regular ground roast coffee – Dark Style Road (French)
- Certified Organic Fair Trade coffee
- Whole Bean Regular Espresso
- Whole Bean Decaffeinated Espresso
- Certified Organic Fair Trade Espresso

PRODUCT is to be freshest available from the VENDOR and produced in such a manner as to result in a reasonable shelf life. PRODUCT must be marked with either a pull date or manufacturer date, thereby indicating the vendor's acceptable shelf life of the PRODUCT. PRODUCT must be properly packed in quality bags that have high barrier qualities with respect to oxygen and moisture, to ensure quality beverages upon use. PRODUCT is to be produced and sold in conformity with all state, federal and local laws and regulations. PRODUCT shall not be items that have been "returned by" other

customers or have been processed an unusually long time before delivery. Nutritional information must be available for all PRODUCT referenced in this bid.

CWU-DS reserves the right to add, delete or modify product specifications. In the event that any item specified above becomes temporarily unavailable, substitution may be made only with prior approval from the CWU-DS contract administrator or their designee.

All bid respondents must indicate specific information related to blends of coffee being bid and their level of roasting in **Appendix A, Product Specifications/Pricing; Appendix B, Additional Coffee Blends/Pricing; and Appendix G, Coffee and Tea Beverages/Drink Enhancement Products/Pricing.**

Where no exact specifications are made, it is expected that only the best commercial practice is to prevail and that only quality materials and workmanship are to be used. Any deviation from the specifications shall be stated on the returned bid. Failure to conform to the specifications listed herein may result in rejection of VENDOR'S future bids on products in question.

- 4.4 Quantity:** Specific quantities listed in the **Appendix A, Product Specifications/Pricing** are estimates of annual usage and will be used for evaluating overall pricing submitted by bid respondents.
- 4.5 Pricing:** Product pricing quoted should be for direct delivery or broad-line distributor to the Food Warehouse in Ellensburg (*F.O.B. Destination – CWU Warehouse Location*). Orders will be placed directly with the VENDOR or Distributor by CWU-DS warehouse staff. The location of the Food Warehouse is 413 N. Railroad Ave. Ellensburg, WA 98926.

Changes to the price of fresh ground and whole bean coffee products will be subject to the following terms: Changes in base Producer Price Index for Roasted Coffee from November 2021 will be considered sufficient basis for annual product price increase or decrease. Producer Price Indexes will be reviewed annually from initial date of contract, for verification and justification for pricing increases or decreases. A twenty-one (21) day written notice is required prior to any price increase or decreases taking affect. Changes in PRODUCT pricing must be supported with backup documentation indicating the reasons for and the amount of price increase (copy of index price increase is based on).

- 4.6 Ordering:** VENDOR will work with CWU-DS warehouse & management staff to set up an efficient and expeditious ordering system. All bid respondents must indicate specific information related to process for ordering PRODUCT in **Appendix C, Ordering Information.**
- 4.7 Deliveries:** VENDOR must be familiar with the receiving and storage facilities for CWU-DS. All product deliveries are to be made under strict sanitary conditions by the VENDOR's own vehicle, approved delivery service or broad-line distributor. Deliveries are to be made in quantities as required by the University and in accordance with State

Laws related to the handling of fresh food products. Orders must be delivered to the CWU- DS Food Warehouse. A minimum of ONE scheduled delivery is to be made each week. Deliveries shall be made between the hours of 7:00 AM and 2:00 PM Monday through Friday, unless other arrangements have been agreed upon. VENDOR must be able to respond within a maximum of 48 hours the delivery of additional PRODUCT to correct a shortage related to a regular scheduled delivery or meet an unexpected need for additional PRODUCT. All bid respondents must indicate specific information related to delivering PRODUCT in **Appendix D, Delivery Information**.

Specific PRODUCT cannot be substituted without the permission of CWU-DS. If substitution occurs, the VENDOR will be required to supply goods of equal-or-better quality. If the substitution does not meet CWU-DS quality and cost standards, CWU-DS reserve the right to return the products and to obtain them from an alternate supplier.

4.8 Inspection and Acceptance:

Inspection: PRODUCT will be inspected for compliance to appropriate specifications (count, condition/content, weight, grade and pack) prior to acceptance.

Defective Products: In the case of any PRODUCT being defective in material or in workmanship, or otherwise not in conformity with the PRODUCT description/specification, CWU-DS will contact the VENDOR to notify them that the PRODUCT is/are being rejected. CWU-DS will work with the VENDOR on replacing the rejected PRODUCT. Rejected PRODUCT shall be removed promptly and replaced at the expense of the VENDOR.

Costs Charged Back to Vendor: CWU-DS reserves the right to charge back to the VENDOR, costs resulting from having to remove rejected PRODUCT from campus location(s) or excess costs resulting from buying on the open market, replacement PRODUCT for up to the amount of the PRODUCT rejected under the purchase order agreement.

4.9 Invoices and Monthly Statements: VENDOR shall leave with each delivery an itemized packing list/invoice bearing the VENDOR'S name. Packing list/invoice must have accurate line item pricing and be neat and easy to read. Packing lists/invoices will only be considered valid when they contain or can be associated with the signature of Dining Service's personnel acknowledging that the products were received in the proper condition and quantity ordered. All monthly statements must reference the correct Central Washington University purchase order number. VENDOR must have in place a system to effectively deal with product shortages or rejected product and the credits that result from such situations.

