



Request for Proposal

Fitness Equipment Preventative Maintenance and Repair Services

Reference Bid: RFP# 23-002

Issue Date:	July 20, 2022
Mandatory Letter of Intent-to-Respond Due:	July 28, 2022 at 3:00 PM PST
Questions Due:	July 28, 2022 at 3:00 PM PST
Proposals Due:	August 3, 2022 at 3:00 PM PST

Return Proposals by Email To:
Sharon.Cowdery@cwu.edu

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

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

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

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

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BIDDER'S RFP CHECKLIST

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

1. _____ Read the entire document. Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; contract requirements (i.e., contract performance, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ Note the procedures for communication with the University during the RFP process. All communication during the RFP process must be in writing. Respondents should not contact University personnel outside of the opportunity provided in the document.
3. _____ Attend the pre-proposal conference if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the University of any ambiguities, inconsistencies, or errors in the RFP.
4. _____ **Take advantage of the “question and answer” period.** Submit your questions to the buyer by the due date listed in the “applicable dates” sections and view the answers given in the formal “addenda” issued for the RFP. All addenda issued for an RFP are posted on the University’s website and will include all questions asked and answered concerning the RFP.
5. _____ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don’t assume the University or the evaluation committee will know what your company’s capabilities are or what items/services you can provide, even if you have previously contracted with the University. The proposals are evaluated based solely on the information and materials provided in your response.
7. _____ **Use the forms provided**, e.g., bidders submittal page, reference forms, attachment forms, etc.
8. _____ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and any additional copies, if requested in the bid, must be identical and be complete. These copies would be provided to the evaluation committee members and used to score your response.
9. _____ **Submit your response on time.** Note all the dates and times listed in the applicable dates section and be sure to submit all required items on time. Late proposal responses are **never** accepted.
- 10 _____ **Include your company’s MWBE/Diversity Plan** shown in Appendix E of this bid.

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

SECTION #1: BIDDERS SUBMITTAL PAGE

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

- Respondent is a company in good standing for the services offered _____. (Initial)
- Respondent has responded to all items in Section #5 "Required Responses of all Bidders" _____(Initial)
- The response to this RFP has been prepared independently, without consultation, communication or agreement with others for the purpose of restricting competition. _____(Initial)
- In preparing this RFP, respondent has not been assisted by any current or former employee of the state of Washington whose duties relate to this bid and who was assisting in other than his or her official capacity. Neither does such a person or any member of his or her immediate family have any financial interest in the outcome of this RFP. _____(Initial)
- Vendors under consideration may be asked to provide current, audited financial statements or the equivalent to include at a minimum: an income statement; statement of cash flows; and a balance sheet. This information is subject to disclosure if it is deemed to be a determining factor in the award decision. Vendor agrees to provide this information upon request by the University. _____(Initial)
- Respondent agrees that any resulting contract will be subject to the terms and conditions of this solicitation. _____(Initial)
- Respondent has responded to "Appendix E: Vendor Diversity Plan". _____. (Initial)
- Respondent agrees to make purchases available to other WIPHE members per terms and conditions of Appendix B of this solicitation. (Initial yes or no) Y__N__ (Initial)
- Respondent submitted the Letter of Intent by the deadline Y__N__

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

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

Name of Signing Officer

Title

Company Name

Company Address

Telephone

Fax Number

Email

Tax ID Number

Signature

Date

SECTION #2: GENERAL INFORMATION

2.1 Purpose of Proposal:

Central Washington University intends to contract with a qualified vendor to provide quarterly preventative maintenance and as needed repair services for fitness equipment located in the Student Union Recreation Center ("SURC") on the Ellensburg, Washington campus.

The purpose of this competitive procurement process is to assist the University in selecting a vendor who will best meet the University's needs. The RFP provides vendors a means to present their services and abilities for an objective review.

2.2 Background: Central Washington University (CWU) is a publicly assisted university located in Ellensburg, Washington, 100 miles east of Seattle. The governing board of the university is appointed by the governor. About 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. Further information about the university may be found at the following web site: www.cwu.edu. Ninety-five percent of CWU students are Washington residents.

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

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

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

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

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

2.4 Evaluation Process: The University will award a contract based on price and the responses of the vendors required in Section #5: Required Responses.

