



## **REQUEST FOR PROPOSALS #25-012**

**Robert H. and Josephine L. O’Neill**

### **Memorial Earth Science Wing Mural**

**PROPOSAL SUBMISSION DEADLINE**

**PROPOSALS MUST BE SUBMITTED BY: January 15, 2025 at 11:00 AM**

Centralia College is excited to announce a mural project for the Robert H. and Josephine L. O’Neill Memorial Earth Science Wing study area in the Walton Science Building. This project funded is funded by student use fee funds and a grant from the Centralia College Foundation.

**An optional informational meeting will be held December 5, 2024 at 2 PM in Room 108 of the Walton Science Building of the Centralia College Main Campus in Centralia, Washington. This meeting will be held at the mural site and in adjacent classroom.**

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## 1. General Information

### 1.1. Purpose

The purpose of this solicitation (RFP) is to obtain competitive proposals from qualified artists or artist teams interested in designing and executed a ten (10) foot by ten and one half (10 ½) foot mural.

### 1.2. Point of Contact for Request for Quotations

All questions regarding this Request for Quotations should be directed to:

Amanda Witt, Director of Procurement Services

amanda.witt@cenntralia.edu

Centralia College

600 Centralia College Blvd.

Centralia, WA 98531

### 1.3. Key Action Dates

Listed below are important times and dates related to this RFP, including deadlines by which certain actions must be taken. Any changes to these key action dates will be issued as amendments to all prospective Vendors. All times stated are Pacific Standard Time (PST). The College reserves the right to revise/adjust solicitation timeline as needed.

Request for Proposals Advertised	November 25, 2024
Optional Informational Meeting	December 5, 2024 at 2 PM
Deadline for RFP Questions	December 19, 2024 at 2 PM
Submission Deadline	January 15, 2025 at 11:00 AM
Evaluation of Proposals	January 16, 2025 through January 29, 2025
Tentative Optional Interviews	February 3, 2025 through February 14, 2025
Notice of Award	February 20, 2025
Protest period closes	February 27, 2025
Anticipated Contract Execution Date	March 3, 2025

### 1.4. RFP Designations

The following designations are used interchangeably and will apply for the purpose of this RFP:

The term "Centralia College," "Centralia Community College," or "College", as used in this RFP shall be construed to include its employees, officers and agents at its campuses.

The term "Vendor," "Candidate," "Supplier," "Bidder", "Proposer", "Contractor" or "Consultant" shall mean any company, person or team of persons who submits a response to the RFP to fulfill the conditions and terms of this RFP.

The term "Successful Vendor," "Successful Bidder" or "Awarded Vendor" shall mean the company, person or team of persons awarded this contract.

### **1.5. Questions Regarding this RFP**

Vendors requiring clarification of the intent or content of this RFP, or on procedural matters regarding the Request for Quotations process, may request clarification by submitting written questions by email with the RFP number in the subject line addressed to the Request for Quotations Contact Person. Answers to the questions will be provided to all Vendors without identifying the submitter. Questions regarding this RFP must be submitted no later December 19, 2024 at 2 PM.

The College will summarize any pertinent information which will be posted as an addendum on Washington's Electronic Business Solutions (WEBS). URL: <https://fortress.wa.gov/ga/webs/>

## **2. Issuing Office**

Centralia College is issuing this Request for Quotation (RFP) through the Procurement Services Department. The Centralia College Procurement Services Department is the sole point of contact regarding all contractual matters relating to the requirements described in this RFP, and is the only department authorized to change, modify or clarify, the specifications, terms, and conditions of this RFP. All communications, including any requests for clarification, concerning this RFP shall be in written format and submitted to the Request for Quotations Contact Person:

Amanda Witt, Director of Procurement Services

[Amanda.witt@centralia.edu](mailto:Amanda.witt@centralia.edu)

Or

Amanda Witt, Director of Procurement Services

600 Centralia College Blvd.

Centralia, WA 98531

### **2.1. Revisions to RFP**

In the event that it becomes necessary for the College to revise any part of this RFP, addenda will be posted on WEBS: <https://fortress.wa.gov/ga/webs/>

### **2.2. Proposal Validity Period**

Proposals are to be valid for a period of one hundred eighty (180) days after the deadline for receipt of proposals.

### **2.3. Intent**

Centralia College intends to enter into a contract for services with the selected vendor.

### **2.4. Reserved Rights**

**2.4.A.** This solicitation does not obligate the College to contract for the solicited product(s) and services specified herein. The College reserves the right, at its sole discretion, to contract in the best interests of the College to obtain the pricing and services that meet the needs of the College as expressed in this RFP. The College reserves the right to:

- (1) Waive any technicality or informality if in the best interests of the College to do so.
- (2) Waive any minor irregularities in any proposal received, including but not limited to, obvious mathematical errors in extension of pricing, failure to date the proposal.

- (3) Review vendors' previous (past) contract performance with the College to determine if the vendor is considered by the College to be responsive and responsible. Vendors with documented poor performance may be eliminated from award consideration.
- (4) Cancel or re-issue the RFP or reject any and all offers without penalty.
- (5) Award or reject quotation portions thereof unless the bidder stipulates all or nothing on the quotation.
- (6) Reissue an RFP or negotiate under provisions outlined under RCW 43.19.1911.
- (7) Award on an all-or-none basis, in part or in whole, taking into consideration reductions in administrative costs as well as unit prices.
- (8) Make single or multiple awards.
- (9) Award based on the goods and services that best meets the needs of the College.

### **2.5. Withdraw or Modification of Proposal**

Proposals may be withdrawn or modified in writing and submitted by US Mail or hand delivery from the Vendor prior to the deadline for receipt of proposals. No oral withdrawals or modifications will be accepted.

### **2.6. Late Proposals**

Proposals received by the RFP Coordinator after the stated due date and time will not be accepted and will be disqualified from further consideration as they will be deemed non-responsive. All late RFP documentation becomes the property of the College and will not be returned.

### **2.7. Proprietary Information**

All proposals submitted become the property of the College and are a matter of Public Record after the final award. Proposals containing information of a proprietary or sensitive nature should identify that information as CONFIDENTIAL. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right-hand corner of the page. The College is required by law to disclose requested documents within five days of a public record request. Any and all requests for inspection or information should be directed to the College's Human Resources Office. The College will make an effort to notify the vendor in a timely manner that a public records request has been received for information that contains proprietary or sensitive information to allow the vendor to obtain legal guidance. If any information is marked as Confidential in the quote, such information may not be made available until the affected vendor has been given an opportunity to seek a court injunction against the requested disclosure or five (5) days.