4.10 Equipment Specifications and Guidelines: All brewing/dispensing equipment for fresh ground coffee to be provided by the VENDOR must be capable of brewing and dispensing the quantities of quality beverage required to meet consumer demand at each

campus location. Detachable dispensing units that can hold brewed coffee at proper temperatures are acceptable. Bid responses will be evaluated on the quality and overall appearance of the proposed brewing/dispensing equipment and how long the equipment can effectively hold brewed coffee products. All electrical equipment supplied by VENDOR must be UL approved. The VENDOR will be responsible for matching cord cap ends on equipment so they are compatible with the existing outlets in all locations and for making the proper water connections from the supplied water source(s).

As fresh ground coffee business demands change on campus, the VENDOR will be required to work with CWU-DS on the placement of new machinery or replacement of existing machinery. All brewing/dispensing equipment shall remain the property of the VENDOR and will be maintained by the VENDOR during the length of the contract.

CWU-DS currently owns all of the grinding/dispensing equipment for espresso PRODUCT. Vendor **may** provide grinding/dispensing equipment for espresso PRODUCT at no additional charge. If VENDOR requires specific equipment to grind/dispense their espresso PRODUCT, VENDOR **must** provide equipment at no additional charge as part of the contract. Equipment provided by VENDOR would remain the property of VENDOR during length of contract. If VENDOR does not provide grinding/dispensing equipment for espresso PRODUCT, they will be expected to assist CWU-DS in developing specifications for purchasing quality espresso equipment for future service expansion or equipment upgrades. Each Vendor must answer specific questions pertaining to espresso equipment in Section 5.8, Brewing/Dispensing Equipment.

The VENDOR must have all equipment installed and operating within two (2) weeks of the contract being signed and accepted by both the VENDOR and the University. VENDOR will coordinate installation with the Director of Dining Services or the designated member of Dining Services management staff who will serve as Contract Coordinator during the term of the contract, so priority needs are met. The VENDOR will be expected to keep all equipment in satisfactory operating condition during the term of the contract. All brewing/dispensing equipment must be checked a minimum of once per quarter (quality assurance check) to ensure the best operating conditions. The VENDOR must repair or replace inoperative brewing/dispensing equipment within 48 hours of notice of equipment malfunction.

- 4.11 Education and Training:** The VENDOR must initially train all designated university staff in the proper brewing of all PRODUCT and the proper maintenance and cleaning of brewing and dispensing equipment for fresh ground coffee and espresso. The VENDOR shall provide additional training to university personnel as new employees are hired or if either CWU-DS or VENDOR determine training on specific topics/issues is required. CWU-DS and the VENDOR jointly share the responsibility of ensuring that university staff is knowledgeable on how to properly work with all PRODUCT. An annual training calendar that outlines planned training will be established by the Contract Coordinator for CWU-DS and the designated training representative for the VENDOR.

VENDOR will play an active role in educating the campus community about coffee beverages and social issues related to coffee (issues such as Fair Trade Certified Coffee, Shade Grown Coffee, Mountain Grown Coffee, and Organic Coffee). The goal of the education process is to increase consumer awareness and knowledge of issues related to coffee and to increase the consumption of coffee products on campus by allowing customers to taste different products and soliciting their feedback on which products they would like to see served at campus dining locations.

- 4.12 Marketing/Merchandising:** The VENDOR must supply: a) acceptable signage and/or marketing funds to build awareness and loyalty to brand/image of PRODUCT, b) POS materials to market brand/image, c) POS materials designed to improve product consumption, and d) Additional branded product to be sold at each venue to include mugs, hot/cold cups, and other marketed/branded materials. Final decision on the types of marketing materials utilized will be the responsibility of CWU-DS Management Team with input from the VENDOR marketing representative. CWU-DS's goal is that the campus community is continually educated about PRODUCTS and PRODUCTS are effectively marketed throughout the CWU campus.

CWU-DS currently uses a sustainable hot cup for serving coffee drinks. VENDOR logo may be incorporated into cups and/or sleeves printed as a way to continue to market customer awareness of coffee brand/image served on campus but VENDOR will be responsible for providing at least 50% of the cost of branded/logo cups and/or sleeves upon approval of CWU-DS. Each Vendor must answer specific questions related to cups in section 5.11, Marketing/Merchandising.

Final marketing and merchandising decisions will be at the discretion of CWU-DS with the support of the Auxiliary Marketing department.

- 4.13 Review of Service and Products:** Designated personnel from VENDOR will be required to meet with Contract Administrator a minimum of once every quarter (3 month period) on the CWU campus to review service to CWU-DS, PRODUCT, customer service issues, marketing and training issues, and any other product or service related concerns of both parties. A mutually agreed upon meeting schedule will be established upon award of the contract. The Dining Services Contract Administrator will be responsible for coordinating and hosting the meeting. In addition VENDOR will meet with designated CWU-DS staff for one annual business review meeting. At this annual meeting VENDOR will provide sales and supply data and other reporting items for review for the year.

