



## **Request for Proposal**

### **Bus Services**

**Central Washington University**

**Ellensburg, WA**

**Reference Bid: RFP 26-005**

**Issue Date: June 15, 2026**

**Letter of Intent-to-Respond: June 25, 2026 3:00 PM (PDT) (Mandatory)**

**Questions Due: June 25, 2026 3:00 PM (PDT)**

**Proposals Due: July 10, 2026 3:00 PM (PDT)**

**Return Proposals To:**

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

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

**CWU Procurement: <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 the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.
9. \_\_\_\_\_ **Submit your response on time.** Note all the dates and times listed in the applicable dates section and be sure to submit all required items on time. Late proposal responses are **never** accepted.

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

## SECTION #1: BIDDERS SUBMITTAL PAGE

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

- Respondent is a company in good standing for the services offered \_\_\_\_.(Initial)
- Respondent has responded to all items in Section #5 "Required Responses of all Bidders" \_\_\_\_\_(Initial)
- The response to this RFP has been prepared independently, without consultation, communication or agreement with others for the purpose of restricting competition. \_\_\_\_\_(Initial)
- In preparing this RFP, respondent has not been assisted by any current or former employee of the state of Washington whose duties relate to this bid and who was assisting in other than his or her official capacity. Neither does such a person or any member of his or her immediate family have any financial interest in the outcome of this RFP. \_\_\_\_\_(Initial)
- Vendors under consideration may be asked to provide current, audited financial statements or the equivalent to include at a minimum: an income statement; statement of cash flows; and a balance sheet. This information is subject to disclosure if it is deemed to be a determining factor in the award decision. Vendor agrees to provide this information upon request by the University. \_\_\_\_\_(Initial)
- Respondent agrees that any resulting contract will be subject to the terms and conditions of this solicitation. \_\_\_\_\_(Initial)
- Respondent agrees that any resulting contract, if applicable, will require respondent participation in Section 2.10 Subcontractor Participation Monitoring and Reporting. \_\_\_\_\_(Initial)
- During the term of an awarded Contract, Bidder, including any subcontractor, shall not discriminate on the bases enumerated at [RCW 49.60.530\(3\)](#). Bidder, including any subcontractor, also shall give written notice of this nondiscrimination requirement to any labor organizations with which Bidder, or subcontractor, has a collective bargaining or other agreement. In addition, Bidder, including any subcontractor, shall cooperate with any Washington state agency investigation regarding any allegation that Bidder, including any subcontractor, engaged in prohibited discrimination set forth in [RCW 49.60.530\(3\)](#). \_\_\_\_\_(Initial)
- Respondent has responded to "Appendix D: Vendor Diversity Plan". \_\_\_\_.(Initial)

- Respondent agrees to make purchases available to other WIPHE members per terms and conditions of Appendix B of this solicitation. (Initial yes or no) Y\_\_N\_\_

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

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

\_\_\_\_\_  
Name of Signing Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Tax ID Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## SECTION #2: GENERAL INFORMATION

### **2.1 Purpose of Proposal:**

Central Washington University seeks proposals from qualified vendors for Bus Transportation Services for University departments and programs. It is the intent of the university to award a contract to the vendor(s) offering the most beneficial package to the University in terms of service and rates.

Stated within this RFP are instructions for submitting the proposal, the service specifications, 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(s) who will best meet the University's needs. The RFP provides vendors a means to present their qualifications and abilities for an objective review. The University appreciates your consideration of this RFP and looks forward to receiving your proposal.

### **Schedule:**

- RFP Issued on [Access Equity](#): June 5, 2026
- RFP Issued Publicly on WEBS: June 15, 2026
- Letter of Intent & Questions Due: June 25, 2026
- Proposals Due: July 10, 2026
- Evaluations Due: July 31, 2026
- Apparent Vendor Selection Due: August 3, 2026

The University reserves the right to revise this schedule.

**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 8,500 full-time equivalent students attend the university, 1700 of whom attend one of six satellite campuses located in, Des Moines, Lynnwood, Lakewood, Moses Lake, Wenatchee, and Yakima; and two Instructional Sites located in Sammamish, and at the Joint Base Lewis-McChord. CWU has approximately 1,400 faculty and staff located at the various facilities. Further information about the university may be found at the following web site: [www.cwu.edu](http://www.cwu.edu). Ninety-five percent of CWU students are Washington residents.