### **2.8. Reimbursement of Proposal Costs**

Each vendor submitting a proposal is responsible for all costs associated with preparing and submitting a complete proposal, including costs that may be incurred in providing Centralia College with additional information. Centralia College is under no obligation to reimburse Vendor for any proposal costs or incur any costs on Vendor's behalf.

**2.9. Proposals Submittal Process**

- 2.9.A.** All information must be entered legibly in ink or typewritten. The proposal submitted must not contain any erasures, interlineations, or other corrections.
- 2.9.B.** Proposals shall be received by the College, at the address stated in this RFP, on or before the date and time required. No oral, telegraphic, telephonic or facsimile proposals will be considered.
- 2.9.C.** Corrections and/or modifications received after the specified closing time will not be accepted.
- 2.9.D.** An authorized officer or employee of the responder must sign all responses.
- 2.9.E.** Interested Candidates shall one (1) electronic copy of the requested information via email to RFP Point of Contact listed in section 2.2 of this RFP. In the event that the file is too large to attach to an email, submitting vendors may mail or hand deliver one (1) electronic copy of the requested information on a USB drive in sealed packaging to the address listed below. USB drives will not be returned.

<b>Mailing Address</b>	<b>Hand Delivery Address</b>
Centralia College	Centralia College
Attn: Amanda Witt	Attn: Amanda Witt
600 Centralia College Blvd	301 S. King Street
Centralia WA 98531	Centralia WA 98531

- 2.9.F.** Addenda issued by the College interpreting or changing any of the items in this RFP, including all modifications thereof, shall be responded to and incorporated in each proposal.
- 2.9.G.** The delivery of a proposal to the College is the sole responsibility of the Vendor. Proposals will not be accepted subsequent to the date and time specified. Proposals received by the College after the specified deadline will not be considered.
- 2.9.H.** The College may waive any immaterial deviation or defect in a proposal. The College’s waiver shall in no way modify the RFP documents or excuse the Vendor from full compliance with the Scope of Work if awarded the contract.

**3. Scope of Proposed Services**

**3.1. College Profile**

Centralia College, founded in 1925, is the oldest two-year public college in Washington. Centralia College has a rich heritage of transfer, workforce and basic skills programs. The college serves Lewis and south Thurston counties. We have multiple locations; our main campus in downtown Centralia, Centralia College East in Morton, WA and two Corrections Education locations in Littlerock and Shelton, WA.

Centralia College is committed to student success, academic excellence, and supporting our community in an inclusive and equitable learning environment. We value student success, quality education and services, equity and inclusion, our diverse communities, stewardship and sustainability.

### **3.2. Mural Vision Statement**

Our mural will celebrate the rich natural beauty and heritage of the Pacific Northwest, while inspiring students to “blaze beyond” what they thought for themselves, their families and their communities. It will create a vibrant connection between our students and the surrounding environment, reflecting the diverse cultures within our community. This artwork will inspire curiosity and a sense of belonging, fostering an inclusive atmosphere in the Earth Sciences wing.

### **3.3. Mural Goal**

The goal of this ten foot by ten-and-a-half-foot mural is to create an engaging visual representation that highlights our region’s uniqueness while paying tribute to the cultures and people that shape our community. By incorporating these elements, we aim to empower students to confront the challenges of the future with confidence and creativity. This mural will serve as a dynamic backdrop for collaboration and learning, encouraging students to connect with the natural world and each other as they prepare to tackle the pressing issues facing our environment and society. We are celebrating our 100th year anniversary in 2025. The selected artist will have an opportunity to collaborate with student government leaders during the design process.

### **3.4. Scope of Work**

- (1) Design Development
  - (a) Collaborate with stakeholders (e.g., faculty, students, or a project committee) to gather input and ideas for the 10 foot by 10 ½ foot mural’s theme and design.
  - (b) Develop a detailed mural concept aligned with the vision statement and mural goal.
  - (c) Present the proposed design for feedback and approval before execution.
- (2) Site Preparation:
  - (a) Ensure the wall surface is clean, primed, and ready for painting.
  - (b) Address any necessary preparations, such as applying primer or sealant, to ensure the mural’s longevity.
- (3) Execution of Mural:
  - (a) Paint the mural on-site with high-quality craftsmanship and attention to detail.
  - (b) Adhere to agreed-upon timelines and ensure minimal disruption to the space.
- (4) Material Management:
  - (a) Procure and use high-quality, durable materials appropriate for indoor use, including paints, brushes, and protective coatings.
  - (b) Apply a finishing coat (e.g., anti-UV or anti-graffiti varnish) to enhance the mural's durability.
- (5) Documentation:
  - (a) Provide a maintenance plan for the mural, including cleaning recommendations and touch-up processes.
- (6) Compliance:
  - (a) Obtain necessary insurance and adhere to any institutional safety or access guidelines during the project.
- (7) Budget Adherence:
  - (a) Work within the provided budget and submit a detailed breakdown of costs, including labor, materials, and contingencies.

### **3.5. Proposal Requirements, Format, Maximum Page Count and Additional Content**

#### **3.5.A.** Proposals must include the following in order to be considered:

- (1) Portfolio of Work:
  - (a) High-quality images of at least three (3) and no more than five (5) previous projects, preferably similar in size and scope to this mural.
  - (b) Descriptions of each project, including location, materials used, and client or commissioning organization.
- (2) Artist/Team Resume(s):
  - (a) Include the resumes or CVs of all contributing artists, highlighting relevant experience, education, and professional achievements.
- (3) Concept Statement and Preliminary Ideas:
  - (a) A written statement outlining your vision for the mural, addressing how it aligns with the provided mural vision and goals.
  - (b) Optionally, include sketches or other visuals that convey your preliminary ideas (these are not final designs).
- (4) References:
  - (a) Name and contact information for at least three and no more than five professional references who can speak to the quality and reliability of your past work.
- (5) Proposed Budget and Timeline (if required):
  - (a) An estimate of costs for design, materials, and labor using the price proposal form found in Exhibit A of this RFP.
  - (b) A proposed timeline for completion of the project.
    - (i) Vendors should plan for all work to be completed by close of business on June 16, 2025

#### **3.5.B.** Proposal should be formatted as follows:

- (1) Title page indicating: (not included in page count)
  - (a) RFP 25-012 Robert H. and Josephine L. O'Neill Memorial Earth Science Wing Mural
  - (b) Name of artist(s)
  - (c) Date of Submission
- (2) Proposals Contents as outlined in section 3.5.A of this RFP
- (3) Exhibit A – Price Proposal Form
- (4) Exhibit B - Bidder/Proposer's Certification (not included in page count)

#### **3.5.C.** Proposal content must not exceed fifteen (15) pages total using 8 ½ x 11 size sheets. When using 11 x 17 size sheets each side will be counted as two 8 ½ x 11 sheets.

