

## NOTICE OF PUBLIC AUCTION

CENTRALIA COLLEGE  
600 CENTRALIA COLLEGE BLVD  
CENTRALIA, WA 98531

INVITATION FOR SEALED BIDS: Notice is hereby given that Centralia College will sell, by written, sealed bid, ONE (1) individual vacant dwellings, located at 411 South King Street, Centralia, WA. Bidder requirements, instructions for bidders and sample of sales agreement can be found on the Centralia College website at <https://www.centralia.edu/about/leadership/purchasing.aspx>

Sale is for buildings only and shall be sold "as is". Successful bidders will remove the dwelling. Centralia College will retain ownership of the land. Bidders must use the attached Bid Forms when submitting their bid.

OPEN HOUSE: Interested parties may view the dwelling between 2:00 and 3:30 PM PST, June 4, 2024. Interested parties will check in at Centralia College Procurement Services Department, located inside of the Receiving dock on the south side of the Technology Building, 301 South King, Centralia, WA.

DEADLINE FOR SUBMITTAL OF SEALED BIDS: 11:00 AM PST, June 20, 2024. Bid(s) must be delivered to the Centralia College Procurement Services Office located inside the Receiving dock on the south side of the Technology Building, 301 South King Street, Centralia, WA. Bid(s) must be in a sealed envelope clearly marked with Bidder's return address plus - Centralia College, Sealed Bid for 411 South King Street.

MINIMUM BIDS: Minimum bids shall be \$50.00.

PERFORMANCE BOND/DEPOSIT: Bidders must include separate Performance Deposit in the amount of \$5000, with each bid. Performance Bond/Deposit must be in the form of Cashier's Check(s), Certified Check(s) or Money Order(s) payable to Centralia College. Deposit(s) will be returned to unsuccessful bidder(s) promptly.

INQUERIES: All inquiries regarding the auction of this dwelling and resulting sales agreement must be directed to:

Amanda Witt, Director of Procurement Services  
Email: [purchasing@centralia.edu](mailto:purchasing@centralia.edu)  
Phone: 360-623-8771

**PUBLIC AUCTION BIDDER AND SALE REQUIREMENTS  
AND  
INSTRUCTIONS TO BIDDERS**

I. SUCCESSFUL BIDDER REQUIREMENTS for DWELLING SALE AND REMOVAL

1. Dwelling must be removed from the property. The College will remain in possession of the land.
2. Successful bidder(s) may retain all salvageable improvements from the dwelling and outbuilding, if any.
  - a. If salvaged, all remaining debris must be removed and, except as noted below, site cleared of all remaining debris.
3. Successful Bidder(s) agrees to remove dwelling and improvements from the College's property and comply with the following requirements:
  - a. At the time of award, the successful Bidder(s) and the College will immediately execute the Personal Property Sale and Removal Agreement and make payment in full for the purchased dwelling.
  - b. The successful Bidder(s) will pay applicable sales tax.
  - c. Successful Bidder(s) will receive a Bill of Sale from the College after the dwelling is severed from the land and removed from the College's property.
4. Dwelling will be available for removal starting July 1, 2024.
5. Removal and all clean up must be completed no later than 5:00 PM PST, December 31, 2024.
6. Successful Bidder (Purchaser) will completely remove dwelling, improvements, and clean up all resultant debris in accordance with the College's instructions including but not limited to:
  - a. Submit to the College choice of house move contractor and/ or method of removal of dwelling to College for review no later than August 1, 2024.
  - b. Submit plans to College regarding the intended days and hours in which the Successful Bidder plans to remove dwelling and clean up the site.
  - c. Provide and pay for all equipment, labor, and services necessary to complete the removal of the dwelling.
  - d. Obtain all necessary permits, notices, or licenses for the project and pay all required fees.
  - e. Comply with all laws, ordinances, rules and regulations related to moving or salvaging and complete removal of dwellings and at purchaser's sole expense.
  - f. Remove all debris or contamination due to Successful Bidder's (Purchaser's) activities. The City of Centralia and Lewis County Ordinance 1123 requires disposal of any non-recyclable debris or solid waste at the Lewis County Landfill.
  - g. Knock down any concrete or building block foundations onto the site. Concrete Slabs may remain.
7. Successful Bidder may not store any equipment or other personal property on the College's property not related to removal of dwelling or equipment that is not required to comply

with the terms of this sale. College will not be responsible for safety or security of dwelling or property stored on site or within dwelling after removal start date listed in item 4.