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

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

CWU is a master's degree-granting university. Some signature areas of study at CWU

include music, information technology and administrative management, education, supply chain management, geology, aviation, and paramedics.

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](http://www.cwu.edu/foundation).

**2.3 Term of Contract:** The initial contractual period of performance will be for one (1) year. The University reserves the right to extend the period of performance further on a year to year basis at the agreement of both parties. Total length of the contact including extensions,, will not exceed 7 years.

**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. Vendors under consideration may be invited to interview. All costs associated with interviews will be the responsibility of the vendor. Points earned during evaluation of bid submittals may be adjusted following the interviews.

**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 B contains information about the WIPHE cooperative membership and the terms and conditions of such arrangements. There are no WIPHE members committed to participate in this bid, but potential participants are identified in Appendix B.

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

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

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

- The Office of Minority and Women's Business Enterprises: 866.208.1064 or [www.omwbe.wa.gov](http://www.omwbe.wa.gov),
- For small business information: <https://des.wa.gov/services/contracting-purchasing/doing-business-state/bid-opportunities/business-diversity> or 360-407-8010.
- The Department of Veterans' Affairs: 1-800-562-2308 or [www.dva.wa.gov](http://www.dva.wa.gov).

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

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

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## SECTION #3: GENERAL INSTRUCTIONS TO ALL BIDDERS

### **3.1 Applicable Dates**

Requests for Proposals issued	June 15, 2026
Letter of Intent-to-Respond	June 25, 2026 3:00 PM (PDT)
Questions due	June 25, 2026, 3:00 PM (PDT)
Proposals due	July 10, 2026, 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 encouraged to **email** letters to [Charity.Thornton@cwu.edu](mailto:Charity.Thornton@cwu.edu) . Faxed letters will be accepted at (509) 963-2871. If mailed, the address is as follows: Central Washington University; Procurement Department-M/S 7480; Attn: Charity Thornton; 400 E. University Way; Ellensburg, WA 98926-7480. In either case, please reference the bid number on the cover sheet. Failure to provide this letter will be considered a material irregularity and deemed reason for rejecting proposals. **It is the vendors' responsibility to verify that the Letter-of-Intent-to-Respond has been received by CWU's Procurement Office.**

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

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

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

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

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

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

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

**3.10 Questions and Communication via Designated Contact:** All communications and/or questions in regard to this request must be in writing. Questions must be submitted by the date indicated in Section #3.1. Bidders are encouraged to email questions to the Purchasing Office at [Charity.Thornton@cwu.edu](mailto:Charity.Thornton@cwu.edu), and reference the RFP number found on the cover page of this solicitation. *Under no circumstances should respondents contact University personnel outside of the opportunity provided herein.*

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

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

Regardless of the method of delivery, the response must arrive at the Purchasing Office no later than the date and local Ellensburg time identified in Section #3.1 (Applicable Dates) of these instructions. Late responses will not be reviewed. The method of delivery will be at the discretion of the respondent and will be at the respondent's sole risk to assure delivery at the designated office. Generally, UPS and Federal Express deliver daily to the Purchasing Office. The University does not take responsibility for

any problems in the mail or delivery services, either within or outside the University. Receipt by any other office or mailroom is not equivalent to receipt by the Purchasing Office.

**If delivery is by email to:**

[Charity.Thornton@cwu.edu](mailto:Charity.Thornton@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, RFQQ, 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. Electronic invoices can be sent to [AccountsPayable@cwu.edu](mailto:AccountsPayable@cwu.edu). **All invoices must reference the correct Central Washington University purchase order number.**

**3.18 Debriefing Conference and Protest Procedure:** All vendors who have submitted proposals in accordance with this RFP shall be provided a "Notice of Intent to Award" upon completion of the final evaluations by the University. The following process for protest and debriefing is available to vendors who have submitted a proposal in accordance with this RFP.

**3.18.1 Optional Vendor Debriefing:** Vendors who have submitted a proposal in

accordance with this RFP may request an optional debriefing conference to discuss the evaluation of their response. The request must be made in writing within five business days from receipt of the "Notice of Intent to Award". Requests are to be made to the University contact person as identified in Section #3.10 of the RFP instructions. Vendors must be available to attend the debriefing conference held in Ellensburg, Washington within 5 days of the request.

The debriefing will not include any comparisons between the vendors response and any other responses submitted; however, the University will attempt to address all questions and concerns in this debriefing.

