



CENTRAL WASHINGTON UNIVERSITY

Your future is Central.

REQUEST FOR PROPOSAL 18-006

STEAM CLEANING OF KITCHEN
EXHAUST SYSTEMS

ISSUE DATE:
MANDATORY PRE-PROPOSAL
CONFERENCE AND ON-SITE
VISIT: May 4, 2018
PROPOSALS DUE: May 25, 2018

Return Proposals To:
Central Washington University
Procurement Office, MS 7480
400 E. University Way
ELLENSBURG, WA 98926-7480

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

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

State of Washington's WEBS:
<http://des.wa.gov/services/ContractingPurchasing/Business/Pages/WEBSRegistration.aspx>

OFFEROR'S RFP CHECKLIST

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

1. _____ **Read the entire document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; contract requirements (i.e., contract performance, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the procedures for communication with the University during the RFP process.** All communication during the RFP process must be in writing. Offerors should not contact University personnel outside of the opportunity provided in the document.
3. _____ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the University of any ambiguities, inconsistencies, or errors in the RFP.
4. _____ **Take advantage of the “question and answer” period.** Submit your questions to the Buyer by the due date listed in the “Applicable Dates” sections and view the answers given in the formal “addenda” issued for the RFP. All addenda issued for an RFP are posted on the University’s website and will include all questions asked and answered concerning the RFP.
5. _____ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don’t assume the University or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the University. The proposals are evaluated based solely on the information and materials provided in your response.
7. _____ **Use the forms provided**, e.g., bidders submittal page, reference forms, attachment forms, etc.
8. _____ **Before submitting your response**, check the University’s website at: <http://www.cwu.edu/contracts/current-bid-opportunities> 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: VENDOR CHECKLIST AND SUBMITTAL PAGE

- 1.1 The response to this Request for Proposal (RFP) has been prepared independently, without consultation, communication or agreement with others for the purpose of restricting competition. _____(Initial)
- 1.2 In preparing this response, vendor has not been assisted by any current or former employee of the State of Washington whose duties relate to this response and who was assisting in other than his or her official capacity. Nor does such a person or any member of his or her immediate family have any financial interest in the outcome of this response. _____(Initial)
- 1.3 Vendors under consideration may be asked to provide current, audited financial statements or the equivalent to include at a minimum: an income statement; statement of cash flows; and a balance sheet. This information is subject to disclosure if it is deemed to be a determining factor in the award decision. Vendor agrees to provide this information upon request of the University. _____(Initial)
- 1.4 Respondent has been in business providing Steam Cleaning of Kitchen Exhaust Systems for at least five (5) years. _____(Initial)
- 1.5 Respondent must be an authorized dealer or supplier to work on/service and maintain the existing hood system and be familiar with the mechanical interactions of a Gaylord hood system and automatic hood cleaning system. Yes_____ No_____ (Initial)
- 1.6 Respondent has certifications required by section 901 of the International Fire Code, to include ICC and IKECA certifications and has attached copies of the certifications. Yes_____ No_____ (Initial)

INCLUSIONS: In addition to the ‘VENDOR CHECKLIST AND SUBMITTAL PAGE’, the following documents must be included in your response:

- Section #5: Required Responses
Initial_____.
- Section #6: Pricing Sheet
Initial_____.
- One complete copy of the proposal and one electronic copy, if mailed or hand-delivered.
Initial_____.

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. _____(SIGN) _____(DATE)

Any official correspondence related to this Request For Proposal solicitation shall be directed to the owner, Central Washington University, Procurement Office-M/S 7480, Attn: Mauricio Gonzalez, 400 E. University Way; Ellensburg, WA 98926-7480 or email gonzalemau@cwu.edu; and to the Contractor as noted below:

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

Contractor's Name *and* Address

Contractor's Telephone

Fax Number

Email Address

Federal Tax ID No.

Signature

Date

Washington State Business License Number

SECTION #2: GENERAL INFORMATION

2.1 Purpose of Proposal: Central Washington University intends to contract with a vendor for the steam cleaning of the kitchen exhaust systems for Tunstall kitchen, The Food Truck, The Food Wagon, North Village Café, and the SURC kitchen. Central Washington University hereby declares its intent to schedule the work described within this bid request with the successful bidder. Central Washington University requests that participating vendors provide pricing for the requested services in Section #6.

Stated within this RFP are instructions for submitting the proposal, the procedures and criteria by which a vendor will be selected and the contractual terms by which the University proposes to govern the relationship with the selected vendor.

The purpose of this competitive procurement process is to assist the University in selecting a vendor/vendors who will best meet the University's needs. The RFP provides all interested vendors a means to present their services and abilities for an objective review. The University appreciates your consideration of this RFP and looks forward to receiving your proposal.

2.2 Background : Central Washington University is a publicly assisted university located in Ellensburg, Washington, 100 miles east of Seattle. Central Washington University is actually two universities in one, serving students at a residential campus in Ellensburg and at six university centers located on community college campuses throughout the state.

CWU offers bachelor's and master's degree, and the educational specialist degree. Some signature areas of study at CWU include music, industrial and engineering technology, education, accounting and supply chain management, geology, aviation, paramedics, and field archeology.

About 10,300 students are enrolled at CWU, 1100 of whom attend one of several satellite campuses. Ninety-two percent of CWU students are Washington residents; half of CWU students transferred from another institution and about 25 percent are people of color. About 70 percent of CWU students are from western Washington, with concentrations in King, Pierce, Snohomish, and Yakima counties.

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. Ellensburg and Kittitas County had populations of 15,414 and 33,362 respectively in the 2000 census, although both the city and the county have experienced growth since that time. The nearest neighboring public universities are 100 miles to the west and 170 miles to the east, making the university's location a cultural and academic hub for the central Washington region. The Ellensburg campus boasts 56 academic and 32 auxiliary buildings. In the last decade, the construction of a new science building to house chemistry and biology and a new state-of-the-art music building which includes a 600 seat concert hall and a 300-seat recital hall, along with major remodels to the university's education building and a second science building which will house dry laboratory science disciplines, have added considerable value to the academic facilities inventory. An architecturally stunning 226,000 square foot Student Union and Recreation Center opened in 2006 and has achieved the vision of a place that would serve as the heart of student life on the campus. In addition, major restoration of two historic residence halls has garnered local and state level recognition for the campus.