8. The College will:

- a. Provide disconnect notices to all utility companies prior to start of project.
- b. Remove foundation rubble.
- c. Remove any fuel tanks, either above or below ground. Cap all water and sewer lines.

9. Withdrawal of Bid

- a. Withdrawal of bids is subject to positive identification of the bidder and will not be considered unless made prior to the time set for bid opening. Name and address of bidder must be on the bid envelope or the bid may not be withdrawn. Bids may not be assigned to third parties.

10. Basis for Award

- a. Centralia College reserves the right to accept or reject proposals, and to contract to the best interest of the College.
- b. Dwelling will be sold for the highest qualifying bid equal to or higher than the minimum bid listed. When two (2) or more highest bids are submitted for the same amount, the tied bidders will be notified and requested to submit a new written bid to break the tie.
- c. Bids will be opened after the scheduled bid deadline time. The name of the bidder, and the bid amount will be announced.
- d. The College reserves the right to waive any minor informalities or irregularities in bids received or reject any or all bids or portions thereof.
- e. Bids containing contingencies or conditions will be rejected.

11. Bid Results

- a. The apparent successful bidder will be notified and will receive a receipt for their performance deposit by mail.

12. Default

- a. The property may be offered to the next highest qualified bidder or negotiate a sale for no less than the established minimum bid in the event that the apparent successful bidder defaults or fails to qualify. Alternatively, the College may issue another auction for unsold dwellings.

13. Unsold Dwellings

- a. Those dwellings for which no bids have been received at opening may be purchased for the minimum bid on a first come first serve basis.

14. Property Condition:

- a. The dwellings are offered, "AS IS" and "WHERE IS" without representation, warranty or guarantee as to quality, character, condition, size or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after bids have been awarded. All sales are subject to matters that would be disclosed by an inspection of the dwelling(s) purchased, and special conditions contained herein.

15. Conditions of Sale:

- a. Centralia College makes no representation of any kind as to the accuracy or completeness of the dwelling information provided in the Notice of Public Auction. The College makes no warranty, expressed or implied, including but not limited to suitability for any use.
- b. Centralia College accepts no liability for protection of the dwelling(s) after the sale has been finalized.
- c. It shall be the Successful Bidder's responsibility to comply with all federal, state, county and city regulations that apply to activities resulting from the award of this sale, including, but not limited to moving or salvage of purchased dwelling(s) and improvements.
- d. Purchaser shall agree to obtain all necessary permits, notices, licenses and comply with Lewis County Ordinance 1123 related to disposal of debris.
- e. The Purchaser may not assign any right acquired by this sale without written permission of Centralia College.
- f. Title to the improvements remains in the College until the improvements are severed and removed from the College's land.

16. INDEMNIFICATION: Successful Firm or Individual shall indemnify and hold harmless Centralia College from any and all claims, liabilities and causes of actions occasioned by the project.

- a. The College reserves the right to cancel any or all sales and reject any or all bids. All sales are subject to approval by the Centralia College, Vice President of Finance & Administration.

