

Edmonds Community College  
Request for Quote (RFQ)  
Birthing Simulator System  
October 26, 2012

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# Birthing Simulator System

## 1.0 Introduction

### 1.1 Background

Edmonds Community College (the College) is one of the 34 colleges that comprise the Washington State Community and Technical College System. The College serves south Snohomish County with a campus located in the city of Lynnwood. The College serves approximately 10,700 students (average unduplicated Head Count) during the Fall, Winter, and Spring quarters which is equal to 6,000 Full Time Equivalent (FTE) students. The Summer quarter has an approximate attendance of 5,000 or 2,500 FTE's.

The College is also a member of the Washington Institutions of Public Higher Education (WIPHE), a purchasing cooperative. Members of WIPHE and other public agencies who have an inter-local agreement with the College may review the resulting contract from this RFQ for their own use. Vendors may indicate below that they are willing to sell to the other colleges or agencies at the contracted price for the next 60 days (or other agreed time period). The College reserves the right to increase the quantities listed in the RFQ by 100% without notice or rebidding to the other vendors.

Stated within this Request for Quote (RFQ) are the instructions for submitting a quote, the procedures and criteria by which a vendor will be selected and the contractual terms by which the College proposes to govern the relationship between it and the selected vendor.

The purpose of this competitive procurement process is to assist the College in selecting a vendor that will best meet the needs of the College. The RFQ provides all interested vendors a means to present their services and abilities for an objective review.

The College appreciates your consideration of this RFQ and looks forward to receiving your quote.

Edmonds Community College provides equal access to its programs and services for all people without regard to race, creed, color, religion, national origin, age, gender, sexual orientation, marital status or disability. If you require this information in an alternative format, contact Mike Snively at (425) 640-1594.

### 1.2 Purpose

The purpose of this REQUEST FOR QUOTE (RFQ) is to select a vendor to provide equipment for an birthing simulator system. Quotes submitted shall remain in effect a minimum of 60 days from the RFQ due date.

### 1.3 Delegated Authority

Edmonds Community College is an agency of the state of Washington and is part of the statewide system of community and technical colleges. The College receives its purchasing authority from the Revised Code of Washington (RCW) 43.19. The College's delegated authority is therefore affected by:

State law  
Gubernatorial directives

The Office of Financial Management (OFM)

The Higher Education Coordinating Board (HECB)

The Higher Education Personnel Board (HEPB)

The Department of Information Services (DIS)

The Center for Information Services (CIS)

The State Board for Community and Technical Colleges (SBCTC)

as well as pertinent federal legislation and regulation.

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The College has received approval for this project from SBCTC.

#### **1.4 Acknowledged Constraints**

Edmonds Community College is a state agency, most of its records can be considered public information but student records are not public information. The vendor should be aware that student records are protected by the Family Educational Rights and Privacy Act. The confidentiality of student records must be strictly preserved.

#### **1.5 Minimum Vendor Qualifications**

The vendor must be licensed to do business within the State of Washington, or within the jurisdiction of their location, and an authorized reseller of the products being offered.

#### **1.6 Americans with Disabilities Act (ADA)**

The College complies with the Americans with Disabilities Act (ADA). Vendors may contact the RFQ Coordinator, Mike Snively at (425) 640-1594, to receive this Request for Quote in Braille, on tape or an alternative format.

#### **1.7 WIPHE - Interlocal Agreement for Cooperative Purchasing**

Other Institutions of Higher Education within the State of Washington, pursuant to the Interlocal Cooperative Act, RCW 39.34, may want to participate in this contract. Other Institutions choosing to participate in any resultant contract will establish separate contracts with the successful vendor using this agreement as the basis. Other Institutions are in no way bound to participate in this contract and Edmonds Community College makes no guarantee regarding their participation.