2.3 Form of Contract : The term of this contract shall be for a period of ONE (1) YEAR with the options to renew each year for an additional SIX (6) YEARS, at the agreement of both parties, not to exceed a total of

SEVEN (7) YEARS. The anticipated start of the new one-year contract is June 1, 2018.

2.4 University Parking: Enclosed for your information is a University map. Visitors to campus should stop at the CWU Welcome Center at the corner of Pearl Street and University Way for directions and parking information. The University is not responsible for parking infractions/violations incurred by visitors.

2.5 WA State Business License Requirement: Business enterprises, whether an individual, partnership or corporation, must obtain a Washington business license in order to do business in Washington State. Application information may be obtained from the Department of Licensing's Internet site: <https://fortress.wa.gov/dol/mls/>.

In addition, all certifications and licenses by the City of Ellensburg, Washington are required.

2.6 Other Institutions Eligible for Purchase:

WASHINGTON INSTITUTIONS OF PUBLIC HIGHER EDUCATION (WIPHE)

This solicitation is being issued by Central Washington University (The Lead Institution) pursuant to the Interlocal Cooperative Act, RCW 39.34, and offers the bidder an opportunity to make any resulting contract available to members of the Washington Institutions of Public Higher Education (WIPHE). Appendix B contains information about the WIPHE cooperative membership and the terms and conditions of such arrangements. There are no WIPHE members committed to participate in this RFP, but potential participants are identified in Appendix B. Proposals must also indicate current or past contracts with any WIPHE member.

SECTION #3: GENERAL INSTRUCTIONS

3.1 Applicable Dates :

Request for Proposals issued	April 20, 2018
Mandatory Pre-Proposal Conference and On-Site Visit	May 4, 2018, 10:00 A.M.
Questions due	May 8, 2018, 3:00 P.M.
Proposals due	May 25, 2018, 3:00 P.M.

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 Mandatory Pre-Proposal Conference and On-Site Visit: A mandatory pre-proposal conference and on-site visit will be held on May 4, 2018, 10 a.m., in Ellensburg, WA. Interested parties should meet at Central Washington University, Dining Services (located in the Student Union and Recreation Center) in the conference room. If more detailed directions are needed, contact Mauricio Gonzalez at (509) 963-1002. During the pre-proposal conference and on-site visit, locations representative of University facilities will be visited. **The University will only accept RFP responses from bidders represented at this conference.**

3.4 Preparation of Responses: Mailed or hand-delivered responses must be prepared on standard 8.5" x 11" paper and be placed in a binder with tabs separating each of the required elements. The vendor's name must appear on each page. Responses to the 'Required Responses' section must be formatted to correspond numerically to the requirements listed. **Emailed responses must use university forms where provided and should be formatted for 8.5" x 11" paper, signed, saved and submitted as a PDF document.**

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

3.6 Number of Copies: If mailed or hand-delivered, one (1) complete copy of the response and one electronic copy must be submitted prior to the due date stated under Section 3.1 Applicable Dates. All materials become the property of the University upon receipt in the Procurement Office.

3.7 Multiple Responses: Respondents who wish to submit more than one proposal may do so provided that each proposal stands alone and independently complies with the instructions, conditions and specifications of the request. If multiple responses are submitted, the University reserves the right to select the proposal most advantageous to the university.

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

3.9 Questions and Communication via Designated Contact: All communications and/or questions in regard to this request must be in writing. Respondents are encouraged to either fax questions to the Procurement Office at (509) 963-2871, or e-mail them to gonzalemau@cwu.edu. If mailed, the address is as follows: Central Washington

University, Procurement Office-M/S 7480, Attn: Mauricio Gonzalez, 400 E. University Way; Ellensburg, WA 98926-7480. In any case, please reference the RFP number found on the cover page of this solicitation. *Under no circumstances should respondents contact university personnel outside of the opportunity provided herein.*

3.10 Deadline for Submitting Questions: Questions must be received no later than the date and local Ellensburg time identified in Section 3.1 of these instructions. 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 are present at the mandatory pre-proposal conference and on-site visit. **VERBAL REQUESTS FOR INFORMATION OR CLARIFICATION WILL NOT BE HONORED.**

3.11 Submitting Responses: Respondents must submit their responses to the Central Washington University Procurement Office by email, mail or hand-delivery (not by fax). If mailed or hand-delivered, all responses must be in an opaque box or envelope with the name and address of the respondent appearing on the outside of the box or envelope. The outside lower left-hand corner must state the title, reference number, and the opening date.

Regardless of the method of delivery, the response must arrive at the Procurement Office no later than the date and local Ellensburg time identified in Section 3.1 Applicable Dates of these instructions. Late responses will not be reviewed. The method of delivery will be at the discretion of the respondent and will be at the respondent's sole risk to assure delivery at the designated office. Generally, UPS and Federal Express deliver daily to the Procurement Office. The University does not take responsibility for any problems in the mail or delivery services, either within or outside the University. Receipt by any other office or mailroom is not equivalent to receipt by the Procurement Office.

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

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

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

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

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

3.13 Response Form: Vendors are required to use the forms furnished by the University. Please retain a copy for your records.

3.14 Public Opening: A formal bid opening will not be held. Bid information, including price sheets, will not be available for public disclosure until after award of the contract.

3.15 Clarification of Responses: As part of the evaluation process, respondents may be asked to clarify specific points in their response. However, under no circumstances will respondents be allowed to make any changes to their responses after the deadline for submission.

3.16 Reserved Rights:

Subject to the provisions of Chapter 69, Laws of 1996 (SSB 6572), the State reserves the right to:

1. Waive any informality as per WAC 236-48-124.
2. Reject any or all Proposals, or portions thereof. WAC 236-48-094 allows the State to "accept any portion of the items proposed" unless the bidder stipulates 'all or none' on the Proposal.
3. Reissue an IFB, RFQ, or RFP, or negotiate under provisions outlined under RCW 43.19.1911.
4. Award on an 'all or none' basis taking into consideration any reduction in administrative costs as well as unit Proposal prices.