### **4. Contractor's Responsibilities**

- (1) Contractor's personnel are employees of the Contractor, and the Contractor will pay all wages, benefits, and applicable taxes.
- (2) Supervision and Labor: Contractor will, at all times, furnish adequate quantities of qualified supervision and labor to maintain the progress of work. Lack of staffing shall not justify failure to provide timely service.
- (3) Contractor must follow RCW 49.12 and WAC 296-126-092 regarding meal and rest periods.



**5. College’s Right to Audit**

Contractor shall maintain complete and accurate records of all work performed, including quantities of labor, equipment, materials and supplies used or consumed in the performance of the contract. Contractor shall make its records of these costs available for inspection and copying by College upon five (5) days written notice.

**6. Schedule of Hours**

All work shall be performed during normal business hours of 8:00 AM until 5:00 PM, Monday thru Friday.

**7. Basis for Award**

**7.1. Proposal Evaluation Method**

The contract(s) resulting from this Request for Proposals, if any, shall be awarded to the most qualified and responsive, responsible bidder whose proposal is determined to be the most advantageous and represent best value to Centralia College, taking into consideration the evaluation factors set forth in this solicitation.

**7.2. Evaluation Criteria**

The criteria that will be used by the College to evaluate Proposals include, but are not limited to:

- (1) Proposer’s qualifications and current or past experience relevant to the submitted proposal
- (2) Proposer has identified the proposed project staff, has provided their resumes.
- (3) Price Proposal
- (4) Bidder has provided all of the documents required by this RFP.

**7.3. Awarding of Contract**

Centralia College will award the contract to one successful proposer who displays the ability and expertise necessary to achieve the desired result(s) and best meets the needs of the college.

**8. Contract**

Upon final selection, proposer agrees to sign and return the Personal Services Contract, provided by the College. The form of agreement is not subject to negotiation.

**8.1. Price Proposal**

Centralia College is awarding this Request for Proposal on an approved cost reimbursement basis. The successful vendor will be required to submit invoices which separate out the services and materials provided with a total invoice payment specified. Invoices must be accompanied by supporting documentation, including but not limited to; timesheets, purchase orders and other documents sufficient to evidence expenses claimed for reimbursement.

**8.2. Responsibility and Notice of Any Change**

It is the Vendor’s obligation to notify Centralia College, by written notification if at any time during the term of the Vendor Contract, it changes its place of business, becomes delinquent in the payment of taxes, or if it or any of its designated partners are suspended or debarred by any agency, federal government, or any other state or governmental entity. Such notification shall be made within fifteen (15) days of the date of suspension, debarment, delinquency or change.

## **9. Public Agency Clause**

Public agencies are authorized by law to purchase off of a contract awarded by an agency including all K-12 schools districts, community college districts, and special districts, pursuant RCW 39.34. Using these statutes, the College hereby declares its intent and authorization to allow any contracts awarded under this proposal to be “piggybackable” by other agencies in the state, if the awarded vendor agrees. Centralia College waives any right to receive payment from other Washington agencies making purchases off the awarded contract. Centralia College shall incur no financial responsibility or liability in connection with the participation by another public agency. Each public agency must accept sole responsibility for its own order placement and payments directly to the awarded Vendor and should consult with legal counsel about the propriety of using the contract resulting from this RFP as a “piggyback.”

**Exhibit A - Price Proposal Form**

Item	Amount
Design Services	\$
Materials	\$
Labor	\$

RECEIPT OF ADDENDA

Receipt of the following addenda is acknowledged:

Addendum No. _____	Addendum No. _____
Addendum No. _____	Addendum No. _____
Addendum No. _____	Addendum No. _____

**BIDDER NAME:** \_\_\_\_\_

Print Name of Bidder – Print full legal entity name of the firm submitting the Price Proposal  
 If Bidder is a sole proprietor, print the full legal name of the individual who is the Bidder submitting the Price Proposal

By: \_\_\_\_\_  
 Signature of Bidder’s authorized person

Title: \_\_\_\_\_  
 Title of person signing certificate

Date: \_\_\_\_\_

Printed Name of person submitting price proposal \_\_\_\_\_

Place \_\_\_\_\_  
 Print city and state where signed

**Exhibit B – Bidder’s Certificate**

Competitive Solicitation:	
Bidder Name:	
	Print the legal name of the business
Bidder’s Address:	

Bidder, through the duly authorized undersigned, makes this certification as a required element of submitting a responsive bid. Bidder certifies, to the best of its knowledge and belief that the following are true, complete, correct, and made in good faith:

1. **UNDERSTANDING.** Bidder certifies that Bidder has read, thoroughly examined, and fully understands all of the provisions in the Competitive Solicitation (including all exhibits) and the terms and conditions of the Contract and any amendments or clarifications to the Competitive Solicitation, and agrees to abide by the same.
  
2. **ACCURACY.** Bidder certifies that Bidder has carefully prepared and reviewed its bid and fully supports the accuracy of the same. Bidder further understands and acknowledges that Centralia College shall not be responsible for any errors or omission on the part of Bidder in preparing its bid. Bidder further certifies that the facts declared here are true and accurate. Bidder further understands and acknowledges that the continuing compliance with these statements and all requirements of the Competitive Solicitation are conditions precedent to the award or continuation of the resulting Contract.
  
3. **NO COLLUSION, ANTI-COMPETITIVE PRACTICES, OR SHARING BID INFORMATION.** Bidder certifies that Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Competitive Solicitation. Bidder further certifies that Bidder’s bid prices have been arrived at independently, without engaging in collusion, bid rigging, or any other illegal activity, and without for the purpose of restricting competition any consultation, communication, or agreement with any other bidder or competitor relating to (a) those prices, (b) the intention to submit a bid, or (c) the methods or factors used to calculate the prices offered. Bidder further certifies that Bidder has not been and will not knowingly disclose its bid prices, directly or indirectly, to any other bidder or competitor before award of a Contract, unless otherwise required by law. Bidder further certifies that Bidder has made no attempt and shall not make any attempt to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition. Bidder, however, freely may join with other persons or organizations for the purpose of presenting a joint bid. Whether done directly or indirectly, communicating bid information with other bidders, collusion, or anti-competitive actions among bidders are prohibited. If there is evidence of such communication, collusion, or anti-competitive activities among bidders, Centralia College reserves the right to disqualify such bidders.