Indicate if this condition is agreeable Yes \_\_\_\_\_ No \_\_\_\_\_

### **2.0 General Information**

#### **2.1 RFQ Coordinator**

From the date of receipt of this RFQ by each vendor until a binding contractual agreement exists with the selected Vendor, or when the College rejects all the quotes, the only communication shall be between the vendor and the College's RFQ Coordinator (Purchasing Officer) .

Requests for information related to this RFQ from a vendor to any department of the College or questions from any department or employee of the College to the vendor regarding this procurement other than the contacts specified will cease.

The RFQ Coordinator is the sole source of contact for the College for this procurement. All communication between the vendor and the College upon receipt of this RFQ shall be with the RFQ Coordinator:

RFQ Coordinator:	Mike Snively	Physical Address:
Mailing Address:	Edmonds Community College Purchasing Office 20000 – 68 <sup>th</sup> Avenue West Lynnwood, Washington 98036	7030 – 196 <sup>th</sup> Street SW, # 200 Lynnwood, Washington 98036
Telephone:	425-640-1594	
Fax:	425-640-1155	
E-Mail:	<a href="mailto:msnively@edcc.edu">msnively@edcc.edu</a>	

Any other communication will be considered unofficial and non-binding on the College. Vendors are to rely on written statements issued by the RFQ Coordinator. Communication directed to parties other than the RFQ Coordinator may result in disqualification of the vendor.

## 2.2 Procurement Schedule

RFQ packets available **October 26, 2012**

RFQ Due in EdCC Purchasing Office **3pm November 8, 2012**

RFQ Tentative Evaluation Results **November 12, 2012**

Final Award **TBD**

## 2.3 Revisions to the RFQ

The College also reserves the right to cancel or to reissue the RFQ in whole or in part, prior to execution of a contract.

## 2.4 Response Method

Vendors are required to submit an original copy with an original signature. For the RFQ to be accepted it **must** have an original signature.

The RFQ response **must** be received in the Purchasing Office by **3:00 p.m.**, Pacific Standard Time, on **November 8, 2012**. The RFQ may be delivered by the U.S. Postal Service or other means of transportation to the mailing address. The College is not responsible for the method or timeliness of delivery. Post marks or other time stamps do not meet the requirement for the RFQ to be in the Purchasing Office by the specified date. The **mailing address** is:

**Edmonds Community College  
Purchasing Office  
20000 - 68th Avenue West  
Lynnwood, WA 98036-5999**

or responses may be brought to the Purchasing Office. The **physical address** of the Purchasing Office is about 2 blocks North by Northwest of the main campus:

**Edmonds Community College  
Purchasing Office  
7030 - 196th Street SW, Room 200  
Lynnwood, Washington**

The envelope should be clearly marked to the attention of the RFQ Coordinator and referencing **RFQ Birthing Simulator System**.

Vendors mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFQ Coordinator. The Purchasing Office has mail delivered twice a day, morning and afternoon (Monday through Thursday and only in the morning on Fridays during July and August) from the main campus. Vendors assume the risk for the method of delivery chosen. The College assumes no responsibility for delays caused by any delivery service.

Late quotes will not be accepted and will be automatically disqualified from further consideration. All quotes and any accompanying documentation become the property of the College and will not be returned.

## 2.5 Unacceptable Response Methods

Delivery of the original RFQ by telephone, telegraph, fax, or any other means other than an original document is not acceptable.

## **2.6 Proprietary Information and Public Disclosure**

All RFQ's submitted become the property of the College and are a matter of Public Record after the final award. RFQ's containing information of a proprietary or sensitive nature should identify that information as PROPRIETARY. The College is required by law to disclose requested documents within five days of a public request. The College will make an effort to notify the vendor that a request for information has been received that contains proprietary or sensitive information in timely manner to allow the vendor to obtain legal guidance.