3.17 Minority and Women's Business Participation:

The following voluntary numerical MWBE participation goals have been established for this Request for Proposal:

Minority Business Enterprises (MBE's):10%

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

These goals are voluntary, but achievement of the goals is encouraged. However, unless required by federal statutes, regulations, grants, or contract terms referenced in the contract documents, no preference will be included in the evaluation of bids/proposals, no minimum level of MWBE participation will be required as a condition for receiving an award or completion of the contract work, and bids/proposals will not be rejected or considered non-responsive if they do not include MWBE participation. Bidders may contact OMWBE at 360-753-9693 to obtain information on certified firms for potential subcontracting arrangements.

3.18 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.**

SECTION #4: SERVICE SPECIFICATIONS/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 will be used.

4.2 Exhaust System Cleaning Specifications: The selected vendor work team must be led by a staff member who has a minimum of one (1) year's experience steam cleaning exhaust systems in an environment similar to that of CWU Dining Services and Catering Services.

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

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

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

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

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

Specific kitchen exhaust system locations are listed on the Pricing Sheet (Section #6). The volume of business and use of kitchen equipment that produces grease-laden vapors will determine how often an exhaust system is

cleaned. Some building exhaust systems will be cleaned semi-annually while others will be cleaned just once per year. If the selected vendor feels that systems need to be cleaned more often than scheduled, they will need to discuss this with the Dining Services Contract Administrator, and should not proceed without approval.

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

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

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

4.7 Insurance Requirements: General Requirements:

Contractor shall, at their own expense, obtain and keep in force insurance as follows until completion of the contract. The contractor shall furnish evidence in the form of a Certificate of Insurance naming Central Washington University and the State of Washington as an additional insured. Failure to provide proof of insurance as required will result in contract cancellation.

Contractor shall include all subcontractors as insured under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each sub-contractor.

All insurance provided in compliance with a mutual agreed contractor shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State of Washington.

The limits of liability insurance shall not be less than follows:

- General Aggregate Limits (other than products-completed operations) - \$2,000,000.00
- Products-Completed Operations Aggregate - \$2,000,000.00
- Personal and Advertising Injury Aggregate - \$1,000,000.00
- Each Occurrence (applies to all of the above) - \$1,000,000.00
- Business Auto Liability Policy/including hired and non-owned auto coverage - \$1,000,000.00

Additional Provisions: Above insurance policies shall include the following provisions.

Additional Insured: The State of Washington and Central Washington University shall be named as an additional insured on all general liability, umbrella, excess, and property insurance policies. All policies shall be primary over any other valid and collectible insurance.

Notice of policy(ies) cancellation/non-renewal: For insurers subject to RCW 48.18 (admitted and regulated by the

Washington State Insurance Commissioner), a written notice shall be given to the State forty-five calendar days prior to cancellation or any material change to the policy(ies) as related to the contract.

For insurers subject to RCW 48.15 (Surplus Lines), a written notice shall be given to the State and University twenty calendar days prior to cancellation or any material change to the policy(ies) as it relates to the contract.

If cancellation on any policy is due to non-payment of premium, the State and University shall be given a written notice ten calendar days prior to cancellation.

Insurance Carrier Rating:

An insurance company authorized to do business within the State of Washington shall issue the insurance required above. Insurance is to be placed with a carrier that has a rating of A- class VII or better in the most recently published addition of Best's Reports. Any exceptions must be reviewed and approved by the risk manager for the State of Washington, by submitting a copy of the contract and evidence of insurance before contract commencement. If an insured is not admitted, all insurance policies must comply with the RCW 48.15 and WAC 284-15.

4.8 Inspection and Acceptance:

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

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

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

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

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

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

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

<http://www.lni.wa.gov/TradesLicensing/PrevWage/default.asp>

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

Prevailing wage requirements do not apply to:

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

A copy of the approved 'intent to pay prevailing wage statement(s)' will be posted at the job site with the address and phone number of the Industrial Statistician, of the Department of Labor and Industries, where a complaint or inquiry concerning prevailing wages can be made. If a dispute arises as to what are the prevailing rates of wages for a specific trade and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter will be referred to the Director of the Department of Labor and Industries, for arbitration, and that decision will be final, conclusive, and binding on all parties involved in the dispute.

Copies of the approved affidavits for 'Intent to Pay Prevailing Wage' and 'Payment of Prevailing Wage' must be provided to: Mauricio Gonzalez, Central Washington University; Procurement Department, M/S-7480; 400 E. University Way; Ellensburg, WA 98926-7480.

4.11 Fire Code Requirement: Respondent will be required to meet any applicable sections of the fire code adopted by the City of Ellensburg (3.03.730). Codes are located at the following website:

<http://www.codepublishing.com/WA/Ellensburg/> . Respondent will also be required to provide proof of all certifications and licenses required by the City of Ellensburg, Washington as per Section 1.6 of this RFP.

SECTION #5: REQUIRED RESPONSES

Vendors are required to respond to each of the items detailed in this section. Responses should be formatted to correspond numerically to the items listed below. Vendors should have their company name on each page.

Please also include any information that has not been addressed in the questions that may be pertinent to this project.

NOTE: FAILURE TO RESPOND TO THESE REQUIREMENTS IN THIS SECTION WILL BE DEEMED A MATERIAL IRREGULARITY AND WILL BE SUFFICIENT REASON TO DISREGARD THE PROPOSAL.

5.0 Bidders must complete and return with RFP response:

5.0.1 Bidders must complete, sign in ink, and include Section #1 Vendor Checklist and Submittal Page.

5.0.2 Bidders must price out the product listing found in Section #6 Pricing Sheet. **(20 Points)**

On separate company letterhead, respondent must submit:

5.1 Experience (15 Points):

5.1.1 Discuss your company's history and experience, as pertains to the work described in this Request for Proposal.

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

5.2 Exhaust System Cleaning Specifications (15 Points):

5.2.1 List the following specifications pertaining to your steam cleaning equipment: Temperature, pressure, and amount of water displacement per minute.

5.2.2 List the following specifications pertaining to your high pressure cleaning equipment: Temperature, pressure, and amount of water displacement per minute.

5.2.3 Indicate how many years your company has performed steam cleaning of kitchen exhaust systems. Indicate what percentage of your company's revenue is generated through performance of steam cleaning exhaust systems.