4. **FIRM OFFER.** Bidder certifies that its bid pertaining to the above-referenced Competitive Solicitation is a firm offer which cannot be withdrawn for a time period of 180 days from and after the bid due date specified in the Competitive Solicitation. Centralia College may accept such bid, with or without further negotiation, at any time within such period. In the event of a protest, Bidder's bid shall remain valid for such time period or until the protest and any related court action is resolved, whichever is later.
5. **CONFLICT OF INTEREST.** Bidder certifies that, in preparing its bid, Bidder has not been assisted by any current or former employee of the State of Washington or Centralia College whose duties relate (or did relate) to this Competitive Solicitation or prospective Contract and who was assisting in other than the employee's official, public capacity. Bidder further certifies that no such current or former public employee nor any member of such person's immediate family have any financial interest in the outcome of Bidder's bid.
6. **NO REIMBURSEMENT.** Bidder certifies that Bidder understands that Centralia College will not reimburse Bidder for any costs incurred in the preparation of Bidder's bid. All bids become the property of the Centralia College, and Bidder claims no proprietary right to the ideas, writings, items, or samples unless so stated in the bid.
7. **PERFORMANCE.** Bidder certifies that Bidder understands that its submittal of a bid and execution of this Bidder's Certification certifies Bidder's willingness to comply with the Contract, if awarded such. By submitting this bid, Bidder hereby offers to furnish the goods and/or services solicited pursuant to this Competitive Solicitation in compliance with all terms, conditions, and performance requirements contained in this Competitive Solicitation and the resulting Contract or, if applicable, as detailed on a Contract Issues List, if permitted, in this Competitive Solicitation.
9. **DEBARMENT.** Bidder certifies as follows (must check one):
  - NO DEBARMENT.** Bidder and/or its principals are not presently nor has ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with any federal, state, or local governmental entity within the United States.

OR

  - DEBARRED.** As detailed on the attached explanation (Bidder to provide), Bidder and/or its principals presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with a federal, state, or local governmental entity within the United States.
10. **CRIMINAL OFFENSE.** Bidder (including Bidder's officers) certifies as follows (must check one):
  - NO CRIMINAL OFFENSE.** Bidder has not, within the three (3) year period preceding the date of this Competitive Solicitation, been convicted or had a civil judgment rendered against Bidder for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery,

bribery, falsification or destruction of records, making false statements, or receiving stolen property. Bidder further certifies that it is not presently indicted or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in this paragraph.

OR

- CRIMINAL OFFENSE. As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Competitive Solicitation, Bidder has been convicted or had a civil judgment rendered against Bidder for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

11. WAGE THEFT PREVENTION. Bidder certifies as follows (must check one):

- NO WAGE VIOLATIONS. Bidder has NOT been determined by a final and binding citation and notice of assessment issued by the Washington 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 RCW chapters 49.46, 49.48, or 49.52 within three (3) years prior to the date of the above-referenced Competitive Solicitation date.

OR

- VIOLATIONS OF WAGE LAWS. Bidder has been determined by a final and binding citation and notice of assessment issued by the Washington 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, a provision of RCW chapters 49.46, 49.48, or 49.52 within three (3) years prior to the date of the above-referenced Competitive Solicitation date.

12. CIVIL RIGHTS. Bidder certifies as follows (must check one):

- COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS. Bidder complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.

OR

- NON-COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS. Bidder does not comply with all applicable requirements regarding civil rights.

14. TERMINATION FOR DEFAULT OR CAUSE. Bidder certifies as follows (must check one):

- NO TERMINATION FOR DEFAULT OR CAUSE. Bidder has not, within the three (3) year period preceding the date of this Competitive Solicitation, had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

OR

- TERMINATION FOR DEFAULT OR CAUSE. As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Competitive Solicitation, Bidder has had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

15. TAXES. Bidder certifies as follows (must check one):

- TAXES PAID. Except as validly contested, Bidder is not delinquent and has paid or has arranged for payment of all taxes due to the State of Washington and has filed all required returns and reports as applicable.

OR

- DELINQUENT TAXES. As detailed on the attached explanation (Bidder to provide), Bidder has not paid or arranged for payment of all taxes due to the State of Washington and/or has not timely filed all required returns and reports as applicable.

16. FINANCIALLY SOLVENT. Bidder certifies as follows (must check one):

- FINANCIALLY SOLVENT. Bidder is financially stable and solvent, has adequate cash reserves to meet all financial obligations, has not commenced bankruptcy proceedings voluntarily or otherwise, and is not subject to any judgments, liens, or encumbrances of any kind affecting title to any Goods or Services that are the subject of this Competitive Solicitation.

OR

- NOT FINANCIALLY SOLVENT. As detailed on the attached explanation (Bidder to provide), Bidder is not financially stable and solvent – i.e., Bidder does not have adequate cash reserves to meet all financial obligations, has commenced bankruptcy proceedings voluntarily or otherwise, or is subject to a judgment, lien, or encumbrance that affects title to the Goods or Services that are the subject of this Competitive Solicitation.

17. LAWFUL REGISTRATION. Bidder, if conducting business other than as a sole proprietorship certifies as follows (must check one):

- CURRENT LAWFUL REGISTRATION. Bidder is in good standing in the State of Washington and the jurisdiction where Bidder is organized, including having timely filed all required annual reports.

OR

- DELINQUENT REGISTRATION. As detailed on the attached explanation (Bidder to provide), Bidder currently is not in good standing in the State of Washington and/or the jurisdiction where Bidder is organized.

NOTE: This certification applies only to bidders that are organized as separate legal entities (e.g., a corporation, partnership, limited liability company). If bidder is a sole proprietor, this certification should not be answered.

18. REGISTRATION WITH WASHINGTON SECRETARY OF STATE.

This certification applies only to bidders that are organized as separate legal entities (e.g., a corporation, partnership, limited liability company). **If bidder is a sole proprietor, this certification should not be answered.**

Bidder certifies as follows (must check one):

- BIDDER IS REGISTERED WITH WASHINGTON SECRETARY OF STATE. Bidder is registered with the Washington Secretary of State, is in good standing, and has the following Unified Business Identifier (UBI) number: \_\_\_\_ \_\_\_\_ \_\_\_\_.