**3.18.2 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 SERVICE SPECIFICATIONS**

### **4.1 Background:**

Bus transportation services are required by Central Washington University for multiple departments and programs on an "as-needed" basis, in-state and out-of-state, sometimes simultaneously as requested. Contractors shall comply with all intrastate and interstate transportation requirements as they relate to vehicles and drivers.

### **4.2 Operating Experience:**

Contractor must have at least three years' operating experience in the types of transportation services requested.

### **4.3 Ordering:**

Services are to be provided on an "as needed" basis. Contractor must be able to supply transportation on 24-hour notice, per the terms and conditions herein. Contractor shall, during the term of the contract, provide and maintain an adequate number of buses to transport, conveniently and safely, any and all passengers as designated by the requesting University department. Contractor shall comply with all transportation requirements as they relate to vehicles and drivers.

Orders shall be placed online and/or via telephone and confirmed in writing, or by way of written correspondence from Central Washington University departments. Specific times may be required when orders are placed. Services ordered under the contract shall be billed by individual invoice with itemized listing rate of charge, date(s) of service and department transported.

**4.3.1 Support Personnel:** Contractor shall have a representative at their facilities authorized to act on behalf of the Contractor between the hours of 8 a.m. and 5 p.m. weekdays. Contractor shall provide Central Washington University Purchasing Office with a list of individuals who may be contacted after normal business hours in the event of an emergency. Contractor shall maintain sufficient staff to provide the University with uninterrupted service.

**4.3.2 Rejection of Equipment:** Central Washington University departments may reject any transportation equipment/services that do not meet the specific requirements of this contract. To their satisfaction departments shall have the following options: 1) Contractor to obtain replacement equipment at no additional cost to the University; 2) Department to adjust trip schedule; 3) Department may opt to accept the offered equipment/services; or 4) Department may arrange for alternative transportation.

### **4.4 Safety and Quality Assurance:**

1. Contractor is obligated to comply with generally accepted standards of the bus transportation industry for operation and maintenance practices. At a minimum, Contractor shall comply with all provisions of applicable statutes and agreements which may affect safety, and with all Department of Transportation and State

regulations, directives, orders, rules and standards pertaining to services provided hereunder.

2. Contractor shall keep equipment clean, orderly, and in a good state of repair, and comply with generally accepted standards of maintenance.
3. Contractor shall not provide equipment or drivers that are in an "out of service" condition as defined by the North American Uniform Out of Service Criteria, adopted by the Commercial Vehicle Safety Alliance (CVSA), or fail to comply with any applicable State laws. Vehicles shall display a current CVSA safety inspection program decal. Proof of *CVSA inspection or Washington State required Annual Inspection* compliance shall be submitted with each bid.
4. Central Washington University may periodically perform scheduled or unannounced safety inspections of facilities, records, and equipment. Such inspections shall be conducted by the University upon presentation of a letter of authorization from Central Washington University Purchasing Office. University personnel performing inspections shall be properly identified.

#### **4.5 Federal and State Regulations:**

Contractor shall be in compliance with all applicable state and federal laws, including possession of proper operating authority under the Department of Transportation, Surface Transportation Board (STB), and the Washington State Transportation Commission requirements continuously throughout the term of the contract. The Contractor shall file all current operating authorities (copies of licenses, certifications, etc.) with the Central Washington University Purchasing Office and immediately give notice, should the Contractor's authority change at any time for any reason.

**4.5.1 Department of Transportation (DoT) Ratings:** Contractor shall be in full compliance with the Federal Motor Carrier Safety Regulations and have a *current* "satisfactory" rating, indicating compliance with federal motor carrier safety regulations, as issued by the U.S. Department of Transportation's Federal Highway Administration.

Contractor must be rated "Satisfactory" to qualify for Central Washington University approval and/or continued use. The Contractor shall be ineligible to provide transportation services to Central Washington University should its rating change to anything less.

Evidence of the Contractor's rating must be submitted with its proposal, and any subsequent changes in the Contractor's rating shall be immediately forwarded to Central Washington University Purchasing Office.

**4.5.2 Registration/Licensing/Permit Regulations:** All buses must be properly registered, licensed, and have the appropriate state permits to carry the anticipated passenger and baggage weight within each transit state.