5.2.4 Describe the material that will be used to cover and protect kitchen work surfaces, furnishings, and equipment.

5.2.5 Attach copy of MSDS Sheets for any chemicals utilized in the cleaning process

5.2.6 Attach example of form(s) that will be provided to CWU documenting the steam cleaning of each exhaust system

5.2.7 Attach example of certificate or sticker that will be left on each hood indicating date steam cleaning of system was performed.

5.3 Review of Services and Locations (10 Points):

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

5.4 Disposal of Waste Products (10 Points):

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

5.5 Scheduling (5 Points):

5.5.1 Indicate lead time required (weeks or days) for scheduling kitchen exhaust cleaning to be performed.

5.5.2 List phone number, including toll free number if available, for scheduling work with your staff.

5.6 Optional Services (5 points):

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

5.7 References (20 points):

List four (4) references of accounts of a similar size and complexity to CWU that are serviced by your company. Include the name of the business, a contact person, phone number, and when you last performed work for this account. Also indicate how the complexity of the steam cleaning work your company has performed compares to the work CWU is requesting in this bid document.

SECTION #6: PRICING SHEET FOR STEAM CLEANING WORK TO BE PERFORMED

	Locations	PRICE TO CLEAN SYSTEM	PROJECTED TIMES TO BE CLEANED	TOTAL ANNUAL COST
1	TUNSTALL-COMMONS KITCHEN			
	a. Hood, flue & exhaust system over steam kettles, convection steamer, and convection ovens.		2	
	b. Hood, flue & exhaust system over stack ovens, gas convection oven and deep fryers.		2	
	c. Hood, flue & exhaust system over grills and tilting skillet.		2	
	d. Hood, flue & exhaust system over dish machine.		2	
	e. Hood, flue & exhaust system over steam kettles.		2	
	f. Hood, flue & exhaust system over pots and pans		1	
2	FOOD TRUCK: a. Hood, flue & exhaust system over grill		1	
	FOOD WAGON: a Hood, flue & exhaust system over grill		1	
3	NORTH VILLAGE CAFÉ			
	a. Hood, flue & exhaust system over stove, grill and deep fryer.		2	
	b. Hood, flue & exhaust system over pizza oven.		2	
4	SUB/REC			
	a. Hood, flue & exhaust system over kitchen work area. (main hood, bakery hood)		4	
	b. Hood, flue & exhaust system over Central Market Place venues (6 hoods)		4	
	c. Hood, flue & exhaust system over Holmes Dining Room servery (4 hoods).		3	
	d. Hood, flue & exhaust system over dish machine (main dish room)		2	
	e. Hood, flue & exhaust system over catering kitchen dish machine		1	
	TOTAL ANNUAL COST			

SECTION #7: AWARD/EVALUATION CRITERIA

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

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

7.2 Lowest Responsive Bidder: In determining the “lowest responsive bidder” as per RCW 43.19.1911, the following items shall also be given consideration:

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

7.3 Scoring Responses: Responses will be scored on a point basis with a total of 100 points possible. Cost will be scored using a ‘declining percentage based on low cost’ method: Low cost will receive 20 points; costs other than low will receive the number of points equal to the percentage relationship to low.

CENTRAL WASHINGTON UNIVERSITY

Steam Cleaning of Kitchen Exhaust Systems

RFP 18-006

APPENDIX A

STANDARD AGREEMENT

**CENTRAL WASHINGTON UNIVERSITY
STANDARD AGREEMENT**

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

I. RECITALS

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

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

1.3 Purpose. The purpose of this Agreement is _____.

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

II. OBLIGATIONS OF THE PARTIES

2.1 Contractor’s Obligations.

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

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

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

III. CONTRACT TERM, TERMINATION, DISPUTES

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

3.2 Termination.

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

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

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

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

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

IV. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

4.7 Complete Agreement; Modification. This Agreement constitutes the entire agreement between the parties and supersedes any and all other agreements, understandings, negotiations and discussions, oral or written, express or implied. The parties agree that no other representations, inducements, promises, agreements, or

warranties relating to this Agreement, oral or otherwise, have been made to or by them. No modification or waiver of this Agreement shall be valid or binding unless in writing and signed by the parties.

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

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

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

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

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

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

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

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

CENTRAL WASHINGTON UNIVERSITY

CONTRACTOR

Signature Date

Signature Date

Name

Name

Title

Title

CENTRAL WASHINGTON UNIVERSITY

Steam Cleaning of Kitchen Exhaust Systems

RFP 18-006

APPENDIX B

STANDARD TERMS AND CONDITIONS

STANDARD TERMS AND CONDITIONS

The purchase order contract includes the following terms and conditions. When applicable, the contract also includes, but is not limited to, the invitation to bid, request for quotations, specifications, plans and published rules and regulations of the Department of General Administration Office of State Procurement and the laws of the State of Washington, which are hereby incorporated by reference.

8.1 Entire Agreement: This document, including all amendment and subsequently issued change notices, comprises the entire agreement between Central Washington University (CWU) and the Vendor and shall be governed by the laws of the State Of Washington incorporated herein by reference. The venue for legal action shall be the Superior Court for the State Of Washington, County of Kittitas.

8.2 Conflict and Severability:

8.2.1 Conflict: In the event of conflict between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford CWU maximum benefits.

8.2.2 Severability: Any provision of this document found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the document.

8.3 Antitrust: The state maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, the Vendor hereby assigns to the state any and all claims for such overcharges except overcharges which result from antitrust violations commencing after the price is established under this contract and which are not passed on to the state under an escalation clause.

8.4 Nondiscrimination:

8.4.1 Employment: Acceptance of this contract binds the Vendor to the Terms and Conditions of Section 601, Title VI, Civil Rights Act of 1964, as may be amended: In that "No person in the United States shall, on the grounds of race, color, national origin, sex, or age, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." Unless exempted by Presidential Executive Order #11246, as may be amended or replaced and applicable regulations there under, Vendor shall not discriminate against any employee or applicant for employment.