OR

- BIDDER WILL REGISTER WITH WASHINGTON SECRETARY OF STATE. Bidder is not registered with the Washington Secretary of State but, if designated as the Apparent Successful Bidder, Bidder will register with the Washington Secretary of State to obtain a UBI number and provide proof of such registration satisfactory to Centralia College within twenty-four (24) hours of such designation or notification by Centralia College or be deemed a nonresponsive bid.

OR

- BIDDER IS NOT REGISTERED WITH WASHINGTON SECRETARY OF STATE. Bidder is not registered with the Washington Secretary of State and Bidder declines to register with the Washington Secretary of State. Note: Centralia College requires all awarded bidders (including Washington firms and out of state firms) to be registered with the Washington Secretary of State. Bidders who are not registered will not be awarded a Contract.

19. REGISTRATION WITH WASHINGTON STATE DEPARTMENT OF REVENUE. Bidder certifies as follows (must check one):

- BIDDER IS REGISTERED WITH WASHINGTON STATE DEPARTMENT OF REVENUE. Bidder is registered with the Washington State Department of Revenue, has a business license to do business in Washington, and has the following Unified Business Identifier (UBI) number: \_\_\_\_ \_\_\_\_ \_\_\_\_.

OR



- BIDDER WILL REGISTER WITH WASHINGTON STATE DEPARTMENT OF REVENUE. Bidder is not registered with the Washington State Department of Revenue but, if designated as the Apparent Successful Bidder, Bidder will register with the Washington State Department of Revenue for a business license and provide proof of such registration satisfactory to Enterprise Services within twenty-four (24) hours of such designation or notification by Enterprise Services or be deemed a nonresponsive bid.

OR

- BIDDER IS NOT REGISTERED WITH WASHINGTON STATE DEPARTMENT OF REVENUE. Bidder is not registered with the Washington State Department of Revenue and Bidder declines to register with the Washington State Department of Revenue. Note: Centralia College requires all awarded bidders (including Washington firms and out of state firms) to be registered with the Washington State Department of Revenue. Bidders who are not registered will not be awarded a Master Contract.

20. SUBCONTRACTORS. Bidder certifies as follows (must check one):

- NO SUBCONTRACTORS. If awarded a Contract, Bidder will not utilize subcontractors to provide the goods and/or services subject to this Competitive Solicitation.

OR

- SUBCONTRACTORS. As detailed on the attached explanation (Bidder to provide), if awarded a Contract, Bidder will utilize subcontractors to provide the goods and/or services subject to this Competitive Solicitation. In such event, Bidder further certifies that, as to Centralia College, Bidder shall retain responsibility for its subcontractors, including, without limitation, liability for any subcontractor's acts or omissions. Note: Bidder must provide the precise legal name (including state of organization), business address, and federal tax identification number (TIN) for each subcontractor. Note: If the TIN is a SSN, do not provide the SSN.

21. WASHINGTON SMALL BUSINESS. Bidder certifies as follows (must check one):

- WASHINGTON SMALL BUSINESS. Bidder is a Washington Small Business as defined in RCW 39.26.010. To qualify as a Washington Small Business, Bidder must meet three (3) requirements:
  - Location. Bidder's principal office/place of business must be located in and identified as being in the State of Washington. A principal office or principal place of business is a firm's headquarters where business decisions are made and the location for the firm's books and records as well as the firm's senior management personnel.
  - Size. Bidder must be owned and operated independently from all other businesses and have either: (a) fifty (50) or fewer employees; or (b) gross revenue of less than seven million dollars (\$7,000,000) annually as reported on Bidder's federal income tax return or its return filed with the Washington State Department of Revenue over the previous three consecutive years).

OR

- NOT WASHINGTON SMALL BUSINESS. Bidder does not qualify as a Washington Small Business as set forth above.

22. CERTIFIED VETERAN-OWNED BUSINESS. Bidder certifies as follows (must check one):

- CERTIFIED VETERAN-OWNED BUSINESS. Bidder is a Certified Veteran-Owned Business under RCW 43.60A.190. To qualify as a Certified Veteran-Owned Business, Bidder must meet four (4) requirements:
  - 51% Ownership. Bidder must be at least fifty-one percent (51%) owned and controlled by:
    - A veteran as defined as every person who at the time he or she seeks certification has received a discharge with an honorable characterization or received a discharge for medical reasons with an honorable record, where applicable, and who has served in at least one of the capacities listed in RCW 41.04.007;
    - A person who is in receipt of disability compensation or pension from the department of veterans affairs; or
    - An active or reserve member in any branch of the armed forces of the United States, including the national guard, coast guard, and armed forces reserves.
  - Washington Incorporation/Location. Bidder must be either an entity that is incorporated in the state of Washington as a Washington domestic corporation or, if not incorporated, an entity whose principal place of business is located within the State of Washington.
  - WEBS Certification. Bidder must have certified its Veteran-Owned business status in Washington's Electronic Business Solution (WEBS).
  - WDVA Certification. Bidder must have provided certification documentation to the Washington Department of Veterans' Affairs (WDVA) and be certified by WDVA and listed as such on WDVA's website (WDVA – Veteran-Owned Businesses).

OR

- NOT A CERTIFIED VETERAN-OWNED BUSINESS. Bidder does not qualify as a Certified Veteran-Owned Business as set forth above.

Bidder further certifies that it shall provide immediate written notice to Centralia College if, at any time prior to a Contract award, Bidder learns that any of its certifications set forth herein were erroneous when submitted or have become erroneous by reason of changed circumstances.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am duly authorized to make these certifications on behalf of the Bidder listed herein.

BIDDER NAME: \_\_\_\_\_

Print Name of Bidder – Print full legal entity name of the firm submitting the Bid

If Bidder is a sole proprietor, print the full legal name of the individual who is the Bidder submitting the Bid

By: \_\_\_\_\_  
Signature of Bidder's authorized person

Title: \_\_\_\_\_  
Title of person signing certificate

Date: \_\_\_\_\_

Printed Name of person making  
certification for Bidder \_\_\_\_\_

Place \_\_\_\_\_  
Print city and state where signed

CONTRACT

No. 25-012

Washington Hall Mural

By and Between

Washington State Community College District Twelve

Centralia College

And

Vendor XXXX

Sample Contract No. 25-012

This Contract ("Contract") is made and entered into by and between Washington State Community College District Twelve dba Centralia College ("College") and XXX ("Contractor") and is dated and effective as of XXX.