**4.5.3 Driver Certification:** Contractor shall provide properly certified and competent drivers for the bus or buses in accordance with the provisions and requirements of all applicable state and federal laws. Drivers shall at all times be in compliance with the U.S. Department of Transportation Federal Motor Carrier Safety Regulations. Drivers must be CDL certified with a passenger endorsement. Drivers shall be in compliance with the Federal Highway Administration's controlled substances testing regulations for drivers. A copy of the Contractor's drug policy must be included in proposal. Persons who may be employed as substitutes or standby drivers shall fully comply with all requirements pertaining to regular drivers.

The Contractor will assume all responsibility and liability for assuring all of the Contractor's employees, prior to operating the transit, have obtained and provided a valid, clear, criminal background check as required by Washington State (RCW 43.43.830-840).

**4.5.4 Driver Hours of Service:** Drivers shall not exceed the hours of service limitations as prescribed in the Federal Motor Vehicle Safety Regulations Part 395. (No more than 10 hours driving following 8 consecutive hours off-duty or for a period after having been on-duty 15 hours following 8 consecutive hours off-duty.) On movements where more than one driver is required, the Contractor must pre-position a 2nd driver in sufficient time to allow adequate rest and to comply with maximum driving and on-duty time laws.

The use of sleeper berth arrangements to transport extra drivers, either on buses provided for movement or on auxiliary buses, is prohibited. Ferrying of Contractor personnel may be allowed on the buses with the permission of the ordering department.

**4.6 Fuel Cost Increases:**

A surcharge may be allowed, with written Central Washington University Purchasing Office approval, when fuel price exceeds 10% of cost of fuel at the inception of the contract (current pricing of fuel to be provided by Contractor to Central Washington University Purchasing Office at the time of bid award).

Contract pricing will be subject to increase or decrease in the same proportion as changes occur in the Contractor's certified fuel costs providing the Contractor requests an adjustment from Central Washington University Purchasing Office 30 days prior to the effective date. The written request shall be accompanied by written proof of said changes in fuel cost to the Contractor and is subject to acceptance by Central Washington University Purchasing Office. The University shall have the option of accepting the price change or canceling the balance of the contract. All price decreases must be offered to the University.

#### **4.7 Equipment:**

Transportation shall be furnished by means of a suitable, proper, safe and approved vehicle to be provided by the Contractor at Contractor's own cost and expense. Equipment furnished must be in good mechanical condition and under a preventative maintenance and replacement program that will insure safety and reliability. Proposers shall provide a complete listing of vehicles to be used to provide the requested services. The information provided shall include a brief narrative of the Proposers maintenance facilities and preventative maintenance procedures/forms. Fleet list information shall include: Vehicle type, model numbers, age of equipment, seating capacity, restroom, air conditioning, overhead baggage storage type and capacity, other baggage storage availability, and which vehicles have wheel chair lifts.

4.7.1 Spare Vehicles: Contractor shall indicate their capacity for spare vehicles necessary to provide backup support in cases where normally assigned vehicles are rendered inoperable. Such buses shall in all respects fully comply with the provisions and requirements of the contract.

4.7.2 Baggage and Paraphernalia: Contractor shall transport at least the amount of baggage and paraphernalia requested at the time of the order. Contractor personnel shall supervise and assist in loading and unloading of baggage and paraphernalia by University personnel. The Contractor shall be responsible for ensuring that baggage/paraphernalia and baggage compartment doors are properly secured. With advance notice the Contractor shall provide locks to secure the bus and/or baggage compartment. If the Contractor has a reasonable belief that the weight, size or character of baggage make it unsuitable for bus transport, the Contractor, prior to or at any stage of the journey, may refuse to carry the baggage.

4.7.3 Equipment for the Handicapped: The Contractor shall be in compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336) and any other laws related to the provision of handicapped transportation services. The Contractor shall provide the University with transportation equipment for the physically handicapped when requested.

4.7.4 Vehicle Specifications: To provide passenger comfort, buses shall meet the following specifications:

1. Vehicles must have operable air-conditioning (when requested) and heating units, recliner type seats, and rest rooms. Contractor shall maintain either cell phone service or push to talk communication under this contract in order to provide communication and coordination between all vehicles involved in group movements and to assist in the event of breakdowns or route changes. All vehicles shall meet the standards and specifications as set forth by the U.S. Department of Transportation and the State of Washington.
2. Vehicles ordered under this contract must conform to industry standard or better in regard to size and specifications. Seats are to have at least industry

standard width for double seats and padding constructed so as to prevent passenger contact with the structural parts of the back or bottom, and armrests are to be padded sufficiently to provide insulation from vibration. Retractable aisle side armrests preferred. Seats are to be capable of reclining to approx. 30 degrees, except for seats immediately ahead of lavatories or those in the extreme rear of the vehicle. Seat adjustment levers with placement for convenience and comfort are preferred. Larger vehicles must have enclosed overhead-type parcel racks available for coats, hats, and parcels. Smaller vehicles must have parcel racks available for coats, hats, and parcels.