II. INSTRUCTIONS TO BIDDERS & GENERAL SALES TERMS

1. Bid Format and Submission

- a. Bids must be received by the Centralia College Procurement Services Department by 11:00 AM PST, June 7, 2024. Bids received after the scheduled date and time will not be accepted or opened.
- b. The delivery of bids to the College is the sole responsibility of the Bidder. Bids received after the date and time enumerated in II.1 that are a result of failure by carrier services (USPS, FedEx), or inaccurate directions to Procurement Services Department physical location will be deemed late and not accepted or opened.
- c. All bids must be submitted using attached "Bid for Purchase of Surplus Dwelling" form.
- d. Bids not on this form will be rejected.
- e. All bids must be in a sealed envelope marked with Bidders first and last name, Centralia College, Sealed for 411 South King Street.
- f. Bid forms must be legible with all erasures, strikeouts, and corrections initialed by the person signing the bid.
- g. Bids must be signed in ink.

2. Performance Deposit or Performance Bond

- a. All bids must be accompanied by a Performance Deposit or Performance Bond in the amount of \$5000. Deposit/Bond is required to ensure timely and complete removal

of the dwelling, and ensure College property is left in satisfactory condition. Such satisfactory condition includes, but is not limited to complete removal of the dwelling, removal of any equipment, debris or contamination resulting from the Purchaser's activities.

- b. Deposits must be in the form of Cashier's Check, Certified Check or Money Order made payable to Centralia College. Any other form of deposit will not be accepted.
  - c. Bidders are encouraged to note their name and the dwelling address on the Cashier's Check(s) or Money Order(s).
  - d. The Deposit will be refunded upon final inspection by the College and upon the Purchaser's compliance with the sale terms.
  - e. Should the apparent successful bidder fail to complete the sale and removal of the dwelling(s) in accordance with the terms stated herein, the sale shall become null and void and all monies paid hereunder, including performance deposit, shall be forfeited to the College as liquidated damages and the salvage rights shall be immediately terminated.
  - f. Deposit(s) will be returned to unsuccessful bidder(s) promptly, typically within five (5) business days.
3. Bids from Centralia College Employees:
- a. College employees must request and receive the written permission of the Vice-President of Finance & Administration prior to bidding on College-owned property.

## BID FORM FOR SURPLUS DWELLING

Bid Due Date	<u>June 20, 2024 at 11:00 AM PST</u>
Property Address	<u>411 King Street, Centralia WA</u>
Bid Amount	<u>\$</u>

### Bidder Information

Name of Bidder \_\_\_\_\_

Mailing Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

The undersigned bidder certifies that neither I nor my spouse is an employee of Centralia College,

OR

The undersigned bidder (or spouse) is an employee of Centralia College, has obtained approval to submit this bid and has attached written authorization from Vice President of Finance and Administration of Centralia College.

To be considered, each bid MUST be accompanied by an individual Performance Deposit in the form of a: Cashier's Check, Certified Check or Money Order, Payable to Centralia College.

Performance Deposit Enclosed

Payment in full of Bid Amount is due within ten (10) business days after bid award notification is provided to successful bidder. DO NOT INCLUDE BID AMOUNT PAYMENT WITH YOUR BID RESPONSE.

Bidder should contact the local jurisdiction governing the subject property for specific requirements regarding use(s) allowed. Centralia College makes no warranty, expressed or implied about suitability for any use(s).

The undersigned bidder hereby submits to Centralia College, a bid for the purchase of the above noted property. Bidder acknowledges, understands and accepts the terms and conditions contained in the Notice of Public Auction, General Sales Terms and Dwelling Information. Bidder also agrees to sign a Personal Property Sale and Removal Agreement if awarded the sale.

### Signature of Bidder Required

Signature: \_\_\_\_\_

Date \_\_\_\_\_

**Personal Property - Sale & Removal Agreement**

Subject to the terms and conditions stated hereof, the undersigned Purchaser hereby tenders payment of XXXXX (\$X.00), together with a refundable performance deposit in the amount of \$5,000.00 previously submitted with bid, for purchase from the Centralia College, seller, of salvage rights to the following described personal property offered for sale pursuant to RCW 47.12.140 on June 7, 2024.