RECTIALS

- A. The College issued a Request for Proposals Number 25-012 on XXXXXX XX, 20XX.
- B. The College evaluated all responses to the Request for Proposals and identified Contractor as the apparent successful quoter.
- C. The College has determined that entering into this Contract will meet the identified needs and be in the best interest of the College.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

- 1. **TERM.** The term of this Contract shall commence on the date of execution as indicated on the signature page and shall remain in effect until all work described herein has been completed to the satisfaction of the College, unless terminated earlier in accordance with the terms of this Contract.
- 2. **SCOPE – INCLUDED SERVICES AND PRICE**
  - 2.1 Contractor will provide:
    - (a) Design Development
      - 1. Collaborate with stakeholders (e.g., faculty, students, or a project committee) to gather input and ideas for the 10 foot by 10 ½ foot mural's theme and design.
      - 2. Develop a detailed mural concept aligned with the vision statement and mural goal.
      - 3. Present the proposed design for feedback and approval before execution.
    - (b) Site Preparation:
      - 1. Ensure the wall surface is clean, primed, and ready for painting.
      - 2. Address any necessary preparations, such as applying primer or sealant, to ensure the mural's longevity.
    - (c) Execution of Mural:
      - 1. Paint the mural on-site with high-quality craftsmanship and attention to detail.
      - 2. Adhere to agreed-upon timelines and ensure minimal disruption to the space.
    - (d) Material Management:

- (e) Procure and use high-quality, durable materials appropriate for indoor use, including paints, brushes, and protective coatings.
- (f) Apply a finishing coat (e.g., anti-UV or anti-graffiti varnish) to enhance the mural's durability.
- (g) Documentation:
  - 1. Provide a maintenance plan for the mural, including cleaning recommendations and touch-up processes.
- (h) Compliance:
  - 1. Obtain necessary insurance and adhere to any institutional safety or access guidelines during the project.
- (i) Budget Adherence:
  - 1. Work within the provided budget and submit a detailed breakdown of costs, including labor, materials, and contingencies.

2.2 Contractor must follow RCW 49.12 and WAC 296-126-092 regarding meal and rest periods.

2.3 MODIFICATIONS. Subject to mutual agreement between the parties, the College reserves the right to modify the Contracted Security Services included in this Contract; Provided, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and provided further, that any such modification must be within the scope of this Contract.

2.4 PRICE ADJUSTMENT/ ECONOMIC ADJUSTMENT. Pricing after the initial Contract Term may be subject to negotiation based on market changes and needs of the College or the Contractor. The College may accept offered pricing, reject pricing, pursue further negotiations, or terminate the Contract with thirty (30) days' notice if the new price(s) are not acceptable. Additional adjustments to price must be negotiated prior to renewal.

3. **CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Contract and at the time any order is placed pursuant to this Contract. If at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any requests for service and shall, within three (3) business days notify the College, in writing, of such breach.

3.1 QUALIFIED TO DO BUSINESS. Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it is registered with the Washington State Department of Revenue and the Washington Secretary of State, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.

3.2 SUSPENSION & DEBARMENT. Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or College within the United States.

3.3 PERFORMANCE AND DELVIERY SERVICES. Contractor represents and warrants that, in performing this Contract, Contractor shall:

- (a) Perform its obligations in a timely, professional, and workmanlike manner consistent with standards in the profession;
- (b) Meet or exceed the performance and operational standards, requirements, and specifications set forth in this Contract;
- (c) Provide all contractual requirements or deliverables in good quality with no material defects;
- (d) Obtain and maintain in good status all necessary licenses, permits, or other authorizations necessary for the performance of the Contract;
- (e) Cooperate with the College to achieve the objectives of the Contract;
- (f) Not interfere with the College's operations; and
- (g) Not make any media releases without prior written authorization from the College.

3.4 WAGE VIOLATIONS. Contractor represents and warrants that, during the term of this Contract and the three (3) year period immediately preceding the award of this Contract, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46,49.48, or 49.52.

3.5 SMALL BUSINESS - Contractor represents and warrants, as previously certified in Small Business Attestation, that Contractor qualifies as a Washington Small Business pursuant to RCW 39.26.010.

3.6 ADEQUATE RESOURCES TO PERFORM. Pursuant to Request for Quotations, Contractor must have sufficient equipment/tools and personnel to perform the Contracted Security Services as set forth in this Contract. Contractors should maintain adequate staffing levels to meet the need of the College. Lack of staffing shall not justify a failure to timely perform the services.

3.7 RECEIPT AND INSPECTION OF SERVICES. Services purchased under this Contract are subject to College's reasonable inspection, testing, and approval. The College reserves the right to reject and refuse acceptance of Services that are not in accordance with this Contract. The College may charge Contractor for the cost of inspecting or rejected Services. If there are any apparent defects in the Services at the time of delivery, the College will promptly notify Contractor. At College's option, and without limiting any other rights, College may require Contractor to re-perform the non-conforming Services, at Contractor's expense, or, at College's option, the College may note any such deficiencies on the receiving report, decline acceptance, and deduct the cost of rejected Services from Contractor's invoice. Payment for any Services under such Purchase Order shall not be deemed acceptance.

3.8 QUALITY CONTROL. The College may conduct inspections of service areas to review Contractor's compliance with performance standards established in the Contract and provide performance evaluations to the Contractor noting any deficiencies. The College shall make final determination as to whether any task has been satisfactory performed.

- (a) If a deficiency is discovered at any time during the performance of this contract by the College, Contractor must correct the deficiency within twenty-four (24) hours from notice of the deficiency, or within eight (8) hours, depending on the severity of the deficiency at no additional cost to the College. College reserves the right to demand lesser hours to cure a deficiency that posts serious health concerns to location users.
- (b) Failure to correct any identified deficiency within the time specified and in accordance with contract standards established herein may result in pay deduction to cover the amount spent by the College to hire another contractor to correct the deficiency. Repeated failure to correct deficiencies may result in cancellation of the contract.

4. **ON SITE REQUIREMENTS.** While on College premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with the College's physical, fire, access, safety, security and other requirements. At a minimum, Contractor shall adhere to the following:

- (a) Safety First. Services shall be performed using "safety first" practices and in compliance with all OSHA laws, regulations, standards, and guidelines.
- (b) All work shall be performed during normal business hours of 8:00 AM until 5:00 PM, Monday thru Friday.
- (c) Contractor is not authorized to provide services outside of normal workdays and/or hours unless agreed prior to providing services.

4.2 The operation of Contractor's vehicles or private vehicles by Contractor's employees on or about the location shall conform to posted regulations and safe driving practices.



Aisles, passageways, alleyways, entrances, and exits to fire protection equipment must remain unobstructed at all times.