- 4.14 Additional Coffee Blends, Tea Beverages and Drink Enhancements Products:** CWU-DS currently purchases specialty coffee blends, hot/iced tea products, chocolate syrup, flavored syrups for drinks, and beverage cups from other vendor sources. VENDOR must outline proprietary products that they require as part of their beverage program; highly recommend the use of with their beverage program; or can make available for purchase as a convenience to CWU-DS. Each Vendor must answer specific questions related to these types of products in Section 5.12, Additional Coffee Blends,

Tea Beverages/Drink Enhancement Products. VENDOR must also provide pricing for products in this category that they wish to propose to CWU-DS on **Appendix G, Coffee and Tea Beverages and Drink Enhancement Products/Pricing**. Products may also be listed on **Appendix H, Retail Coffee and Novelty Products/Pricing** as part of requirement of Section 5.14, “Products for Retail Sale”.

- 4.15 Design/Layout Assistance:** VENDOR must be able to provide technical assistance in reviewing the layout and setup efficiency of current espresso bars and coffee stations as well as assist CWU-DS on the design of any new espresso/coffee services that will be added to the dining locations during the term of this contract. VENDOR may also be asked to provide assistance with the specification and purchase of brewing and dispensing equipment not provided as a condition of this contract.
- 4.16 Products for Retail Sales:** CWU-DS recognizes the potential sales opportunity for selling consumer size packages of VENDOR PRODUCT and branded novelty items at espresso bars and other retail dining locations. VENDOR must be able to offer PRODUCT attractively packaged for customer purchase. All products must include UPC for scanning at Point of Sale systems. Pricing for consumer size packages of VENDOR PRODUCT along with specific novelty items that promote the brand/image of the coffee program must be listed on **Appendix H, Retail Coffee and Novelty Products/Pricing**.

CWU-DS will work with VENDOR on development of a proprietary CWU blend of roasted coffee to be so labeled and available for sale in retail dining locations on campus and at Alumni events. This would be a possible fund raising item for Student scholarships. Specific questions pertaining to custom logo PRODUCT is contained in 5.14, Products for Retail Sales.

- 4.17 Evaluation and Cancellation of Contract:** In order for the contract to be mutually beneficial to both parties, a high degree of TRUST must exist at all times between the VENDOR and the University. VENDOR’S performance in adhering to the Terms, Conditions and Spirit of this contract will be constantly evaluated. 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’ 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.

SECTION #5 REQUIRED RESPONSES OF ALL VENDORS

5.1 Requirements:

Vendor must complete and return the required pages from this bid document listed below in Section 5.2. Vendor must submit the remaining information requested in Sections 5.3 – 5.14 on separate Company Letterhead. The information must be presented in a clear, concise, and formatted to correspond numerically with items listed below. Failure to adequately respond to all items in this section may be deemed as sufficient reason to disregard any response.

5.2 Required pages from bid document to be returned with proposal:

- Section #1 - Bid Checklist & Bid Submittal Page
- Appendix A - Coffee Product Specification/Pricing
- Appendix B - Additional Coffee Blends/Pricing
- Appendix C - Ordering Information
- Appendix D - Delivery Information
- Appendix E - Brewing/Dispensing Equipment
- Appendix F - Brewing/Dispensing Equipment Supplies/Pricing
- Appendix G - Coffee and Tea Beverages and Drink Enhancement Products/Pricing
- Appendix H - Retail Coffee and Branded Novelty Products/Pricing
- Appendix L - Vendor Diversity Plan

5.3 Product Specifications

- Indicate specifications for each PRODUCT listed in **Appendix A, Coffee Product Specifications/Pricing**. For each blend, include:
 - the origin of coffee bean(s) and the style of roast.
 - the age of coffee beans used in PRODUCT. Indicate if the coffee beans are from the current year's crop or if it is aged. If coffee beans are aged, indicate how old beans are prior to roasting.
 - describe roasting process followed by your company. Indicate how large a batch of coffee beans will be roasted at one time.
 - indicate the timeline from the completion of roasting to grinding and/or packaging.
 - indicate the PRODUCT age in hours from final roasting & packing to delivery at CWU Food Warehouse.
 - Indicate the type of packing bag used to hold finished product.
 - Indicate method of packaging on PRODUCT bid (vacuum pack, bulk pack, loose pack, etc.).
 - Indicate the maximum shelf life of unopened packed PRODUCT.
 - Indicate the optimum storage method your company recommends for storing unopened PRODUCT.
 - Indicate the optimum storage method your company recommends for storing opened PRODUCT.
 - Describe the process your company utilizes to de-caffeinate coffee.

- Describe your company philosophy on relationship between age of roasted ground or whole coffee beans and quality of beverage they produce.
- Describe characteristics and qualities of types of coffee beans purchased by your company based on their origin.

5.4 Product Pricing

- Provide pricing for PRODUCT listed in **Appendix A, Coffee Product Specifications/Pricing.**
 - Indicate if your company will offer a discount for prompt payment, i.e., N/10.
 - Indicate if your company will offer a discount or financial rebate if the total poundage of coffee products used on campus exceeds goals established for each academic year.
 - Indicate if your company allows a menu mention allowance or rebate per pound of product purchased.
 - Include all incentives available to CWU as part of proposal.

5.5 Ordering

- Indicate if your company has an electronic ordering system. If YES, explain if and how it will interface with Computrition, the inventory/menu management system used by CWU-DS.
- Describe the technical support your company provides to ensure the ordering process works efficiently.
- Indicate if your company offers purchasing through a broad-line distributor.