8.4.2 Contracting: Vendors, Bidders, and Proposers shall not create barriers to open and fair opportunities for all businesses including MWBE's to participate in all State contracts and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction, and services. In considering offers from and doing business with suppliers, the Vendor shall not discriminate on the basis of race, color, creed, religion, sex, age, nationality, marital status, or the presence of any mental, or physical disability in an otherwise qualified disabled person.

8.5 Workers Right to Know: Recently passed "right to know" legislation required the Department of Labor and Industries to establish a program to make employers and employees more aware of the hazardous substances in their work environment. WAC 296-62-054 requires among other things that all manufacturers/distributors of hazardous substances, including any of the items listed on this purchase order, must include with each delivery

completed Material Safety Data Sheets (MSDS) for each hazardous material. Additionally, each container of hazardous material must be appropriately labeled with:

- a. The identity of the hazardous material,
- b. Appropriate hazardous warnings, and
- c. The name and address of the chemical manufacturer, importer, or other responsible party

Labor and Industries may levy appropriate fines against employers for noncompliance and agencies may withhold payment-pending receipt of a legible copy of the MSDS. It should be noted that OSHA Form 20 is not acceptable in lieu of this requirement unless it is modified to include appropriate information relative to "carcinogenic ingredients" and "routes of entry" of the product(s) in question.

8.6 Gifts and Gratuities: In accordance with RCW 43.19.1937 and 1939 and RCW 42.52.150 and 160, it is unlawful for any person to directly or indirectly offer, give or accept gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic value in conjunction with state business practices to another to refrain from submitting a proposal. Further RCW 43.19.1937 and the Ethics in Public Service Law, Chapter 42.52 RCW prohibits state officers or employees from receiving, accepting, taking or seeking gifts (except as permitted by RCW 42.52.150) if the officer or employee participates in contractual matters relating to the purchase of goods or services.

8.7 Rights and Remedies: In the event of any claim for default or breach of contract, no provision in this document or in the bidder's offer shall be construed, expressly or by implication, as a waiver by the state of any existing or future right and/or remedy available by law. Failure of the state to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract or by law, or the acceptance of (or payment for) materials, equipment or services, shall not release the Vendor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the state to insist upon the strict performance of the contract.

8.8 Save Harmless: To the fullest extent permitted by law, Vendor shall indemnify, defend, and save harmless the Purchaser from and against any and all claims for injuries or death, including claims by Vendor's employees, or for damages arising out of, resulting from, or incident to Vendor's performance or failure to perform the contract, or for patent, trademark, copyright, or franchise infringement arising from the purchase, installation, or use of goods and services ordered. Vendor's obligation to indemnify, defend and save harmless shall not be eliminated or reduced by any alleged concurrent negligence of the state or its agencies, employees, and officers. Vendor waives its immunity under Title 51 RCW to the extent required to indemnify, defend, and save harmless the state and its agencies, officers, or employees.

8.9 Personal Liability: It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of CWU be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement or representation made herein or in any connection with this agreement.

8.10 Supervision and Coordination: Vendor shall:

8.10.1 Competently and efficiently, supervise and direct the implementation and completion of all contract requirements specified herein.

8.10.2 Promote and offer to Purchasers only those materials, equipment, and/or services as stated herein and allowed for by contractual requirements. Violation of this condition will be grounds for contract termination.

8.11 Advertising: Vendor shall not advertise or publish information concerning this contract in any form or media without prior written consent from the Purchasing Manager.

8.12 Taxes, Fees and Licenses:

Taxes: unless otherwise indicated, the purchaser agrees to pay State of Washington sales or use taxes on all applicable consumer services and materials purchased. No charge by vendor shall be made for federal excise taxes and the purchaser agrees to furnish vendor with an exemption certificate where appropriate.

Collection of retail sales tax: in-state suppliers: in general, in-state suppliers engaged in retail sales activities within Washington state are required to collect and remit sales tax to Department of Revenue.

Out-of-state suppliers: in general, out-of-state suppliers must collect and remit “use tax” to department of revenue if the activity carried on by the seller in Washington State is significantly associated with supplier’s ability to establish or maintain a market for its products in Washington State. Examples of such activity include where the supplier either directly or by an agent or other representative:

Maintains an in-state office, distribution house, sales house, warehouse, service enterprise, or any other in-state place of business; or

Maintains an in-state inventory or stock of goods for sale; or

Regularly solicits orders from customers located within state via sales representatives entering the state; or

Sends other staff into the state (e.g. product safety engineers, etc.) to interact with customers in an attempt to establish or maintain market(s); or

Other factors identified in WAC chapter 458-20.

Out-of-state suppliers meeting one of the above criteria must register and establish an account with the Department of Revenue (DOR). Refer to WAC 458-20-193 (7 through 9) or call Department of Revenue at (800) 647-7706. When out-of-state suppliers are not required to collect and remit “use tax”, the agency is responsible for paying this tax, if applicable, directly to DOR.

Fees/Licenses: Prior to bid opening the Vendor shall pay for and maintain in a current status, any license fees, assessments, permit charges, etc., which are necessary for contract performance. It is the vendor's sole responsibility to monitor and determine any changes or the enactment of any subsequent regulations for said fees, assessments, or charges and to immediately comply with said changes or regulations during the entire term of this contract.

Customs/Brokerage Fees: To be considered responsive, bid must include ALL customs duties, brokerage or import fees where applicable. Vendor shall take all-necessary actions to ensure that materials or equipment purchased are expedited through customs. Failure to do so may subject vendor to liquidated damages as identified in this document and/or to other administrative actions considered appropriate.

Supplier is to calculate and enter the appropriate Washington State and local sales tax on the invoice. Tax is to be computed on new items after deduction of any trade-in in accordance with WAC 458-20-247.

8.13 Warranties:

8.13.1 Product: Vendor warrants that all materials, equipment, and/or services provided under this contract shall be fit for the purpose(s) for which intended, for merchantability, and shall conform to the requirements and specifications herein. Acceptance of any service and inspection incidental thereto by the

state shall not alter or affect the obligations of the Vendor or the rights of the state.

8.13.2 Price: Vendor warrants that prices of materials, equipment, and services set forth herein do not exceed those charged by the Vendor to any other customer purchasing the same goods or services under similar conditions and in like or similar quantities.