4.3 Contractor shall be responsible for maintaining and enforcing satisfactory standards of employee conduct, including but not limited to, competency, courtesy, appearance, honesty, and integrity.

4.4 Contractor and Contractor's employee shall behave in a professional manner within service area. College locations are Drug and Alcohol Free. Contractor and Contractor's employees shall abide by the College's Use of Tobacco Products (1.370 – Use of Tobacco Products).

4.5 Contractor shall not adjust mechanical equipment controls for heating, ventilation, and air conditioning systems except in cases of emergency to shut off the systems.

4.6 Notwithstanding any provision to the contrary, Contractor's breach of this provision may result in immediate suspension and/or termination of this Contract.

## **5. INVOICING & PAYMENT**

5.1 CONTRACTOR INVOICE. Contractor shall submit to College's designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:

- (a) Contract No. XX-XXX
- (b) Purchase order No. XXXX
- (c) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative)
- (d) Contractor's Federal Tax Identification Number
- (e) Date(s) of delivery
- (f) Location and services provided
- (g) Invoice amount; and
- (h) Payment terms, including any available prompt payment discounts

5.2 Contractor's invoices for payment shall reflect accurate Contract prices per attached pricing proposal. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

5.3 PAYMENT. Payment is due within thirty (30) days of invoice. If the College fails to make timely payment(s), Contractor may invoice College in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified. The College recognizes that timeliness of payment is a barrier to small, veteran and minority owned businesses.

Every attempt will be made to remit payment sooner than thirty (30) days after receipt of correctly submitted invoices.

5.4 OVERPAYMENTS. Contractor promptly shall refund to the College the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; Provided, however, that College shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, College may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.

5.5 NO ADVANCE PAYMENT. No advance payments shall be made for any products or services furnished by Contractor pursuant to this Contract.

5.6 NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.

**6. CONTRACT ADMINISTRATION & NOTICES.**

6.1 Except for legal notices, the parties hereby designate the following contract administrators as the respective points of contact for purposes of this Contract. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Contract. The parties may change contractor administrators by written notice as set forth below.

	Centralia College	Contractor
Contract administration	Attn: Director of Procurement 600 Centralia College Blvd. Centralia WA 98531 Tel: (360) 623-8771 Email: purchasing@centralia.edu	

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

6.2 Contractor's employees must possess the ability to interact courteously with the College staff, faculty and students, including fellow employees to maintain a professional work atmosphere and promote a positive experience.

6.3 LEGAL NOTICES. Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and

shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Centralia College	Contractor
Attn: Director of Procurement 600 Centralia College Blvd. Centralia WA 98531 Tel: (360) 623-8771 Email: purchasing@centralia.edu	

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

**7. GENERAL PROVISIONS**

7.1 DEFINITIONS - As used throughout this contract, the following terms shall have the meaning set forth below:

- (a) "Agent" shall mean the Vice President for Finance and Administration, and/or the delegate authorized in writing to act on his behalf.
- (b) "Contractor" shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the Contractor.
- (c) "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this contract under a separate contract with the Contractor. The terms "Subcontractor" and "Subcontractors" means Subcontractor(s) in any tier.
- (d) "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers. Personal Information includes "Protected Health Information" as set forth in 45 CFR § 164.50 as currently drafted and subsequently amended or revised and other information that may be exempt from disclosure to the public or other unauthorized persons under either Chapter 42.17 RCW or other state and federal statutes.

7.2 ORDER OF PRECEDENCE

(a) Each of the Exhibits listed below is by this reference hereby incorporated into the contract. In the event of an inconsistency in the contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal statutes and regulations
2. Terms stipulated in Federal grant awards
3. State of Washington statutes and regulations
4. Special Terms and Conditions as contained in this basic Professional Services Contract
5. General Terms and Conditions
6. Request for Quotations
7. Any other provision, term or material incorporated herein by reference or otherwise incorporated

7.3 ACCESS TO DATA - In compliance with RCW 39.29.080, the Contractor shall provide access to data generated under this contract to College, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

7.4 Contractor agrees to make personal information covered under this agreement available to the College for inspection or to amend the personal information. Contractor shall, as directed by the College, incorporate any amendments to the personal information into all copies of such personal information maintained by the Contractor or its subcontractors.

7.5 AMENDMENTS - This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

7.6 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35 - The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7.7 ASSIGNMENT – Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the College.

7.8 ATTORNEYS' FEES - In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorneys' fees and costs.

7.9 CONFIDENTIALITY / SAFEGUARDING OF INFORMATION - The Contractor shall not use or disclose any information concerning the College, or information which may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the College, or as may be required by law.

7.10 CONFLICT OF INTEREST

- (a) Notwithstanding any determination by the Executive Ethics Board or other tribunal, the College may, in its sole discretion, by written notice to the Contractor terminate this contract if it is found after due notice and examination by the Agent that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Contractor in the procurement of, or performance under this contract.
- (b) In the event this contract is terminated as provided above, the College shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of the College provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Agent makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

7.11 COVENANT AGAINST CONTINGENT FEES - The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for the purpose of securing business. The College shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

7.12 DISPUTES - Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with Agent.

- (a) The request for a dispute hearing must:
  - 1. be in writing;
  - 2. state the disputed issue(s);
  - 3. state the relative positions of the parties;
  - 4. state the Contractor's name, address, and contract number; and

5. be mailed to the Agent and the other party's (respondent's) Contract Manager within three (3) working days after the parties agree that they cannot resolve the dispute.
- (b) The respondent shall send a written answer to the requester's statement to both the agent and the requester within five (5) working days.
- (c) The Agent shall review the written statements and reply in writing to both parties within 10 working days. The Agent may extend this period, if necessary, by notifying the parties.
- (d) The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.
- (e) Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable ADR method in addition to the dispute resolution procedure outlined above.

7.13 GOVERNING LAW - This contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

#### 7.14 INDEMNIFICATION

- (a) To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless College, agencies of the College and all officials, agents and employees of the College, from and against all claims for injuries or death arising out of or resulting from the performance of the Contract. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractors' agents, employees, representatives, or any subcontractor or its employees.
- (b) Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the Contract. Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.
- (c) Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

7.15 INDEPENDENT CAPACITY OF THE CONTRACTOR - The parties intend that an independent contractor relationship will be created by this contract. The Contractor and their employees or agents performing under this contract are not employees or

agents of the College. The Contractor will not hold themselves out as or claim to be an officer or employee of the College or of the State of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

7.16 INDUSTRIAL INSURANCE COVERAGE - The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, College may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. The College may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the College under this contract, and transmit the deducted amount to the Department of Labor and Industries, Division of Insurance Services. This provision does not waive any of Labor and Industries' rights to collect from the Contractor.