Any information in the quote that the Vendor desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56 must be clearly designated. The page must be identified and the particular exception from disclosure upon which the Vendor is making the claim. 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 will consider a Vendor's request for exemption from disclosure; however, the College will make a decision predicated upon Chapter 42.56 RCW. Marking the entire quote exempt from disclosure will not be honored. The Vendor must be reasonable in designating information as confidential. If any information is marked as proprietary in the quote, such information will 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. The College is required to respond to the requestor within 5 working days.

A charge will be made for copying and shipping, as outlined in RCW 42.56. No fee shall be charged for inspection of contract files, but twenty-four (24) hours' notice to the RFQ Coordinator is required. All requests for information should be directed to the RFQ Coordinator.

## **2.7 Minority and Women-Owned Business Participation**

In accordance with the legislative findings and policies set forth in chapter 39.19 RCW, the state of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. However, no preference will be included in the evaluation of quotes, no minimum level of MWBE participation shall be required as a condition for receiving an award, and quotes will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.

The established annual procurement participation goals for MBE is 10% and for WBE, 4%, for this type of project. These goals are voluntary. Bidders may contact OMWBE at 360/753-9693 to obtain information on certified firms.

## **2.8 Acceptance Period**

Quotes must provide 60 days for acceptance by College from the due date for receipt of proposals.

## **2.9 Responsiveness**

All proposals will be reviewed by the RFQ Coordinator to determine compliance with administrative requirements and instructions specified in this RFQ. The Vendor is specifically notified that failure to comply with any part of the RFQ may result in rejection of the quote as non-responsive.

The RFQ must have an original signature of a vendor officer or employee authorized to commit the vendor to provide the items and service as described in the submitted RFQ.

The College also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

## **2.10 Contract and General Terms and Conditions**

The apparent successful Vendor will be expected to enter into a contract, which is substantially the same as the sample contract, and its general terms and conditions attached as Attachment A. In no event is a Vendor to submit its own standard contract terms and conditions in response to this solicitation. The Vendor may request exceptions to Attachment A to this solicitation. The College will review requested exceptions and accept or reject the same at its sole discretion.

## **2.11 Costs to Propose**

The College will not be liable for any costs incurred by the Vendor in preparation of a quote submitted in response to this RFQ, in conduct of a presentation, or any other activities related to responding to this RFQ.

## **2.12 No Obligation to Contract**

This RFQ does not obligate the State of Washington or the College to contract for items and service specified herein.

## **2.13 Rejection of Quotes**

The College reserves the right at its sole discretion to reject any and all quotes received without penalty and not to issue a contract as a result of this RFQ.

## **2.14 Commitment of Funds**

The President of the College or his delegate is the only individual who may legally commit the College to the expenditures of funds for a contract resulting from this RFQ. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

## **2.15 Insurance Coverage**

The College may require some or all of the listed insurance for this project. Where needed the Contractor will furnish to the College before supplying the proposed product or service a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Contractor shall, at its own expense, obtain and keep in force insurance coverage, which shall be maintained in full force and effect during the term of the contract. The Contractor shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to the College within fifteen (15) days of the contract effective date.

### Liability Insurance

*Commercial General Liability Insurance:* Contractor shall maintain general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance shall be written on ISO occurrence from CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insured's (cross liability) condition.

Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

*Business Auto Policy:* As applicable, the Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per



accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.

Employers Liability ("Stop Gap") Insurance: In addition, the Contractor shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

#### Additional Provisions

Above insurance policy shall include the following provisions:

**Additional Insured.** Edmonds Community College, its appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.

**Cancellation.** Edmonds Community College shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer shall give the College 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the College shall be given 10 days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The College shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the College shall be given 10 days advance notice of cancellation.

**Identification.** Policy must reference the College's contract number and the College name.

**Insurance Carrier Rating.** All insurance and bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by Edmonds Community College Risk Manager, or the Risk Manager for the State of Washington, before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC

**Excess Coverage.** By requiring insurance herein, the College does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the College in this contract.