5.6 Deliveries

- Describe your procedures for returns, shortages, and special deliveries. Include information about who should be contacted to arrange returns, correct product shortages, or initiate special deliveries. Please indicate your response time.
- Indicate delivery procedures you have established to maintain products at the proper temperature/condition until received by the customer.
- Indicate situations in which substitutions may take place and what your company's procedure is on making substitutions to customers.
- Indicate how your product will be delivered: a) by your own company vehicle, b) by delivery service, c) broad-line distributor or d) other.

5.7 Invoices and Monthly Statements

- Describe your procedure for issuing credit vouchers on product returns or correcting account discrepancies.
- Provide contact details including phone number for who to contact for assistance with credit invoices/account discrepancies.
- Provide a sample invoice with bid response

5.8 Brewing/Dispensing Equipment

- Indicate how your company will keep all equipment in satisfactory condition. Indicate typical response time from placing service call to time equipment is operational.
- Describe factors that determine when brewing/dispensing equipment needs to be replaced.
- Indicate if your company will provide grinding and brewing/dispensing equipment for espresso operations. Indicate if equipment will be provided at no charge, or for a monthly/annual lease or rental fee, or available for purchase through your company.
- Indicate if your company will provide maintenance service on CWU-DS owned espresso equipment. Include costs for maintenance labor and replacement parts.
- Indicate if your company prefers the use of automated espresso equipment. If yes, indicate why. If yes, indicate if CWU-DS will be required to utilize this type of equipment in its espresso operations.
- Indicate if your company will provide loaner espresso equipment in the event that CWU-DS equipment malfunctions. If yes, please indicate if there would be a charge and indicate what your response time would be.
- Indicate if your company will provide a phone number to report equipment malfunctions seven (7) days a week during dining service hours.

5.9 Service/Product Review

- List three (3) references of accounts of comparable size that are serviced by VENDOR. Include company name, contact person and phone number.
- Describe specific services you would provide CWU including promotional programs available, professional training for staff, and support for scheduling and planning food shows, and other event support as requested.
- Indicate if your company requires a type of “Mystery Shopper” program to periodically review PRODUCT and service. Indicate if your company would be responsible for establishing and funding program or if this would be CWU-DS responsibility.
- Indicate your company’s approach to reviewing consumption data and planning to increase per capita consumption.
- Indicate if your company has a HACCP plan.
- Indicate if your company maintains data on shipments received at your warehouse that CWU-DS could access if necessary.

5.10 Education and Training

- Outline your company's training priorities and how the initial program training will be structured. Include a proposed time line for completing the initial training.
- Indicate the staff member from your company who will perform initial staff training. Please include their name, background and phone number.
- Indicate type of training materials your company staff would utilize in training CWU-DS staff for properly making coffee drinks (both drip and espresso) and maintaining equipment in peak operating condition. Successful Vendor will be asked to show training materials prior to final award of bid.
- Indicate the staff member from your company who will perform and provide follow up on all future training needs. Please include their name, background and phone number.
- Indicate if your company has a staff member available for speaking engagements to students and/or staff groups about coffee related issues. Include their name, background and phone number.
- Indicate if your company could demonstrate the roasting process as an educational tool on campus.
- Indicate if your company will be able to offer CWU-DSD staff and CWU Students the opportunity to tour company facilities where coffee beans are handled and roasted for the different blends of coffee.
- Indicate at what discount or cost CWU-DS staff and students in Family, Consumer Science and Nutrition Department classes would incur for attending coffee shows and workshops/presentations in which your company participates.
- Indicate what kind of recognition your company will provide CWU-DS staff to acknowledge the level of training/expertise they have achieved.

5.11 Marketing/Merchandising

- Indicate type(s) of marketing support (marketing funds, custom signage, Point of Sale materials) your company can provide to promote PRODUCT.
- Indicate what specific signage your company will provide for our current and future cafes to create a fun atmosphere, promote product, and clearly display prices.
- Provide the name(s) and contact phone/email for VENDOR staff who will work with CWU-DS Contract Administrator and Management to introduce new products.
- Indicate if your company requires that a custom printed cup be purchased and used with all coffee beverage products. If yes, has the cup been approved as compostable by Cedar Grove Composting and the Compost Manufacturing Alliance (CMA)?
- Indicate if your company requires that a logo or brand name be printed on customer custom printed cups.
- Indicate if your company offers for sale custom printed cups. (Indicate information on **Appendix G, Coffee and Tea Beverages and Drink Enhancement Products/Pricing**).
- Indicate if your company would provide camera ready artwork for brand name or

logos to be printed on future custom printed cups ordered by CWU-DS.

- Provide name(s) and contact phone/email for VENDOR staff who will help develop marketing plans and plan special events for each quarter of the school year.
- Indicate if your company would be willing to provide donated coffee products to support student sponsored activities on campus (provide specific amount of product(s) or total dollar value).
- Indicate if your company can provide camera ready artwork for CWU-DS generated marketing materials.
- Indicate if your company will pay for ads in local campus newspaper to promote brand/image of PRODUCT.