8.14 Liens, Claims and Encumbrances: All materials, equipment, or services shall be free of all liens, claims, or encumbrances of any kind and if the state requests, a formal release of same shall be delivered to the state.

8.15 Delivery:

8.15.1 Time: Delivery must be made during normal work hours and within time frames proposed by Bidder herein and subsequently accepted by the state. Failure to comply may subject Vendor to non-delivery assessment charges and/or liquidated damages as appropriate. The state reserves the right to refuse shipment when delivered after normal working hours. The acceptance by the purchaser of late performance with or without objection or reservation by the purchaser shall not waive the right to claim damage for such breach, nor preclude the purchaser from pursuing any other remedy provided herein, including termination, nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Vendor.

8.15.2 Terms: Unless otherwise specified, all goods are to be shipped FOB Destination freight prepaid and included. Where specific authorization is granted to ship goods FOB shipping point, Vendor agrees to prepay all shipping charges, route as instructed or if instructions are not provided, route by cheapest common carrier. Each invoice for shipping charges shall contain the original or a copy of the freight bill indicating that the payment for shipping has been made. The purchaser reserves the right to refuse COD shipments.

8.15.3 Accordance with Interstate Commerce Commission rules or as indicated in purchase order. When applicable, Vendor shall take necessary actions to safeguard items during inclement weather.

8.15.4 Unauthorized: In no case shall Vendor initiate performance prior to receipt of written or verbal authorization from authorized purchasers. Expenses incurred otherwise shall be borne solely by the Vendor.

8.16 Inspection and Rejection: The Purchaser's inspection of all materials and equipment upon delivery is for the sole purpose of identification. Such inspection shall not be construed as final acceptance, or as acceptance of the materials or equipment, if materials or equipment does not conform to contractual requirements. If there are any apparent defects in the materials or equipment at the time of delivery, the Purchaser will promptly notify the Vendor thereof. Without limiting any other rights, the Purchaser may require the Vendor to:

Repair or replace, at Vendor's expense, any or all of the damaged goods, or
Refund the price of any or all of the damaged goods, or
Accept the return of any or all of the damaged goods.

8.17 Title and Risk of Loss: Regardless of FOB point, Vendor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery and acceptance. Such loss, injury, or destruction shall not release Vendor from any obligation hereunder.

8.18 Performance: Acceptance by the purchaser of unsatisfactory performance with or without objection or reservation shall not waive the right to claim damage for breach, or terminate the contract, nor constitute a waiver

of requirements for satisfactory performance of any obligation remaining to be performed by Vendor.

8.19 Identification: All invoices, packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written documents affecting this contract shall be identified by the applicable purchase order or field order number. Packing lists shall be enclosed with each shipment, indicating the contents therein.

8.20 Charges for Handling: No charges will be allowed for handling that includes but is not limited to packing, wrapping, bags, containers, or reels, unless otherwise stated herein.

8.21 Invoicing: Unless otherwise stipulated on the purchase order or contract, Vendor shall provide an original and two (2) copies of invoices. Each invoice shall be submitted as required by the contract and shall reference the contract and field order or purchase order number. Each invoice shall have building name, conveyance number and date/time of work. Invoices shall be properly annotated with applicable prompt payment discount(s).

8.22 Payment: Unless otherwise stipulated on the purchase order or contract, Invoices will not be processed for payment nor will the period of cash discount commence until receipt of a properly completed invoice and until all invoiced items are received and satisfactory performance of Vendor has been attained. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized. Under "Chapter 39.76 RCW," if purchaser fails to make timely payment(s), Vendor may invoice for 1% per month on the amount overdue or a minimum of \$1.00. Payment will not be considered late if a check or warrant is mailed within the time specified. If no terms are specified, net 30 days will automatically apply. Payment(s) made in accordance with contract terms shall fully compensate the Vendor for all risk, loss, damages or expense of whatever nature and acceptance of payment shall constitute a waiver of all claims submitted by Vendor.

Payment for materials or equipment received or for services rendered shall be made by check issued by CWU and redeemable in U.S. dollars. Unless otherwise indicated, the purchaser's sole responsibility shall be to issue this check. Any bank or transaction fees or similar costs associated with currency exchange procedures shall be fully assumed by the vendor.

8.23 Quality Standards: Product or service specifications herein are intended solely to clearly describe type and quality and not to be restrictive. Trade reference specifications describe the type product thus far found to best meet agency functional requirements and provide the most economical use life under agency use situations. So as not to misrepresent the requirements herein, brands other than those specified will therefore be considered on the basis of whether at least equal in quality/performance. Failure to submit with bid complete documentation sufficient to establish products bid as at least equal may be grounds for rejection. By submitting bid, bidder expressly warrants product bid as at least equal in quality and performance. The state's acceptance of a product bid as an "equal" is conditioned on the state's inspection and testing after receipt. If, in the sole judgment of the state, the item is determined not to be an equal, the bid may be rejected or the product returned at bidder's expense and/or the contract canceled without any liability whatsoever to the state. Any bid containing a brand that is not of equal quality, performance or use specified must be represented as an "alternate" and not as an "equal"; failure to do so shall be sufficient reason to consider the bid non-responsive.

8.24 Changes: No alteration in any of the terms, conditions, or contractual requirements herein shall be effective without the written consent of the SPO as evidenced by issuance by the state of a contract change notice.

8.25 Force Majeure:

8.25.1 Definition: Except for payment of sums due, neither party shall be liable to the other or deemed in

default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences.

8.25.2 Notification: If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this contract.

8.25.3 Rights Reserved: The state reserves the right to cancel the contract and/or purchase materials, equipment, or services from the best available source during the time of force majeure, and Vendor shall have no recourse against the state.

8.26 Established Business: To be considered responsive, vendor must, prior to commencing performance, or prior to that time if required by law or regulation (reference WAC Chapter 18.27), be an established business firm with all required licenses, bonding, facilities, equipment and trained personnel necessary to perform the work as specified in the bid solicitation. All bidders must have Federal Tax Identifier Number as required by IRS regulations and Uniform Business Identifier Number required by Department of Revenue (800) 647-7706. Questions regarding specific licenses should be directed to Department of Licensing at (360) 664-1400.

The state reserves the right to require proof of said requirements including business references within ten (10) calendar days from the date of request.