2.5 Confidentiality: All information specifically requested in this RFP is subject to Public Disclosure and available after contract execution. Providers may request that specific additional portions of their submittals be considered exempted from disclosure pursuant to RCW 42.56.210; however, the

University makes no assurances that such materials will be held in confidence after contract execution if they are not deemed qualified for exemption by the University. Any submittals that are a determining factor in award of a contract will be subject to disclosure.

2.6 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 C 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 C.

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

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

2.9 Minority and Women's Business Enterprises:

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

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

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

- Office of Minority and Women's Business Enterprises: 360-664-9750 or www.omwbe.wa.gov,
- For small business information: <https://des.wa.gov/services/contracting-purchasing/doing-business-state/bid-opportunities/business-diversity> or 360-407-8010.
- The Department of Veterans' Affairs: 1-800-562-2308 or www.dva.wa.gov.

SECTION #3: GENERAL INSTRUCTIONS TO ALL BIDDERS

3.1 Applicable Dates

Requests for Proposals issued

July 20, 2022

Letter of Intent-to-Respond

July 28, 2022 3:00 PM (PDT) MANDATORY

Questions due

July 28, 2022 3:00 PM (PDT)

Proposals due

August 3, 2022 3:00 PM (PDT)

The University reserves the right to revise this schedule.

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

3.3 Letter-of-Intent-to-Respond: Vendors wishing to participate in this acquisition process **must** provide a written Letter-of-Intent-to-Respond. Failure to submit a Letter-of-Intent-to-Respond as **required** will disqualify vendors from further participation in the bid process. This letter must certify the ability of the vendor to meet the defined requirements and indicate a desire to participate. Also include the name, complete address, phone number, fax number, and e-mail address of a designated individual to whom any correspondence/addendums should be sent.

Vendors are required to **email** letters to Sharon.Cowdery@cwu.edu . Failure to provide this letter will be considered a material irregularity and deemed reason for rejecting proposals. **It is the vendors' responsibility to verify that the Letter-of-Intent-to-Respond has been received by CWU's Procurement Office.**

The Letter-of-Intent-to-Respond must be received by the date and time provided in the schedule found in Section #3.1 of this RFP, 3:00 P.M. local time, Ellensburg, WA 98926.

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

3.5 Preparation of Responses: Responses must be prepared on University forms where provided and standard 8.5" x 11" paper for additional submittals. The response should be stapled or bound. Tabs to separate and identify portions of your response are encouraged. The respondent's name must appear on each page. Responses to the 'Requirements of Proposals' must be formatted to correspond numerically to the requirements listed in Section #5.

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

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

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

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

3.10 Questions and Communication via Designated Contact: All communications and/or questions regarding this request must be in writing. Questions must be submitted by the date indicated in Section #3.1. Bidders are encouraged to email questions to the Purchasing Office at Sharon.Cowdery@cwu.edu and reference the RFP number found on the cover page of this solicitation.

Under no circumstances should respondents contact University personnel outside of the opportunity provided herein.

3.11 Deadline for Submitting Questions: Questions must be received no later than the date and local Ellensburg time identified in Section #3.1 of these instructions. The University will provide a copy of all respondents' questions and corresponding University responses to all those holding specifications. VERBAL REQUESTS FOR INFORMATION OR CLARIFICATION WILL NOT BE HONORED.

3.12 Submitting Responses: Respondents must submit their responses to the Central Washington University Purchasing Office by Email. **Emailed responses must use University forms where provided and should be formatted for 8.5 x 11 paper, signed, and saved and submitted as PDF documents.**

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

Send responses by email to:

Sharon.Cowdery@cwu.edu

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

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

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

3.15 Clarification of Responses: As part of the evaluation process, respondents may be asked to clarify specific points in their response and make themselves available for a telephone interview or campus interview as desired. However, under no circumstances will respondents be allowed to make any changes to their responses after the deadline for submission.