**Worker's Compensation Coverage.** The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The College will not be held responsive in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

### **3.0 Equipment Specifications**

The College would prefer to award the equipment as a single award, but will consider dividing the award as is in the best interests of the College.

The College has determined that the listed equipment in Section 4 will meet the instructional needs of this RFQ . No individual equipment specifications are listed as the equipment has been selected for the instructional needs of a class. Vendors may offer alternate equipment. If bidding alternate equipment, enclose information and specifications as to how the alternate equipment will perform within the system.

Quotes may be submitted by filling in or modifying the text of the RFQ and printing on eight and one-half by eleven (8 ½” x 11”) inch paper. Charts and foldouts of a size other than 8 ½”x 11” may be attached to the RFQ.

Quotes must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the quote, but should assist the Vendor in preparing a thorough response. The College has provided the text of this RFQ in Microsoft Word on the Washington Electronic Business Solutions (WEBS) to assist vendors with the preparation of the RFQ. Vendors may contact the RFQ Coordinator to have a copy e-mailed to them.

### 3.1 Mandatory: Vendor must be an Authorized Reseller

The bidder must be an authorized dealer for the items that it is offering in response to this RFQ.

### 3.2 Alternate Equipment

The equipment listed in Section 4 was chosen by College faculty as best meeting the needs for a particular class. It may be that other equipment that was not evaluated would meet the College’s needs for this project. The College will be the sole judge of if an item is acceptable as an alternate.

## 4.0 Cost of Equipment

Vendors are to quote on the **delivered** cost of the listed equipment.

Item	Quantity	Unit Type	Description	Unit Price	Extended
1	1	System	Birthing Simulator - Interactive Child Birth, SimBaby - Advanced Infant Patient Simulator consisting of the following items:		
2	1	EA	Prod#200-30001: SimPad System(US&Canada)Incl SimPad hand held Remote Contrl, LinkBox, AC Adapter, Battery, Write Strap, Manikin Strap, Manikin Adapter Cable, SimPad Sleeve, USB Calbe &DFU		
3	1	EA	Prod#200-09201:Portable Patient Monitor - SimPad (Tablet PC 12")		
4	1	EA	Prod#200-10051:SimPad eLearning 8Licenses. An overview of the SimPad prod via an elearning format. Participants will be guided through an overview of the device, navigation, features, functionality and utilization.		
5	1	EA	Prod#232-05050:SimJunior Simulator Manikin Only Includes SimJunior manikin, Consumables, Blood Pressure Cuff, Carry Case and DFU.		
6	1	EA	Prod#232-83050:SimJunior Standard Installation Customer Site		
7	1	EA	Prod#232-90150:Intro To SimJunior Standard Customer Site		

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8	1		Prod#226-05050:Simnewb Simulator Manikin Only. Includes SimNewB Patient Simulator (PC Enabled), BP Cuff, Consumables & DFU.
9	1	EA	Prod#220-91850:Intro to SimNewB Std at Customer Site 1 day
10	1	EA	Prod#225-83050:SimNewB Advanced Installation. If value Plus Program is not purchased.
11	1	EA	Prod#376-00050:PROMPT Birthing Simulator, Standard. Includes Birthing Mother, Standard Baby, Placenta, Lubricant, Soft Carry Case and DFU.
12	1	EA	Prod. #350-05050 Nursing Kid (Sim Pad Capable) includes Manikin, Airway Lubricant, simulated blood, Hospital Gown, Carry Case and DFU
13	1	EA	Prod.#365-05050 Nursing Baby (Sim Pad Capable)
14	1	EA	Prod.# 225-90150 Intro to SimNewB Advanced, on-Site
15	1	EA	Prod. #340-00333 MamaNatalie Complete (Light Skin)includes MamaNatalie birthing simulator,Placenta w/umbilical cord,Blood Concentrate,NeoNatalie Suction,gloves,Fetal Stethoscope,Fluid Collection Tray,Fluid Drain,Urine Catheter,20 ml syringe, etc.
16	1	EA	Prod.#200-30001PP SimPad Protection Plan-2 Year. Replacement SimPad remote for non-warranty product failures(spills, immersion in water,breakage due to drops).Plan allows for 3 instances of remote replacement during a 2 yr. period/theft not covered.