8.27 OSHA and WISHA Requirements: OSHA and WISHA requirements: Supplier agrees to comply with conditions of the Federal Occupational Safety and Health Act of 1970 (OSHA) and, if manufactured or stored in the State of Washington, the Washington Industrial Safety and Health Act of 1973 (WISHA) Chapter 19.28 RCW and WAC 296-24 and the standards and regulations issued there under and certifies that all items furnished and purchased under this order will conform to and comply with said standards and regulations. Supplier further agrees to indemnify and hold harmless purchaser from all damages assessed against purchaser as a result of supplier's failure to comply with the acts and standards there under, and for the failure of the items furnished under this order to so comply.

8.28 Breach, Default, Termination:

8.28.1 Breach: A breach of a term or condition of the contract shall mean any one or more of the following events: (1) Vendor fails to perform the services by the date required or by a later date as may be agreed to in a written amendment to the contract signed by the state; (2) Vendor breaches any warranty or fails to perform or comply with any term or agreement in the contract; (3) Vendor makes any general assignment for the benefit of creditors; (4) in the state's sole opinion, Vendor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; (5) Vendor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors; (6) any receiver, trustee, or similar official is appointed for Vendor or any of the Vendor's property; (7) Vendor is determined to be in violation of federal, state, or local laws or regulations and that such determination, in the state's sole opinion renders the Vendor unable to perform any aspect of the contract.

8.28.2 Default: A Vendor may be declared in default for failing to perform a contractual requirement or for a material breach of any term or condition.

8.28.3 Termination for Convenience: The state may terminate this contract, in whole or in part, at any time and for any reason by giving thirty (30) calendar days written termination notice to Vendor. Termination charges shall not apply unless they are subsequently agreed upon by both parties. Where termination charges are applicable, both parties agree to negotiate in good faith and to limit the extent of negotiations to valid documented expenses incurred by Vendor prior to date of termination. Should the parties not agree to a satisfactory settlement, the matter may be subjected to mediation and/or legal proceedings.

8.28.4 Termination for Breach and/or Default: Except in the case of delay or failure resulting from circumstances beyond the control and without the fault or negligence of the Vendor or of the Vendor's suppliers or subvendors, the state shall be entitled, by written or oral notice, to cancel and/or terminate this contract in its entirety or in part for breach and/or for default of any of the terms herein and to have all other rights against Vendor by reason of the Vendor's breach as provided by law.

8.28.5 Termination by Mutual Agreement: The state or the Vendor may terminate this contract in whole or in part, at any time, by mutual agreement with thirty (30) calendar days written notice from one party to the other.

8.28.6 Sanctions: Any violations of the mandatory provisions of this contract shall be a material breach of contract for which the vendor may be subject to a requirement of specific performance, or damages and sanctions provided by contract, or by applicable laws.

8.29 Opportunity to Cure Default:

8.29.1 Events: In the event that Vendor fails to perform a contractual requirement or materially breaches any term or condition, the state may issue a written or oral notice of default and provide a period of time in which Vendor shall have the opportunity to cure. Time allowed for cure shall not diminish or eliminate Vendor's liability for liquidated or other damages. The state is not required to allow the Vendor to cure defects if the opportunity for cure is not feasible as determined solely by the state. The state may terminate the contract for nonperformance, breach, or default without allowing the opportunity to cure by the Vendor.

8.29.2 Remedies: If the nonperformance, breach or default remains after Vendor has been provided the opportunity to cure, the state may do one or more of the following:

Exercise any remedy provided by law.

Terminate this contract and any related contracts or portions thereof.

Impose liquidated damages.

Suspend Vendor from receiving future Invitations for Bid.

8.30 Default Charges: Default charge is defined as the cost to procure locally, or on the open market, the replacement of any rejected or undelivered contract item. Supplier is responsible for any price increase over bid price.

8.31 Legal Fees: The Vendor covenants and agrees that in the event suit is instituted by the purchaser for any nonperformance, breach or default on the part of the Vendor, and the Vendor is adjudged by a court of competent jurisdiction, he shall pay to the purchaser all costs, expenses expended or incurred by the purchaser in connection therewith, and reasonable attorney's fees

CENTRAL WASHINGTON UNIVERSITY

Steam Cleaning of Kitchen Exhaust Systems

RFP 18-006

APPENDIX C

TERMS AND CONDITIONS SPECIFIC TO WASHINGTON INSTITUTIONS OF PUBLIC HIGHER EDUCATION COOPERATIVE PURCHASING

Terms and Conditions Specific to WIPHE

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.

1. **WIPHE Cooperative Members:**

Four Year Institutions:

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

Community and Technical Colleges:

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

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APPENDIX D

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 instate preference reciprocity provisions of RCW 43.19.700.

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

See Link below for preferences & conditions listed by state:

<http://des.wa.gov/services/ContractingPurchasing/Pages/ReciprocalPreference.aspx>

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

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APPENDIX E

OFM DEBRIEFING AND PROTEST PROCEDURES

OFM DEBRIEFING AND PROTEST PROCEDURES

1.0 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Any Consultant who has submitted a proposal and been notified that they were not selected for contract award may request a debriefing. The request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the Unsuccessful Consultant Notification is e-mailed or faxed to the Consultant. Debriefing requests must be received by the RFP Coordinator no later than 5:00 PM, local time, in Ellensburg, Washington on the third business day following the transmittal of the Unsuccessful Consultant Notification. The debriefing must be held within three (3) business days of the request.

Discussion at the debriefing conference will be limited to the following:

- Evaluation and scoring of the firm's proposal;
- Critique of the proposal based on the evaluation;
- Review of proposer's final score in comparison with other final scores without identifying the other firms.

Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

2.0 PROTEST PROCEDURE

Protests may be made only by Consultants who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Consultant is allowed three (3) business days to file a protest of the acquisition with the RFP Coordinator. Protests must be received by the RFP Coordinator no later than 5:00 PM, local time, in Ellensburg, Washington on the third business day following the debriefing. Protests submitted electronically with a scanned signature must then be followed by the hard copy of the protest with an original signature. The hard copy of the protest with an original signature is due within five business days of the date the protest was submitted electronically.

Protests may not be transmitted using facsimile transmission.