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

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

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

3.18 COVID-19 Vaccine Declaration Requirement: In response to the COVID-19 pandemic and following Washington Governor Jay Inslee's [COVID-19 Vaccination Requirement Proclamation 21-14.1 \("Proclamation"\)](#), CWU requires suppliers, vendors, and contractors (including subcontractors) **working on-site at any CWU facility** to be fully vaccinated against COVID-19 or have received an approved exemption. Contractor will be responsible for 1) determining whether the Proclamation applies to you or not and 2) ensuring you and your representatives, including employees and subcontractors, comply with this requirement. To confirm compliance, CWU will require Contractor to **complete a COVID-19 Vaccination Requirement Declaration form via DocuSign** attesting that your representatives, including yourself, employees, and subcontractors, have been fully vaccinated as defined by Section 6 of the Proclamation under the definition of "Fully Vaccinated Against COVID-19", or have received an approved accommodation, prior to performing on-site work. Additionally, CWU requires contractor and contractor's personnel to comply with all applicable CWU policies while on campus, including those related to COVID-19 ([CWUP 2-40-143 COVID-19 Vaccination](#) and [CWUP 2-40-145 Face Covering](#)).

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

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

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

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

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

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

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

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

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

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

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

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

G. Waiver of Subrogation: Contractor must grant to CWU a waiver of any right to subrogation which any insurer of said Contractor may acquire against CWU by virtue of the payment of any loss under such insurance. Contractor must agree to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether CWU has received a waiver of subrogation endorsement from the insurer.

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

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

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

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

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

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

3.20 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 #3.10 of the RFP instructions. Vendors must be available to attend the debriefing conference held in Ellensburg, Washington within 5 days of the request.

The debriefing will not include any comparisons between the vendor's 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.

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SECTION #4 SCOPE OF WORK/DESCRIPTION OF SERVICES

Scope of Work:

Provide quarterly preventative maintenance and as needed repair services for fitness equipment located in the Student Union Recreation Center ("SURC") on the Ellensburg, Washington campus. Other campus departments with fitness equipment may also request services under this contract.

Selected Contractor must demonstrate a commitment to customer service and communication in scheduling and keeping service appointments, and explaining service recommendations and repairs on site visits. Minimum 24-hour advance phone confirmation of all service appointments required.

Preventative maintenance to include inspection of all equipment and notifying CWU Management of recommended services prior to performing maintenance. CWU Management will also provide service request list at each scheduled visit. Services to include replacement of bolts, screws, wheels, and related components on fitness benches, weightlifting stations and other fitness apparatuses; and cleaning, lubricating, and replacing components on cardio equipment per manufacturer recommendations. Replacement parts to be OEM or comparable aftermarket specifically for fitness equipment.

Additional service calls to diagnosis and repair malfunctioning equipment on an as needed basis.

Schedule: Quarterly preventative maintenance to be performed on dates and times mutually agreed upon in advance by CWU and Contractor. Additional appointments as needed to diagnose and repair malfunctioning equipment.

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SECTION #5 REQUIRED RESPONSES OF ALL BIDDERS

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

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

5.1 Company Profile: (10 points possible)

Describe company including size, areas of specialization and expertise, client base and any other pertinent information in such a manner that the evaluation committee may reasonably formulate a determination about the stability and strengths of the organization.

5.2 Company Personnel: (10 points possible)

State the name, the title or position, and telephone number of the individuals who would have primary responsibility for the work resulting from this RFP. Provide their level of expertise, training, credentials and length of employment with your company. Disclose who within the firm will have prime responsibility and final authority for the work under this contract.

5.3 Manufacturer Authorized Service Provider: (10 points possible)

Indicate which manufacturers have authorized your company to provide service on their equipment and specify equipment models.

5.4 References: (20 points possible)

Provide a list of at least three (3) contracts of a size and scope similar to the work described herein that respondent has performed during the last three years. Include a brief description of services provided, the contract period, the name of contact person(s) with an e-mail address and phone number.

5.5 Service Plan: (20 points possible)

Describe how your company would propose to meet the services requested in this RFP. Include guaranteed service times.

5.6 Cost: (20 points possible):

Provide detailed pricing schedule for equipment and one for Nicholson Pavilion equipment listed in Appendix A. Include cost basis for parts. Fees must be all-inclusive including labor and additional costs such as travel, per diem, etc.

5.7 Diversity (10 points possible):

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

SECTION #6: PROPOSAL AWARD CRITERIA

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

- 6.1.1 Demonstrated understanding of and commitment to customer service and communication.
- 6.1.2 The experience and level of commitment of the firm and/or proposed key individual(s).
- 6.1.3 Accessibility of key individual(s).
- 6.1.4 Responsiveness of the written proposal to the purpose and scope of service.
- 6.1.5 Ability and history of successfully completing contracts of this type, and experience in similar work.
- 6.1.6 All costs, fees, and other expenses associated with the project.
- 6.1.7 Any other relevant factors.