5.12 Additional Coffee Blends, Coffee and Tea Beverages and Drink Enhancement Products

- Provide a list of additional coffee blends that your company could provide on **Appendix B, Additional Coffee Blends/Pricing**. Include the name of blend, the origin of beans utilized and the roasting style.
- List all miscellaneous beverages (tea blends –hot or cold) and drink enhancement products (syrups, sugar, creamer, flavoring, nutritional supplements, disposable cups) that your company would be able to provide on **Appendix G, Coffee and Tea Beverages and Drink Enhancement Products/Pricing**. Make additional copies of form if needed.
- Indicate if any additional equipment is necessary to work with any of the products mentioned in **Appendix G, Coffee and Tea Beverages and Drink Enhancement Products/Pricing**. Indicate if this equipment will be provided at no additional charge or if there will be a fee.

5.13 Design/Layout Assistance

- Indicate if your company can provide technical assistance in evaluating the current layout and efficiency of existing espresso bars/coffee stations and the design of new service locations. Provide name and contact phone/email for VENDOR staff who would be responsible for providing this assistance.
- Indicate if your company can provide workspace drawings showing equipment layout and product flow. Indicate drawings would be either hand drawn, or computer generated.

5.14 Products for Retail Sales

- Indicate your company's interest in working with CWU-DS to develop and market a proprietary coffee blend for retail dining locations and Alumni events (sales would help provide scholarships to CWU students) and explain development process.
- List available sizes of retail packages of PRODUCT and any branded glassware or novelty items that would promote the brand/image of your company's PRODUCT on **Appendix H, Retail Coffee and Novelty Products/Pricing**.

5.15 TASTE TESTING EVENTS

Mandatory Coffee and Espresso Taste testing are required by CWU, on the Ellensburg campus in the SURC. First will occur the coffee taste testing portion of the bid which will not require vendors to come to campus. The 2-3 finalists identified through the complete RFP evaluation process, will be invited to campus to provide a cupping event for the Final Phase Tasting (5.15.3) section followed by a formal presentation by each VENDOR.

- Per Washington State competitive bid regulations, no product samples or novelty gift items may be handed out before, during, or after the taste test
- CWU-DS will provide a blind setup including carafes and generic cups for the coffee taste test (5.15.1) section, final phase (5.15.3) will include invited VENDORS to campus for an in-person tasting
- Each evaluation member and consultant must fill out accompanying documentation for tasting event (appendix J)
- Each evaluation member and consultant must return scoring documentation to the scoring team for review

Section 5.15.1 Coffee Taste Test

- Each VENDOR must supply PRODUCT and indicate portion size for brewing by mail, for up to 50 people
- Each VENDOR must submit:
 - Two (2) blends of regular ground coffee for up to 50 people
 - One (1) blends of de-caffeinated ground coffee for up to 50 people
 - One (1) blend of an organic fair trade ground coffee for up to 50 people
- Each VENDOR must indicate brewing specifications if necessary
- CWU-DS will provide each evaluation member and consultants an accompanying document for tasting event (appendix J)
- Each evaluation member and consultant must fill out accompanying documentation for tasting event (appendix J)

Section 5.15.2 Coffee Beverage Tasting from finalist (2-3 VENDORS)

- Members of the evaluation team and invited campus partners may request one of four (4) 8oz. single shot drink for a broader evaluation based on popular demand, up to 40 people
 - Americano
 - Plain latte
 - Vanilla latte
 - Mocha
- Each VENDOR must supply PRODUCT and indicate portion size for brewing by mail, for up to 40 people

- CWU-DS will provide each evaluation member and consultant an accompanying document for tasting event (appendix J)
- Each evaluation member and consultant must fill out accompanying documentation for tasting event (appendix J)

Section 5.15.3 Final Phase Espresso Taste Test

- Each VENDOR will provide a coffee cupping of each blend during a taste test with CWU invited focus group
 - Each VENDOR must provide specifications settings on CWU-DS espresso grinders for cupping event
 - Each VENDOR must supply all specific cupping equipment for up to 12 people, including but not limited to:
 - Cupping cups, cupping spoons, scales, timers
 - CWU-DS will provide: grinder, hot water, and blind taste test area
 - Due to liability, NO VENDOR will be able to operate any equipment of CWU-DS
- Each VENDOR must supply:
 - One (1) Espresso Blend for up to 12 people
 - One (1) de-caffeinated Espresso Blend for up to 12 people
 - One (1) Organic/Fair Trade Espresso Blend for up to 12 people
- CWU-DS will provide each evaluation member and consultant an accompanying document for tasting event (appendix J)
- Each evaluation member and consultant must fill out accompanying documentation for tasting event (appendix J)

Each finalists VENDOR will be required to provide a formal presentation and provide marketing materials to the CWU focus group on the CWU campus in Ellensburg within the SURC following final phase of tasting event. During this presentation the VENDOR must present on sustainability efforts and how to engage training efforts with full-time CWU-DS staff and student employees on the CWU campus.

SECTION #6 AWARD/EVALUATION CRITERIA

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

- Demonstrated understanding of issues related to providing fresh ground coffee for brewing and fresh whole bean espresso and brewing & dispensing equipment for institutions of higher education.
- The experience of the vendor and proposed key individual(s).
- Accessibility of key individual(s).
- Responsiveness of the written proposal to the purpose and scope of service.
- Ability and history of successfully completing contracts of this type.
- All costs, fees, and other associated expenses.
- 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 goods proposed to be supplied, their conformity with specifications, and the times of delivery;
- The ability, capacity, and skill of the bidder to perform the contract or provide the goods/services 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;
- Previous and present compliance by 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 300 points possible. Sample evaluation form is included as Appendix I.