DWELLING ADDRESS: 411 South King Street, Centralia, WA 98531

After acceptance of this Agreement by Centralia College, the Purchaser agrees to remove the above-described dwelling and improvements from Centralia College's property no later than 5:00 PM PST December 31, 2024, and clean up all resultant debris in accordance with the Centralia College's instructions as identified in the Notice of Public Auction, Bidder and Sale Requirements and Instruction to Bidders and Sale and Removal Agreement Terms.

In said removal operations, Purchaser agrees to comply with all federal, state and local jurisdiction codes and regulations that may apply, otherwise the sale shall become null and void and all monies paid hereunder, including performance deposit, shall be forfeited to Centralia College as liquidated damages and the salvage rights herein described shall be immediately terminated.

It is also understood and agreed that payment shall be made by cash, certified check, cashier's check, or negotiable money order. This sale shall not become final until collection is made.

As Purchaser, I have read the Notice of Public Auction, Bidder and Sale Requirements and Instruction to Bidders and Sale and Removal Agreement Terms and agree to comply with them.

IN WITNESS WHEREOF, the said Washington State Community College District Twelve, Centralia College, has caused this Contract to be subscribed in its behalf, and the said Contractor has signed this Contract the day and year written below.

**PURCHASER**

**COLLEGE**

Centralia College

By

By

Title

Title

Date

Date

### **Sale and Removal Agreement Terms**

1. Title to the dwelling shall remain with Centralia College until the dwelling is severed and removed from Centralia College-owned land. Upon such removal, the Purchaser shall acquire title to the improvements.
2. The Purchaser shall remove the dwelling and improvements herein described and all resultant debris from Centralia College's property as provided herein. Unsanitary and hazardous conditions created by removal or demolition of purchased items shall be corrected under instructions from and to the satisfaction of Centralia College.
3. Salvage rights may not be resold without written consent of Centralia College, until it has been removed from Centralia College property.
4. Purchaser, its contractors, agents, employees, successors, or assigns will protect, save, and hold harmless Centralia College, its authorized agents, and employees from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of the Purchaser, its assigns, agents, contractors, licensees, invitees, employees, or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.
5. The Purchaser further agrees to defend Centralia College, its agents, or employees in any litigation, including payment of any cost or attorneys' fees, for any claims or action commenced, thereon arising out of or in connection with acts or activities authorized by this Agreement. This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of Centralia College or its authorized agents or employees; Provided, that if the claims or damages are caused by or result from the concurrent negligence of (a) Centralia College, its agents, or employees and (b) the Purchaser, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Purchaser or Purchaser's agents or employees.
6. During the performance of this Agreement, the Purchaser, for itself, its assignees, and successors in interest agrees as follows:
  - a. Compliance with Regulations: The Purchaser will comply with the Regulations relative to nondiscrimination to federally assisted programs of Centralia College (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herewith incorporated by reference and made a part of this Agreement.
  - b. Nondiscrimination: The Purchaser, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Purchaser will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Title 49, Code of Federal Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Federal Regulations.
  - c. In all solicitations made by the Purchaser for work to be performed under a potential subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Purchaser of the Purchaser's



obligations under this Agreement and the Federal Regulations relative to non-discrimination on the grounds of race, color, or national origin.

- d. Sanctions for Noncompliance: In the event of the Purchaser's noncompliance with the nondiscrimination provisions of this Agreement, Centralia College shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
  - i. Withholding of refund of performance deposit payments to the Purchaser under the Agreement until the Purchaser complies, and/or
  - ii. Cancellation, termination, or suspension of the Agreement, in whole or in part, and forfeiture of the performance deposit.
- e. The Purchaser shall include the provisions of the above paragraphs (a) through (e) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Federal Regulations, orders, or instructions issued pursuant thereto.

The Purchaser will take such action with respect to any subcontractor or procurement as Centralia College may direct as a means of enforcing such provisions including sanctions for noncompliance. However, in the event a Purchaser becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Purchaser may request Centralia College to enter into such litigation to protect the interests of Centralia College.