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

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

6.3 Scoring Responses: Responses will be scored on a point basis with a total of 100 points possible. Responses will be evaluated by a committee consisting of personnel from University Recreation and Athletics Departments.

CENTRAL WASHINGTON UNIVERSITY

Fitness Equipment Preventative Maintenance and Repair Services

REQUEST FOR PROPOSAL 23-002

APPENDIX A

Inventory of Current Equipment

Strength/Cardio Equipment List

Inventory ID	Purchase Date	Serial Number	Brand	Model	Type	Category	Mileage	Hours
A1	Dec-13	AST104847	Life Fitness	95T	Treadmill	Cardio	28,070	367,736
A2	Dec-13	AST106334	Life Fitness	95T	Treadmill	Cardio	1,257	18,056
A3	Dec-13	AST106339	Life Fitness	95T	Treadmill	Cardio		
A4	Dec-13	AST104849	Life Fitness	95T	Treadmill	Cardio		
A5	Dec-13	AST104892	Life Fitness	95T	Treadmill	Cardio	26,110	332,401
A6	Dec-13	AST104893	Life Fitness	95T	Treadmill	Cardio	32,265	416,740
A7	Dec-13	AST104895	Life Fitness	95T	Treadmill	Cardio		
A8	Dec-13	AST104891	Life Fitness	95T	Treadmill	Cardio	28,676	382,504
B1	Sep-19	AST184137	Life Fitness	95TE	Treadmill	Cardio	3,278	44,582
B2	Sep-19	AST184129	Life Fitness	95TE	Treadmill	Cardio	4,094	57,744
B3	Sep-19	AST184132	Life Fitness	95TE	Treadmill	Cardio	3,028	43,996
B4	Sep-19	AST184130	Life Fitness	95TE	Treadmill	Cardio	4,085	57,765
B5	Sep-19	AST184131	Life Fitness	95TE	Treadmill	Cardio	4,131	57,560
B6	Sep-19	AST184135	Life Fitness	95TE	Treadmill	Cardio	4,837	64,479
B7	Sep-19	AST184133	Life Fitness	95TE	Treadmill	Cardio	5,453	72,502
B8	Sep-19	AST184136	Life Fitness	95TE	Treadmill	Cardio	4,368	60,004
C1	Pre-2014	265180114	Woodway	4Front	Treadmill	Cardio		
C2	Pre-2014	265140114	Woodway	4Front	Treadmill	Cardio		
C3	Pre-2014	265200114	Woodway	4Front	Treadmill	Cardio		
C4	Pre-2014	265120114	Woodway	4Front	Treadmill	Cardio		
D1	Dec-13	ASX102712	Life Fitness	95X	Elliptical	Cardio	22,596	26,253
D3	Dec-13	ASX102739	Life Fitness	95X	Elliptical	Cardio	22,191	235,734
D4	Dec-13	ASX102740	Life Fitness	95X	Elliptical	Cardio	15,904	172,862