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

APPENDIX A

COFFEE PRODUCT SPECIFICATIONS/PRICING

	American Style Roast Regular Coffee	French Roast Style Regular Coffee	American Style Roast Decaffeinated Coffee	French Roast Style Decaffeinated Coffee		Whole Espresso Regular Bean	Whole Espresso Decaffeinated Bean
Coffee Blend Label					Bean Blend Label		
Description of Blend (Type of Beans) (Style of Roast)					Description of Blend		
Case Pack					Case Pack		
Price per LB					Price per LB		
# oz. ground coffee per 1/2 gallon brewed coffee					# gram/oz. ground bean per single shot brewed espresso		
Computed Cost per 1/2 gallon brewed coffee					Computed Cost per single shot brewed espresso		
Computed Cost per 8 oz. cup brewed coffee					Computed number of shots per lb. whole beans		
Projected Pounds used Annually	1800 LBS	300 LBS	550 LBS	50 LBS	Projected Pounds used Annually	2100 LBS	100 LBS
Estimated Annual Cost					Estimated Annual Cost		

APPENDIX B– ADDITIONAL COFFEE BLENDS/PRICING

Item	Coffee Blend Label	Description of Blend (Type of Beans, Style of Roast)	Case Pack	Price per LB	# oz. ground coffee per 1/2 gallon brewed coffee	Computed Cost per 1/2 gallon brewed coffee	Computed Cost per 8 oz. cup brewed coffee	Comment
1								
2								
3								
4								
5								
6								
7								
8								

APPENDIX C - ORDERING INFORMATION

1. Does your company ship directly or through a broad-line distributor?
2. If orders and delivery are direct, indicate your preferred ordering method: pick up orders, orders phoned in, orders faxed in or orders electronically submitted:
3. Please indicate what day of the week CWU-DS staff must order PRODUCTS and what day of the week your company will deliver or ship PRODUCTS to the CWU Dining Food Warehouse:

	TIME	DAY OF WEEK		DAY OF WEEK
a.	Order by AM/PM on		For delivery/receipt on	
b.	Order by AM/PM on		For delivery/receipt on	
c.	Order by AM/PM on		For delivery/receipt on	

4. List phone number, including toll free number if available, for placing or changing orders:
5. List phone number to be used for faxing orders (if applicable):
6. Indicate name of VENDOR staff who will handle CWU-DS account ordering process:

APPENDIX D - DELIVERY INFORMATION

1. Please indicate the time of day deliveries will be made or received:
2. Please list additional days that deliveries or shipments would be available during a normal workweek (for additional product requests or to correct shortages from regular delivery):
3. Is there a minimum dollar volume required for each delivery to CWU? Yes No . If yes, please list minimum amount _____.
4. Indicate name of VENDOR staff who will deliver CWU-DS orders if shipped on VENDOR vehicle:

APPENDIX E – BREWING/DISPENSING EQUIPMENT

Location	Current Equipment Used	Number in Use	Brewing/Dispensing Equipment Propose be Installed	Model #	Brewing Capacity (8oz cups/hr.)	Maximum Time VENDOR allows brewed product to be held (Hours)
Catering Room - SURC	BUNN TITAN DUAL 39200.0000 3 Gal	1				
Holmes Dining Hall - SURC	FETCO-CBS-52H20 1.5 Gal	2				
Central Market Place - SURC	FETCO-CBS-2031E 64 Oz. Air pots	4				
Cat Trax West - SURC	BUNN AXIOM APS 38700.0013 64 oz Air pots	4				
Cat Trax East - SURC	BUNN BREWWISE DUAL 34600.0004 64 oz Air pots	6				
North Village	BUNN 23001.0051 64 oz. Air pots	4				
Tunstall	BUNN TITAN DUAL 39200.0000 3 Gal	4				
Tunstall – Catering	BUNN TITAN DUAL 39200.0000 3 Gal	2				
Tunstall – The Bistro	BUNN AXIOM APS 38700.0013 64 oz Air pots	2				

APPENDIX E – BREWING/DISPENSING EQUIPMENT (Continued)

Location	Current Equipment Used	Number in Use	Brewing/Dispensing Equipment Propose be Installed	Model #	Brewing Capacity (8oz cups/hr.)	Maximum Time VENDOR allows brewed product to be held (Hours)
North Village Residence Hall	BUNN 23001.0051 64 oz. Air pots	4				
Breeze Thru cafe	BUNN CW15-APS POUROVER BREWER 23001.0062	1				
Coach's Coffee House	BUNN CW15-TC Thermal Carafe System 23001.0040	1				
NORTHSIDE COMMONS	BUNN AXIOM APS 38700.0013 64oz Air pots	1				

APPENDIX F – BREWING/DISPENSING EQUIPMENT SUPPLIES/PRICING

ITEM	TYPE OF BREWER	FILTER REQUIRED	PRODUCT CODE	CASE PACK	PRICE/CS	COST PER FILTER	COMMENTS
1							
2							
3							
4							
5							
6							
7							
8							
ITEM	URN CLEANER		PRODUCT CODE	CASE PACK	PRICE/CS	COST PER PACKET	COMMENTS
1							
2							