The College has a VitalSim that it may want to trade in per the limited time offer:

1	EA	Pro#200-30601: SimPad Trade In-US SimPad System w/Trade-In of VitalSim. Trade-In discount valid through 12/31/12. Include: SimPad hand held Remote Control, Link Box, AC Cord & DC Cord Power Supply, Battery, Wrist Strap, Patient Simulator Strap,
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## 5.0 Signature

The signature of the authorized representative is required on the submitted response document to the College's RFQ. The signature and response document constitutes a valid offer to provide service in response to the terms and conditions as specified in the RFQ, or as modified by the vendor's offer.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Typed or Printed Name)  
(Company Name)

***A signature is required to be considered a responsive quote. \_***

**STANDARD TERMS AND CONDITIONS (T's & C's) Revised 07/31/06**

The terms and conditions in this section apply to all invitations to bid and requests for proposals and requests for quotations except as noted.

**ENTIRE AGREEMENT**

This document, including all amendment and subsequently issued change notices, comprises the entire agreement between Edmonds Community College and the Contractor and shall be governed by the laws of the State Of Washington incorporated herein by reference. The venue for legal action shall be the Superior Court for the State Of Washington, County of Snohomish. The state reserves the right to reject bids that propose alternate or additional terms and conditions.

**CONFLICT AND SEVERABILITY**

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

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

**ANTITRUST**

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

**NONDISCRIMINATION**

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

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

**WORKERS RIGHT TO KNOW**

Recently passed "right to know" legislation required the Department of Labor and Industries to establish a program to make employers and employees more aware of the hazardous substances in their work environment. WAC 296-62-054 requires among other things that all manufacturers/distributors of hazardous substances, including any of the items listed on this IFB, RFQ, or contract bid and subsequent award, must include with each delivery completed Material Safety Data Sheets (MSDS) for each hazardous material. Additionally, each container of hazardous material must be appropriately labeled with:

The identity of the hazardous material,  
Appropriate hazardous warnings, and  
Name and address of the chemical manufacturer, importer, or other responsible party.

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

**GIFTS AND GRATUITIES**

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

#### **RIGHTS AND REMEDIES**

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

#### **INSTATE PREFERENCE-RECIPROCITY (This paragraph does not apply to request's for quotation's)**

Pursuant to RCW 43.19.700-704 and WAC 236-48-085 the Department of General Administration has established a schedule of penalties applicable against firms submitting bids from states which grant a preference to their own in-state businesses. The penalties are available on GA's website at Reciprocity Preference Table

The appropriate percentage penalty will be added to each bid bearing the address from a state with in-state preferences rather than subtracting a like amount from Washington State bidders.

This action will be used only for bid analysis and award. In no instances shall the increase be paid to a supplier whose bid is accepted.

#### **PROTESTS**

##### **Grounds for Protest**

For a protest to be considered, the protest must be based on:

- A matter of bias, discrimination or conflict of interest on the part of an evaluator; and/or
- Errors in computing the score; and/or
- Failure to follow procedures described in the procurement document or Office of State Procurement rules or policy requirements

##### **Procedure:**

Protests shall be filed and resolved in accordance with Washington Administrative Code (WAC) 236-48-141 through 143.

A protest regarding a matter which could have reasonably been known or discovered prior to award must be received prior to distribution of award information. Protests filed prior to award are to be addressed to the Procurement Coordinator in charge of the solicitation.

A protest regarding a matter arising after the award must be received before 5:00 pm PST on the fifth (5) business day after the award information has been distributed. Protests filed after the award are to be addressed to the Purchasing Office.

All protests must be in writing (E-mail will be accepted).