Inventory ID	Purchase Date	Serial Number	Brand	Model	Type	Category	Mileage	Hours
D5	Dec-13	ASX103372	Life Fitness	95X	Elliptical	Cardio	11,975	125,112
D6	Dec-13	ASX102710	Life Fitness	95X	Elliptical	Cardio	12,424	138,301
D7	Dec-13	ASX103373	Life Fitness	95X	Elliptical	Cardio	21,998	235,232
D8	Dec-13	ASX103376	Life Fitness	95X	Elliptical	Cardio	4,159	45,902
E1	Sep-19	ASX137687	Life Fitness	95XE	Elliptical	Cardio	1,857	19,235
E2	Sep-19	ASX137724	Life Fitness	95XE	Elliptical	Cardio	1,855	19,462
E3	Sep-19	ASX137703	Life Fitness	95XE	Elliptical	Cardio	487	5,451
E4	Sep-19	ASX137686	Life Fitness	95XE	Elliptical	Cardio	1,536	16,465
E5	Sep-19	ASX137688	Life Fitness	95XE	Elliptical	Cardio	1,620	18,373
E6	Sep-19	ASX137734	Life Fitness	95XE	Elliptical	Cardio	2,659	29,404
E7	Sep-19	ASX137725	Life Fitness	95XE	Elliptical	Cardio	2,546	27,671
E8	Sep-19	ASX137727	Life Fitness	95XE	Elliptical	Cardio	681	7,652
F1	Sep-19	ZAB101763	Life Fitness	INATTSE	Arc Trainer	Cardio	383	4,217
F2	Sep-19	ZAB101683	Life Fitness	INATTSE	Arc Trainer	Cardio	466	4,688
F3	Sep-19	ZAB101766	Life Fitness	INATTSE	Arc Trainer	Cardio	356	3,946
F4	Sep-19	ZAB101755	Life Fitness	INATTSE	Arc Trainer	Cardio	374	4,109
F5	Sep-19	ZAB101771	Life Fitness	INATTSE	Arc Trainer	Cardio	518	5,811
F6	Sep-19	ZAB101769	Life Fitness	INATTSE	Arc Trainer	Cardio	465	5,626
F7	Sep-19	ZAB101667	Life Fitness	INATTSE	Arc Trainer	Cardio	536	5,489
F8	Sep-19	ZAB101770	Life Fitness	INATTSE	Arc Trainer	Cardio	894	9,067
G1	Pre-2014	A927F05080020	Precor	100I	AMT	Cardio		
G2	Pre-2014	A927I17080044	Precor	100I	AMT	Cardio		
G3	Pre-2014	A927I17080048	Precor	100I	AMT	Cardio		
G4	Pre-2014	A927I17080024	Precor	100I	AMT	Cardio		

Inventory ID	Purchase Date	Serial Number	Brand	Model	Type	Category	Mileage	Hours
G5	Pre-2014	A927117080042	Precor	1001	AMT	Cardio		
H1	Pre-2014	AMRPL 12050009	Precor		Recumbent Bike	Cardio		
H2	Pre-2014	AEWRL 12050006	Precor		Recumbent Bike	Cardio		
H4	Pre-2014	AEWRL 12050010	Precor		Recumbent Bike	Cardio		
H5	Pre-2014	AEWRL 12050008	Precor		Recumbent Bike	Cardio		
H6	Pre-2014	AEWRL 12050004	Precor		Recumbent Bike	Cardio		
I 1	Pre-2014	AMRPL12050004	Precor		Upright Bike	Cardio		
I 2	Pre-2014	AMRPL12050001	Precor		Upright Bike	Cardio		
J1	Pre-2014	EJM529450	Life Fitness	95SE	Stair Stepper	Cardio		
J2	Pre-2014	EJM528032	Life Fitness	95SE	Stair Stepper	Cardio		
J3	Pre-2014	LSS103992	Life Fitness	95SE	Stair Stepper	Cardio		
J4	Pre-2014	LSS103994	Life Fitness	95SE	Stair Stepper	Cardio		
K1	Pre-2014	660-017109	Sci Fit	Pro2	Sci Fit	Cardio		
K2	Pre-2014	660-017110	Sci Fit	Pro2	Sci Fit	Cardio		
K3	Pre-2014	610-014385	Sci Fit	Pro1	Sci Fit	Cardio		
L1	Pre-2014	0927 130-1994-400248040	Concept2	RowErg	Concept Rower	Cardio		
L2	Pre-2014	0927 130-1994-400248027	Concept2	RowErg	Concept Rower	Cardio		
L3	Pre-2014	0927 130-1994-400248049	Concept2	RowErg	Concept Rower	Cardio		
L4	Pre-2014	0927 130-1994-400248034	Concept2	RowErg	Concept Rower	Cardio		
M1	Pre-2014	CS23131000665	Matrix	C5x	Stepmill	Cardio		
M2	Pre-2014	CS23131000664	Matrix	C5x	Stepmill	Cardio		
M3	Pre-2014	CS23131000663	Matrix	C5x	Stepmill	Cardio		
M4	Feb-21	CMT757D2011K00213	Matrix	T-PP-Touch XL	Treadmill	Cardio		
M5	Feb-21	CMT757d2011K00202	Matrix	T-PP-Touch XL	Treadmill	Cardio		