APPENDIX G: COFFEE AND TEA BEVERAGES AND DRINK ENHANCEMENT PRODUCTS/PRICING

Item	Coffee or Tea Beverage or Drink Enhancement Products	Description	Case Pack	Price per Case	Price per oz./lb. or ea.	# OZ per 1/2 gallon beverage or ind. drink	Cost of 1/2 gallon beverage or cost of adding to ind. drink	Comment
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

APPENDIX H: RETAIL COFFEE AND BRANDED NOVELTY PRODUCTS/PRICING

Item	Description of Retail Pack or Branded Novelty Item	Ind. Pack Size (if applicable)	Case Pack	Price per Case	Price per item	Minimum Order Quantity (# of ea. or # of cs)	Comments
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

APPENDIX I: SAMPLE OF EVALUATION FORM USED TO EVALUATE BID RESPONSES

Number	Award Criteria	Points Available for Award Criteria	Weight of Award Criteria	Key to Vendor Required Responses	Additional Reference	Points Awarded Vendor Response	Vendor Total Points	Comments on Vendor's Response to Specific Criteria
5.3	Product Specifications	0 to 10	3	6.3	Appendix A, B & G			
5.4	Product Pricing	0 to 30	1	6.4	Appendix A,B,F,G & H			
5.5	Ordering	0 to 10	1	6.5	Appendix C			
5.6	Delivery	0 to 10	1	6.6	Appendix D			
5.7	Invoices & Monthly Statements	0 to 10	1	6.7				
5.8	Brewing/Dispensing Equipment	0 to 10	3	6.8	Appendix E			
5.9	Service/Product Review	0 to 10	3	6.9				
5.10	Education/Training	0 to 10	4	6.10				
5.11	Marketing/Merchandising	0 to 10	4	6.11				
5.12	Additional Coffee Blends, Coffee and Tea Beverages and Drink Enhancement Products	0 to 10	1	6.12	Appendix B, G			
5.13	Design/Layout Assistance	0 to 10	1	6.13				
5.14	Products for Retail Sales	0 to 10	1	6.14	Appendix H			
5.15-5.16	Taste Test	0 to 10	4	6.15	Appendix J			

TOTAL POSSIBLE POINTS AVAILABLE:

300

TOTAL PTS AWARDED

[]

APPENDIX J: SAMPLE COFFEE TASTE TEST PARTICIPANT RATING SHEET: Caffeinated Blend(s)

Thank you for participating in this Coffee Taste Test. Please evaluate ALL the coffees offered that represent the style of product you like to drink. Indicate if you either LIKE or DO NOT LIKE each vendor’s choice of blend. The feedback you provide during this process will be one of the evaluation criteria used to evaluate bid responses from Coffee Suppliers. One company will be selected to provide products, training and service as our Coffee Products Vendor.

Please provide a quick profile of your coffee preferences.

My preference of coffee blend is: A__ Light style roast coffee blend (American Roast)
 B__ Dark style roast coffee blend (French Roast)

I drink: A__ One cup per day
 B__ Two to four cups per day
 C__ Five or more cups per day

CRITERIA	Coffee Vendor A				Coffee Vendor B				Coffee Vendor C				Coffee Vendor D				Coffee Vendor E							
	Light Roast		Dark Roast		Light Roast		Dark Roast		Light Roast		Dark Roast		Light Roast		Dark Roast		Light Roast		Dark Roast					
	Like	Do Not Like	Like	Do Not Like	Like	Do Not Like	Like	Do Not Like	Like	Do Not Like	Like	Do Not Like	Like	Do Not Like	Like	Do Not Like	Like	Do Not Like	Like	Do Not Like				
AROMA																								
TASTE																								

Personal Preference Ranking				
------------------------------------	--	--	--	--

Scale: (1) First Choice, (2) Second Choice, (3) Third Choice, (4) Fourth Choice, etc.

APPENDIX K
**Terms and Conditions Specific to Washington Institutions of Public Higher
Education Cooperative Purchasing**

1. Definitions:

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

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

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

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

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

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

- A. The terms and conditions contained in their entirety in any contract which results through the Lead Institution's solicitation may not be altered except as provided herein, or, unless approved in writing by the Lead Agency's Purchasing Manager.
- B. WIPHE Institutions may at their sole option, individually negotiate only operational provisions specific to the needs of their Institution. These would include agreed arrangements for such operational provisions as delivery, installation, service, and invoicing processes. Such negotiated changes shall not be binding on any other Institution. These changes may, however, bind the bidder to providing similar arrangements to the other Institutions pursuant to any Best Customer provisions of a contract.
- C. WIPHE Institutions shall individually be responsible for their obligations to the awarded contractor pursuant to any purchase associated with this agreement. Likewise, the Vendor shall be responsible for their obligations to the WIPHE Institutions pursuant to this agreement. All reasonable efforts will be made by the Vendor and the WIPHE Institutions to satisfy any breach of these obligations, or, disagreements arising between the individual WIPHE Institution and the Vendor. Resolution may take several forms, including cancellation of specific arrangements between the Vendor and the Institution. Resolutions of any nature shall not have a binding effect on any other Institution.

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

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

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

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

6. WIPHE Cooperative Members:

Four Year Institutions:

Central Washington University, Ellensburg
 Eastern Washington University, Cheney
 The Evergreen State College, Olympia

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

Community and Technical Colleges:

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

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

APPENDIX L
Vendor Diversity Plan

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

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

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

APPENDIX M

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: _____. Contractor agrees to deliver the specified goods and/or to complete performance of the specified services on or before _____, 20___. If applicable, delivery or performance shall commence no later than _____, 20__.