7.17 LICENSING, ACCREDITATION AND REGISTRATION - The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

7.18 LIMITATION OF AUTHORITY - Only the Agent or Agent's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Agent.

7.19 NONCOMPLIANCE WITH NONDISCRIMINATION LAWS - In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the College. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

7.20 NONDISCRIMINATION - During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.

#### 7.21 PRIVACY

- (a) Personal information including, but not limited to: "Protected Health Information" collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. Contractor shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the

services set forth in this agreement. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the College or as otherwise required by law.

- (b) Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The contractor agrees to indemnify and hold harmless the department for any damages related to the contractor's unauthorized use of personal information.

7.22 PUBLICITY - The Contractor agrees to submit to the College all advertising and publicity matters relating to this Contract wherein the College's name is mentioned or language used from which the connection of the College's name may, in the College's judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of the College.

#### 7.23 RECORDS MAINTENANCE

- (a) The Contractor shall maintain books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review or audit by the College, personnel duly authorized by the College, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.
- (b) If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

7.24 REGISTRATION WITH DEPARTMENT OF REVENUE - The Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

7.25 RIGHT OF INSPECTION - The Contractor shall provide right of access to its facilities to the College, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract. The Contractor shall make available information necessary for the College to comply with the client's right to access, amend, and receive an accounting of disclosures of their



Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The Contractor's internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this contract shall be made available to College and the U.S. Secretary of the Department of Health & Human Services, upon request.

#### 7.26 SAFEGUARDING OF INFORMATION

- (a) The Contractor shall not use or disclose Personal Information in any manner that would constitute a violation of federal law, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The Contractor agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of all Personal Information.
- (b) The Contractor shall protect Personal Information collected, used, or acquired in connection with this Contract, against unauthorized use, disclosure, modification or loss. The Contractor shall ensure its directors, officers, employees, subcontractors or agents use it solely for the purposes of accomplishing the services set forth in this agreement. The Contractor and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make it known to unauthorized persons without the express written consent of COLLEGE or as otherwise required by law. The Contractor agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of data in any form. The Contractor shall make the Personal Information available to amend as directed by the College and incorporate any amendments into all the copies maintained by the Contractor or its Subcontractors.
- (c) The Contractor shall certify its return or destruction upon expiration or termination of this Contract and the Contractor shall retain no copies. If the Contractor and College mutually determine that return or destruction is not feasible, the Contractor shall not use the Personal Information in a manner other than those permitted or required by state and federal laws.
- (d) College reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the contractor through this contract. The monitoring, auditing, or investigating may include, but is not limited to, "salting" by the College. Salting is the act of introducing data

containing unique but false information that can be used later to identify inappropriate disclosure of data.

- (e) The Contractor shall notify College in writing within five (5) working days of becoming aware of any unauthorized access, use or disclosure. The contractor will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to sanctioning employees, notifying subjects, and taking steps necessary to stop further unauthorized access. The Contractor agrees to indemnify and hold harmless College for any damages related to unauthorized use or disclosure by the Contractor, its officers, directors, employees, Subcontractors or agents.
- (f) Any breach of this clause may result in termination of the contract and the demand for return of all Personal Information.

7.27 SAVINGS - In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the College may terminate the contract under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation at the College's discretion under those new funding limitations and conditions.

7.28 SEVERABILITY - The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

#### 7.29 SUBCONTRACTING

- (a) Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the College. In no event shall the existence of the subcontract operate to release or reduce the liability of the contractor to the Department for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this contract.
- (b) Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the College or as provided by law.

7.30 TAXES - All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

7.31 TERMINATION FOR CAUSE – In the event the College determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, the College has the right to suspend or terminate this Contract. Before suspending or terminating the Contract, the College shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 days, the Contract may be terminated or suspended. In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover Contract and all administrative costs directly related to the replacement Contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. The College reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the College to terminate the Contract. A termination shall be deemed to be a “Termination for Convenience” if it is determined that the Contractor: (21) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the College provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

7.32 TERMINATION FOR CONVENIENCE - Except as otherwise provided in this contract, the College may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this contract is so terminated, the College shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

### 7.33 TERMINATION PROCEDURES

- (a) Upon termination of this contract, the College, in addition to any other rights provided in this contract, may require the Contractor to deliver to the College any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.
- (b) The College shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the College, and the amount agreed upon by the Contractor and the College for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services which are accepted by the College, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Agent shall determine the extent of the liability of the College. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The College may withhold from any amounts due the Contractor such sum as the Agent

determines to be necessary to protect the College against potential loss or liability.

- (c) The rights and remedies of the College provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- (d) After receipt of a notice of termination, and except as otherwise directed by the Agent, the Contractor shall:
  - 1. Stop work under the contract on the date, and to the extent specified, in the notice;
  - 2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
  - 3. Assign to the College, in the manner, at the times, and to the extent directed by the Agent, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the College has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
  - 4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Agent to the extent Agent may require, which approval or ratification shall be final for all the purposes of this clause;
  - 5. Transfer title to the College and deliver in the manner, at the times, and to the extent directed by the Agent any property which, if the contract had been completed, would have been required to be furnished to the College;
  - 6. Complete performance of such part of the work as shall not have been terminated by the Agent; and
- (e) Take such action as may be necessary, or as the Agent may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the College has or may acquire an interest.

#### 7.34 TREATMENT OF ASSETS

- (a) Title to all property furnished by the College shall remain in the College. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the College upon delivery of such property

by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in the College upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the College in whole or in part, whichever first occurs.

- (b) Any property of the College furnished to the Contractor shall, unless otherwise provided herein or approved by the College, be used only for the performance of this contract.
- (c) The Contractor shall be responsible for any loss or damage to property of the College which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- (d) If any College property is lost, destroyed or damaged, the Contractor shall immediately notify the College and shall take all reasonable steps to protect the property from further damage.
- (e) The Contractor shall surrender to the College all property of the College prior to settlement upon completion, termination or cancellation of this contract.
- (f) All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

7.35 WAIVER - Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by authorized representative of the College.

EXECUTED as of the date and year first written above.

Vendor	Centralia College
By:	By:
Printed Name:	Printed Name:
Title:	Title:

SAMPLE DO NOT SIGN

Attachment A – Mural Site Photographs