Inventory ID	Purchase Date	Serial Number	Brand	Model	Type	Category	Mileage	Hours
M6	Jul-21	FC28B210501724	Matrix	CXP	Cycle Bike	Cardio		
M7	Jul-21	FC28B210601916	Matrix	CXP	Cycle Bike	Cardio		
M8	Jul-21	FC28B210501732	Matrix	CXP	Cycle Bike	Cardio		
M9	Jul-21	FC28B210501722	Matrix	CXP	Cycle Bike	Cardio		
M10	Jul-21	FC28B210501733	Matrix	CXP	Cycle Bike	Cardio		
M11	Jul-21	FC28B210501715	Matrix	CXP	Cycle Bike	Cardio		
M12	Jul-21	FC28B210501734	Matrix	CXP	Cycle Bike	Cardio		
M13	Jul-21	FC28B210501739	Matrix	CXP	Cycle Bike	Cardio		
M14	Jul-21	FC28B210501718	Matrix	CXP	Cycle Bike	Cardio		
M15	Jul-21	FC28B210501727	Matrix	CXP	Cycle Bike	Cardio		
M16	Jul-21	FC28B210501718	Matrix	CXP	Cycle Bike	Cardio		
M17	Jul-21	FC28B210501728	Matrix	CXP	Cycle Bike	Cardio		
M18	Jul-21	FC28B210501729	Matrix	CXP	Cycle Bike	Cardio		
M19	Jul-21	FC28B210501720	Matrix	CXP	Cycle Bike	Cardio		
M20	Jul-21	FC28B210501737	Matrix	CXP	Cycle Bike	Cardio		
M21	Jul-21	FC28B210501725	Matrix	CXP	Cycle Bike	Cardio		
M22	Jul-21	FC28B210501730	Matrix	CXP	Cycle Bike	Cardio		
M23	Jul-21	FC28B210501736	Matrix	CXP	Cycle Bike	Cardio		
M24	Jul-21	FC28B210501723	Matrix	CXP	Cycle Bike	Cardio		
M25	Jul-21	FC28B210501731	Matrix	CXP	Cycle Bike	Cardio		
M26	Jul-21	FC28B210501726	Matrix	CXP	Cycle Bike	Cardio		
M27	Jul-21	FC28B210501733	Matrix	CXP	Cycle Bike	Cardio		
M28	Jul-21	FC28B210501728	Matrix	CXP	Cycle Bike	Cardio		
M29	Jul-21	FC28B210501719	Matrix	CXP	Cycle Bike	Cardio		

Inventory ID	Purchase Date	Serial Number	Brand	Model	Type	Category	Mileage	Hours
M30	Jul-21	FC28B210501721	Matrix	CXP	Cycle Bike	Cardio		
M31	Jul-21	FC28B210501717	Matrix	CXP	Cycle Bike	Cardio		
N1		PMK-0013446	Marpo	VMX Three60	Rope Trainer	Cardio		
N2		21042	Versa Climber	SM Sport Model	Versa Climber	Cardio		
N3		12156	Jacobs Ladder Exercise	Jacobs Ladder	Jacobs Ladder	Cardio		
V 1	Jan-06	MTSKC000443	Hammer Strength	Hammer MTS	Kneeling Leg Curl	Strength		
V 2	Jan-06	MTSAB001689	Hammer Strength	Hammer MTS	Abdominal Crunch	Strength		
W 1	Jan-06	PSLCSE001350	Life Fitness	Pro 2	Leg Curl	Strength		
W 2	Jan-06	PSLESE001837	Life Fitness	Pro 2	Leg Extension	Strength		
W 3	Jan-06	PSTESE001153	Life Fitness	Pro 2	Triceps Extension	Strength		
W 4	Jan-06	PSBCSE001360	Life Fitness	Pro 2	Biceps Curl	Strength		
W 5	Jan-06	PSIRSE000842	Life Fitness	Pro 2	Shoulder Lateral Raise	Strength		
W 7	Jan-06	PSADCSE001829	Life Fitness	Pro 2	Assisted Dip/Chin	Strength		
W 8	Jan-06	CMDAP003495	Life Fitness	Pro 2	Dual Adjustable Pulley	Strength		
W 9	Jan-06	PSCPSE001557	Life Fitness	Pro 2	Chest Press	Strength		
W10	Jan-06	PSSPSE001541	Life Fitness	Pro 2	Shoulder Press	Strength		
W11	Jan-06	PSRWSE001211	Life Fitness	Pro 2	Seated Row	Strength		
W12	Jan-06	PSPDSE001290	Life Fitness	Pro 2	Lat Pulldown	Strength		
W13	Jan-06	PSFLYSE002110	Life Fitness	Pro 2	Pectoral Fly	Strength		
W14	Jan-06	PSSLPSE001664	Life Fitness	Pro 2	Seated Leg Press	Strength		
W15	Jan-06	PSBESE001222	Life Fitness	Pro 2	Back Extension	Strength		
W16	Jan-06	PSABSE001175	Life Fitness	Pro 2	Abdominal Crunch	Strength		
W17	Jan-06	CMDAP003496	Life Fitness	Pro 2	Dual Adjustable Pulley	Strength		
W18	Jan-06	CMDAP003522	Life Fitness	Pro 2	Dual Adjustable Pulley	Strength		