- Mailing address is: Procurement Office, Central Washington University, 2nd Floor Mitchell Hall, 400 E. University Way, M/S 7480, Ellensburg, Washington, 98926-7480.
- Hand delivery address is: Central Washington University, Procurement Office, Mitchell Hall, 2nd Floor, 400 East University Way, Ellensburg, WA 98926-7480.

Consultants protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Consultants under this procurement.

All protests must be in writing, addressed to the RFP Coordinator, and signed by the protesting party or an authorized Agent. The protest must state the RFP number, the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of an evaluator;
- Errors in computing the score;
- Non-compliance with procedures described in the procurement document or University policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) University's assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by the University. The University's Business Services and Contracts Director or an employee delegated by the Director who was not involved in the procurement will consider the record and all available facts and issue a decision within five (5) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Consultant that also submitted a proposal, such Consultant will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

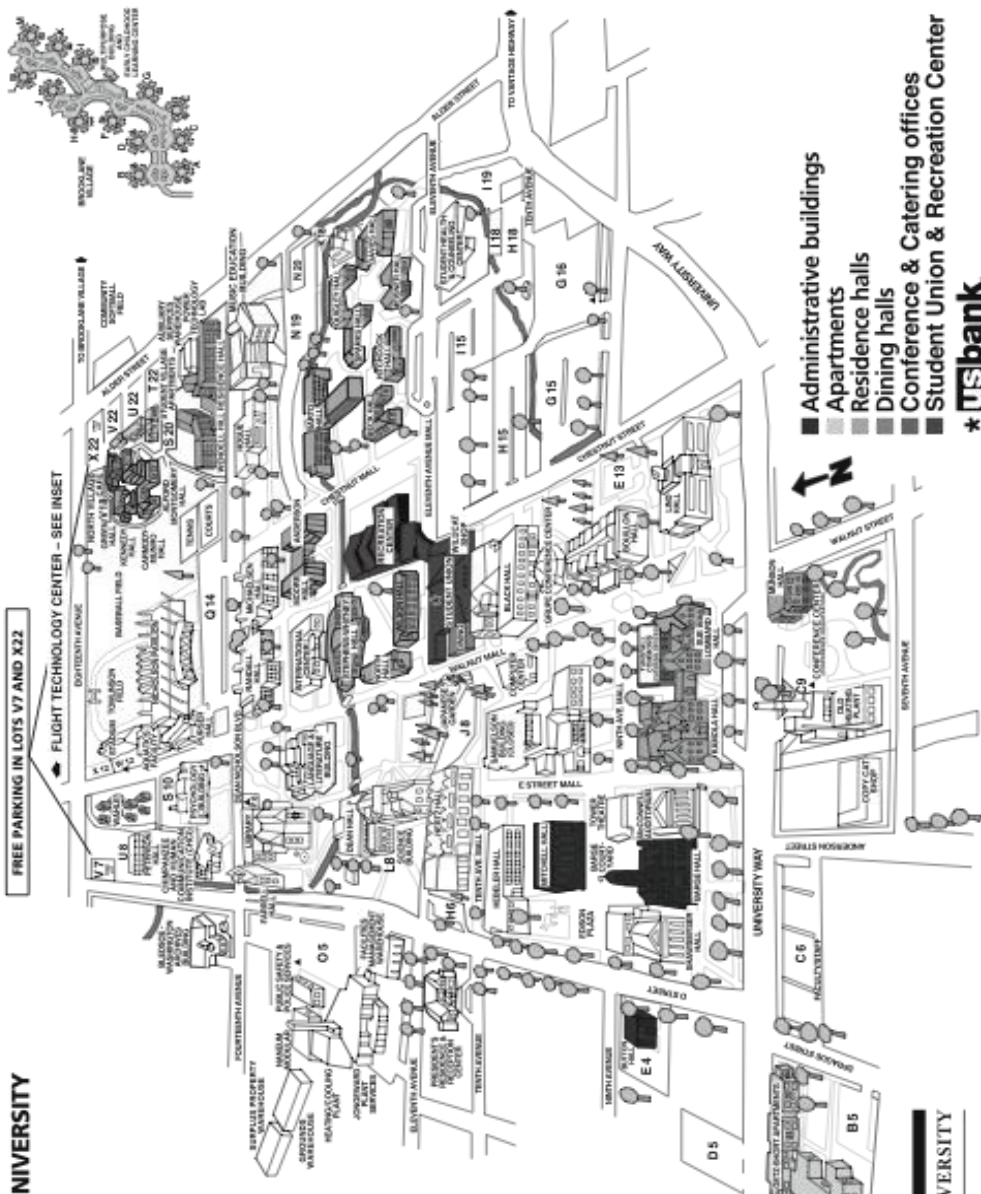
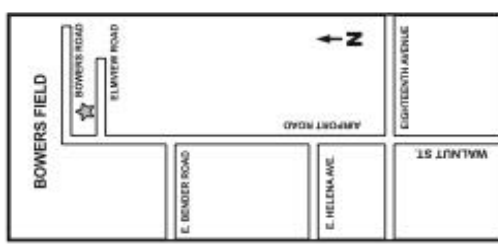
The final determination of the protest shall:

- Find the protest lacking in merit and uphold the University's action; or
- Find only technical or harmless errors in the University's acquisition process and determine the University to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide the University options which may include:
 - Correct the errors and re-evaluate all proposals, and/or
 - Reissue the solicitation document and begin a new process, or
 - Make other findings and determine other courses of action as appropriate.

If the University determines that the protest is without merit, the University will enter into a contract with the apparently successful contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

**CENTRAL WASHINGTON UNIVERSITY
ELLENSBURG, WASHINGTON**

INSET MAP TO
FLIGHT TECHNOLOGY CENTER
(BOWERS FIELD)



- Administrative buildings
 - Apartments
 - Residence halls
 - Dining halls
 - Conference & Catering offices
 - Student Union & Recreation Center
- ★ USbank**
For More Information
- ▲ DAILY PARKING PERMIT DISPENSERS

Last revised 03/10

CENTRAL WASHINGTON UNIVERSITY

Your future is Central.

EE03AA/TITLE IX INSTITUTION TDD 509-963-2143