(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 _____ 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. The term of this Agreement shall be from _____, 20__, through _____, 20__. This term may be extended upon mutual written agreement of the parties for additional time periods not to exceed one year each.

3.2 Termination.

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

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

(c) The Agreement may be terminated by either party for a material breach by the other party of that party’s obligation(s) hereunder. In the event of breach, the aggrieved party must provide written notice to the breaching party and allow fifteen (15)

days to cure. If the breach cannot be cured within that time or such longer time as deemed reasonable by the aggrieved party, the Agreement may be terminated immediately by written notice of the aggrieved party. Termination for breach shall not be deemed to limit any of the terminating party's contractual remedies as against the breaching party.

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

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

IV. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

end the provisions of this Agreement are declared to be severable.

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

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

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

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

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

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

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

CENTRAL WASHINGTON UNIVERSITY

CONTRACTOR

Signature Date

Signature Date

Name

Name

Title

Title

APPENDIX N

IN-STATE PREFERENCE/RECIPROCITY

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

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

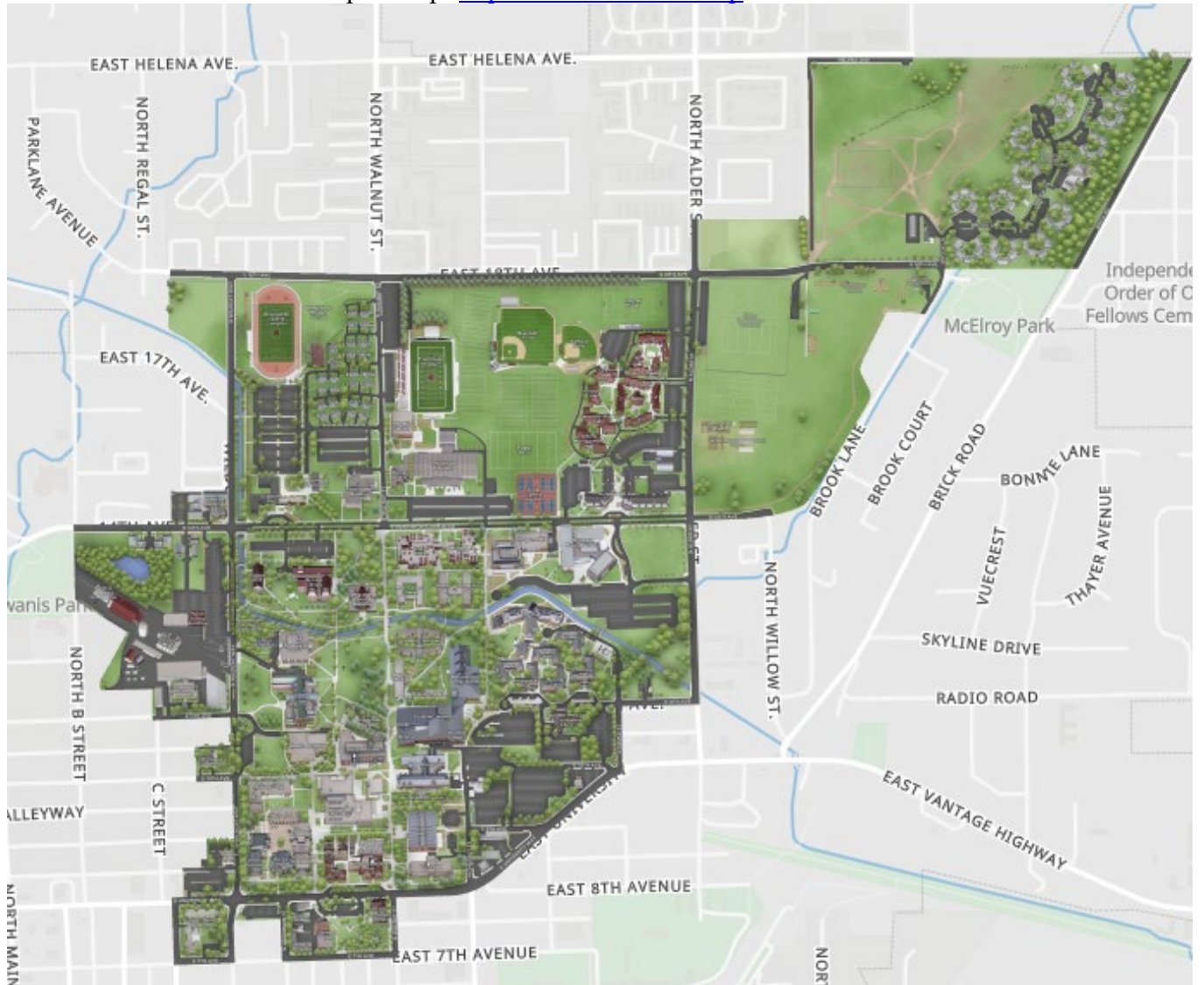
See Link below for preferences & conditions listed by state:

<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.

APPENDIX O – CENTRAL WASHINGTON UNIVERSITY MAP

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



APPENDIX P – CWU CAMPUS DINING & CATERING LOCATIONS

<https://www.cwu.edu/dining/locations>