Inventory ID	Purchase Date	Serial Number	Brand	Model	Type	Category	Mileage	Hours
X 1	Jan-06	PLVSA6001658	Hammer Strength	Hammer Plate Loaded	V-Squat	Strength		
X 2	Jan-06	ILLRB004297	Hammer Strength	Hammer Plate Loaded	Iso-Lateral Low Row	Strength		
X 3	Jan-06	ILSPC007057	Hammer Strength	Hammer Plate Loaded	Iso-Lateral Shoulder Press	Strength		
X 4	Jan-06	LLBPH0006284	Hammer Strength	Hammer Plate Loaded	Iso-Lateral Bench Press	Strength		
X 5	Jan-06	ILHBPA002169	Hammer Strength	Hammer Plate Loaded	Iso-Lateral Horizontal Bench Press	Strength		
X 6	Jan-06		Hammer Strength	Hammer Plate Loaded	Seated Calf	Strength		
X 7	Jan-06	ILHRC4873	Hammer Strength	Hammer Plate Loaded	Iso-Lateral High Row	Strength		
X 8	Jan-06	PLL2001376	Hammer Strength	Hammer Plate Loaded	Linear Leg Press	Strength		
X 9	Jan-06	PLLHP000438	Hammer Strength	Hammer Plate Loaded	Linear Hack Squat	Strength		
X10	Jan-06	ILROWE006976	Hammer Strength	Hammer Plate Loaded	Iso-Lateral Row	Strength		
X11	Jan-06	ILPDB005930	Hammer Strength	Hammer Plate Loaded	Iso-Lateral Front Lat Pulldown	Strength		
X12	Jan-06	ILIPHE006765	Hammer Strength	Hammer Plate Loaded	Iso-Lateral Incline Bench Press	Strength		
X13	Jan-06	PLSM002661	Hammer Strength	Hammer Plate Loaded	Smith Machine	Strength		
Y1	Jan-06	OFBB017102	Hammer Strength	Hammer Olympic	Olympic Flat Bench	Strength		
Y2	Jan-06	OFBB017100	Hammer Strength	Hammer Olympic	Olympic Flat Bench	Strength		
Y3	Jan-06	OFBB017101	Hammer Strength	Hammer Olympic	Olympic Flat Bench	Strength		
Y4	Jan-06	ODBA022186	Hammer Strength	Hammer Olympic	Olympic Decline Bench	Strength		
Y5	Jan-06	OIBA023436	Hammer Strength	Hammer Olympic	Olympic Incline Bench	Strength		
Y6	Jan-06	OIBA023435	Hammer Strength	Hammer Olympic	Olympic Incline Bench	Strength		
Y7	Jan-06	O80510000130	Hammer Strength	Hammer Olympic	Heavy Duty Power Rack	Strength		
Y7 Platform	Jun-18					Strength		
Y8	Jan-06	O80507000104	Hammer Strength	Hammer Olympic	Heavy Duty Power Rack	Strength		
Y8 Platform	Jun-18					Strength		
Y9	Jan-06	BWBEA013079	Hammer Strength	Hammer Olympic	Hyper Extension	Strength		