3. Interiors and exteriors must be cleaned and serviced prior to each departure.
4. All vehicles ordered under this contract will be designated as non-smoking.
5. On board rest rooms must be clean, sanitary and functional with adequate provision of toilet tissue, soap, paper towels and fresh wash water, or towelettes, for each trip.

#### **4.8 Additional Expenses:**

When the Contractor incurs additional expenses as a result of a University department's request to change the move as originally directed, or the passengers fail to meet scheduled departure, the University department will consider these costs. Additional costs must be documented and submitted for review prior to invoicing.

#### **4.9 Insurance Requirements:**

During the Term of the resulting Contract, Contractor must obtain and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:

- 1. Commercial General Liability Insurance (CGL). Contractor** shall maintain CGL insurance and, if necessary, commercial umbrella liability insurance, covering Bodily Injury and Property Damage on an 'occurrence form' in the amount of not less than \$5,000,000 per occurrence and \$5,000,000 general aggregate. This coverage shall include Contractual Liability insurance for the indemnity provided under the resulting Contract. The insurance shall also cover bodily injury, including disease, illness and death, and property damage arising out of the Contractor's premises/operations, independent Contractors, products/completed operations, personal injury and advertising injury, and contractual liability (including the tort liability of another assumed in a business Contract), and contain separation of insured's (cross liability) conditions. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or servants. Contractor waives all rights against the University and the State of Washington for the recovery of damages to the extent they are covered by general liability or umbrella insurance. The limits of liability insurance shall not be less than as follows:

General Aggregate Limits (other than products-completed operations)	\$5,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury Aggregate	\$1,000,000
Each Occurrence (applies to all of the above)	\$1,000,000
Fire Damage Limit (per occurrence)	\$50,000
Medical Expense Limit (any one person)	\$5,000

**2. Business Auto Policy (BAP).** In the event that services delivered pursuant to the resulting Contract involve the use of vehicles, or the transportation of clients, automobile liability insurance shall be required. The coverage provided shall protect against claims for bodily injury, including illness, disease, and death; and property damage caused by an occurrence arising out of or in consequence of the performance of this service by the Contractor, Subcontractor, or anyone employed by either. Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a combined single limit not less than \$5,000,000 per occurrence. The business auto liability shall include Hired and Non-Owned coverage. Contractor waives all rights against the University and the State of Washington for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

The limits of all insurance required to be provided by Contractor shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits.

A cross-liability clause or separation of insured condition shall be included in all general liability, professional liability, pollution, and errors and omissions policies required by this Master Contract.

**Additional Provisions**

**Insurance Carrier Rating.** Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington’s Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best’s Insurance

Rating. The University reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

**Additional Insured.** Except for Works' Compensation, Professional Liability, Personal Automobile Liability, and Pollution Liability Insurance, all required insurance shall include the State of Washington, Central Washington University, its elected and appointed officials, agents and employees as an Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.

**Certificate of Insurance.** Upon request by the University, Contractor shall furnish to the University, as evidence of the insurance coverage required by the resulting Contract, a certificate of insurance satisfactory to the University that insurance, in the above-stated kinds and minimum amounts, has been secured. A renewal certificate shall be delivered to the University no less than ten (10) days prior to coverage expiration. Failure to provide proof of insurance, as required, will result in contract cancellation. All policies and certificates of insurance shall be included as part of the resulting Contract.

**Primary Coverage.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or the University. All insurance or self-insurance of the State of Washington and/or the University shall be excess of any insurance provided by Contractor or subcontractors.

**Subcontractors.** Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

**Waiver of Subrogation.** Contractor waives all rights of subrogation against the State of Washington and the University for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.

**Notice of Change or Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Contractor to the University. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall be included the resulting Contract.