Inventory ID	Purchase Date	Serial Number	Brand	Model	Type	Category	Mileage	Hours
Y10	Jan-06	BWABSWD2081	Hammer Strength	Hammer Olympic	Dual Abdominal	Strength		
Y11	Jan-06	FWCB0003494	Hammer Strength	Hammer Olympic	Preacher Curl	Strength		
Y12	Jan-06		Hammer Strength	Hammer Olympic	Free Weight Flat Bench	Strength		
Y13	Jan-06		Hammer Strength	Hammer Olympic	Free Weight Multi-Angle Bench	Strength		
Y14	Jan-06		Hammer Strength	Hammer Olympic	Free Weight Multi-Angle Bench	Strength		
Y15	Jan-06		Hammer Strength	Hammer Olympic	Free Weight Multi-Angle Bench	Strength		
Y16	Jan-06		Hammer Strength	Hammer Olympic	Heavy Duty Adjustable Bench	Strength		
Y17	Jan-06	FW0B75A025316	Hammer Strength	Hammer Olympic	Free Weight Upright Bench	Strength		
Y18	Pre-2014		Hammer Strength	Hammer Olympic	Glute-Hamstring Extension	Strength		
Y19	Jun-21		Hammer Strength	Hammer Olympic	HD Elite Half Rack Long Base	Strength		
Y19 Platform	Jun-21		Hammer Strength	Hammer Olympic	4x8 Platform w/insert	Strength		
Y20	Jun-21		Hammer Strength	Hammer Olympic	HD Elite Half Rack Long Base	Strength		
Y20 Platform	Jun-21		Hammer Strength	Hammer Olympic	4x8 Platform w/insert	Strength		
Y21	Jan-06		Hammer Strength	Hammer Olympic	Free Weight Decline Bench	Strength		
Y22	Jan-06		Hammer Strength	Hammer Olympic	Free Weight Flat Bench	Strength		
Z 1	Jan-06	FZTR000573	Life Fitness	Signature	Torso Rotation	Strength		
Z 2	Jan-06	FZLE001159	Life Fitness	Signature	Leg Extension	Strength		
Z 3	Jan-06	FZSLC000967	Life Fitness	Signature	Seated Leg Curl	Strength		
Z 4	Jan-06	FZLE000643	Life Fitness	Signature	Calf Extension	Strength		
Z 5	Jan-06	FZGL000831	Life Fitness	Signature	Glute Machine	Strength		
Z 6	Jan-06	FZBC000773	Life Fitness	Signature	Biceps Curl	Strength		
Z 7	Jan-06	FZTP000938	Life Fitness	Signature	Triceps Press	Strength		
Z 8	Jan-06	FZRW000679	Life Fitness	Signature	Row/Rear Delt	Strength		
Z 9	Jan-06	FZPD000757	Life Fitness	Signature	Lat Pulldown	Strength		

CENTRAL WASHINGTON UNIVERSITY

Fitness Equipment Preventative Maintenance and Repair Services

REQUEST FOR PROPOSAL 23-002

APPENDIX B

**FORM OF CONTRACT
(SAMPLE)**

**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

Fitness Equipment Preventative Maintenance and Repair Services

REQUEST FOR PROPOSAL 23-002

APPENDIX C

**TERMS AND CONDITIONS OF ANY SUBSEQUENT AGREEMENT WITH OTHER
WASHINGTON INSTITUTIONS OF PUBLIC HIGHER EDUCATION (WIPHE)
COOPERATIVE MEMBERS**

Appendix C: 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

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

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

Puget Sound Community Col., Olympia
Community Colleges of Spokane, Spokane
Tacoma Community College, Tacoma
Walla Walla Community College, Walla Walla
Wenatchee Valley College, Wenatchee
Whatcom Community College, Bellingham
Yakima Valley Community College, Yakima
State Board for Com & Tech Colleges, Olympia

CENTRAL WASHINGTON UNIVERSITY

Fitness Equipment Preventative Maintenance and Repair Services

REQUEST FOR PROPOSAL 23-002

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.

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

See Link below for preferences & conditions listed by state:

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

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

CENTRAL WASHINGTON UNIVERSITY

Fitness Equipment Preventative Maintenance and Repair Services

REQUEST FOR PROPOSAL 23-002

APPENDIX E

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.

CAMPUS MAP

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