## SECTION #5 REQUIRED RESPONSES OF ALL BIDDERS

Vendors are required to respond to each of the items detailed in this section. Responses should be formatted to correspond numerically to the items listed. Vendors should have their company name on each page. **Please also include any information that has not been addressed in the questions that may be pertinent to this project.**

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

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

### **5.1 Executive Summary: (15 points possible)**

In the executive summary the vendor should provide general information regarding the company and services offered. The summary should include information regarding the financial status and current economic conditions of the company, general staffing and organization structure, experience providing bus transportation services for universities or similar organizations and as outline in section #4. Indicate the length of time your company has been in business. Also provide a copy of your company's drug policy.

### **5.2 Vendor Profile (15 points)**

Provide a vendor profile including:

- The approximately number of clients that are currently using your services.
- The number of higher education clients have purchased your services.
- The number of employees your company has dedicated to office support, customer service, maintenance and drivers. Indicate average number of years' experience for each group.
- Provide a description of your scheduling/customer service processes and billing procedures. Include contact information.
- Provide a description of your emergency procedures in place for on-road vehicle breakdowns, including procedures for abandoning the vehicle.
- Indicate any enhancements or additional services offered by your company.
- Provide proof of *CVSA inspection or Washington State required Annual Inspection per section 4.5.3*
- Provide evidence of "Satisfactory" rating indicating compliance with the *Federal Motor Carrier Safety Regulations* issued by the U.S. Department of Transportation's Highway Administration.

### **5.3 Diversity Plan: (0 Points)**

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

### **5.4 References: (15 points)**

Provide a list of three (3) references that have used your services. Include names, phone #'s and email addresses. References should be for people who have dealt

directly with your company. For those respondents with prior contracts with Central Washington University, references should not include CWU.

**5.5 Pricing: (30 points possible)**

Provide a price list that outlines at minimum the following charges and any other pertinent charges:

- Detail your pricing structure by size/type of vehicle, per mile, per trip, per hour, length of stay including any overnight charges, upcharges, or any other fixed method.
- Fuel surcharges.
- Relief driver charges.
- Cancellation charges – one month, two weeks, one week, seventy-two hours, same day.
- Tolls, parking and other related charges.

In addition to the above, bidder may submit alternative pricing proposals, however the information requested above must be supplied and will be used for evaluation purposes. Bidder should specify any additional services or incentives that will be offered to the University and included in the quoted price. Any incentives must be identified in the response package.

All price rates quoted are to be calculated from the time and point of scheduled departure to the trip destination and back to scheduled return destination. No additional charges, such as, travel from the Contractor's garage to the University campus, mileage, tolls, gratuities, fuel or fuel charges, etc., will be accepted.

## **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 issues related to institutions of higher education.
- 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, meeting project deadlines 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 75 points possible.

**6.4 Interview:** After evaluation of the proposals, finalist(s) may be asked to conduct a phone interview. Contract award will be made to the respondent who best meets the University’s overall requirements and criteria.

# **CENTRAL WASHINGTON UNIVERSITY**

## **REQUEST FOR PROPOSAL**

### **APPENDIX A**

#### **FORM OF CONTRACT**

**CENTRAL WASHINGTON UNIVERSITY  
STANDARD AGREEMENT**

This **CENTRAL WASHINGTON UNIVERSITY STANDARD AGREEMENT** ("Agreement") is entered into by and between Central Washington University, 400 East University Way, Ellensburg, WA 98926 ("CWU"), and <<**Contractor Name 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.



# **CENTRAL WASHINGTON UNIVERSITY**

## **REQUEST FOR PROPOSAL**

### **APPENDIX B**

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

**Appendix B: Terms and Conditions Specific to Washington Institutions of Public Higher Education  
Cooperative Purchasing**

**1. Definitions:**

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

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

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

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

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

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

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

Institution.

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

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

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

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

6. **WIPHE Cooperative Members:**

**Four Year Institutions:**

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

**Community and Technical Colleges:**

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

# **CENTRAL WASHINGTON UNIVERSITY**

## **REQUEST FOR PROPOSAL**

### **APPENDIX C**

#### **IN-STATE PREFERENCE/RECIPROCITY**

Pursuant to RCW 43.19.704 and WAC 236-48-085, the Department of General Administration Office of State Procurement has established lists of states, which grant a preference to their in-state businesses and the appropriate percentage increase applicable against firms submitting bids from these states for goods and services.

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

See Link below for preferences & conditions listed by state:

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

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

# **CENTRAL WASHINGTON UNIVERSITY**

## **REQUEST FOR PROPOSAL**

### **APPENDIX D**

#### **Vendor Diversity Plan**

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

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

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

# CAMPUS MAP

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