##### **Format and Content:**

Protests shall include:

- Information about the protesting bidder such as name of firm, mailing address, phone number and name of individual responsible for submission of the protest. The protest letter must be submitted by an authorized agent of the vendor.
- The facts and arguments that are relied on as the basis for the protest
- Any relevant exhibits or evidence supporting the protest
- Specific reference to the grounds for the protest
- Description of the relief or corrective action requested

**Review Process**

Upon receipt of a protest prior to award, the College may postpone awarding the contract until the protest has been resolved. Upon receipt of a protest after award, the College may suspend implementing the contract until the protest has been resolved. Bidders agree not to institute court action until the protest has been resolved.

The College will perform an objective review of the protest. The review shall consider the protest material submitted by the protestor and all other facts known to the College.

The College will render a written decision to the bidder within ten (10) business days after receipt of the protest, unless more time is needed. The protesting bidder shall be notified if additional time is necessary.

If an award is cancelled as a result of a protest filed after award, the College shall not be liable to the awardee for, and the awardee shall not claim against the Washington, any alleged (a) bid preparation charges, (b) cost incurred to ensure that the awardees bid is responsive, (c) claims for anticipated lost profits, or (d) claims for damages.

**Appeal Process**

The College's decision regarding a protest received prior to award may be appealed by the protesting bidder or the bidder(s) against whom a protest is made. Such appeals are made to the Vice President Finance and Business Operations.

The College's decision to cancel an award as a result of a protest received after award may be appealed by the bidder whose award was cancelled. Such appeals are made to the Vice President Finance and Business Operations.

Appeals must be received before 5:00 pm on the fifth (5) business day after receipt by the bidder of the College's protest decision.

The College will render a written decision to the bidder within ten (10) business days after receipt of the appeal, unless more time is needed. The appealing bidder shall be notified if additional time is necessary.

**SAVE HARMLESS**

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

**PERSONAL LIABILITY**

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

**SUPERVISION AND COORDINATION**

Contractor shall:

- Competently and efficiently, supervise and direct the implementation and completion of all contract requirements specified herein.
- Designate in its bid to the college, a representative(s) with the authority to legally commit Contractor's firm. All communications given or received from the Contractor's representative shall be binding on the Contractor.
- Promote and offer to Purchasers only those materials, equipment, and/or services as stated herein and allowed for by contractual requirements. Violation of this condition will be grounds for contract termination.

**ADVERTISING**

Contractor shall not advertise or publish information concerning this contract in any form or media without prior written consent from the College Purchasing Office.

**SUBCONTRACTS/ASSIGNMENT**

Contractor shall not subcontract or assign its obligations under this contract without the prior written consent of the College Purchasing Office . The Contractor shall be responsible to ensure that all requirements of the contract shall flow down to any and all subcontractors.

**TAXES, FEES AND LICENSES**

Taxes: Where required by state statute or regulation, contractor shall pay for and maintain in current status and all taxes that are necessary for contract performance. Unless otherwise indicated, the purchaser agrees to pay State of Washington sales or use taxes on all applicable consumer services and materials purchased. No charge by contractor shall be made for federal excise taxes and the purchaser agrees to furnish contractor with an exemption certificate where appropriate. Sales tax shall not be included in bid pricing submitted.

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

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

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

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

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

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

Other factors identified in WAC chapter 458-20.

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

Fees/Licenses: Prior to bid opening the Contractor shall pay for and maintain in a current status, any license fees, assessments, permit charges, etc., which are necessary for contract performance. It is the contractor's sole responsibility to monitor and determine any changes or the enactment of any subsequent regulations for said fees, assessments, or charges and to immediately comply with said changes or regulations applicable. Contractor shall take all-necessary actions to ensure that materials or equipment purchased are expedited through customs. Failure to do so may subject contractor to liquidated damages as identified in this document and/or to other administrative actions considered appropriate.

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

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

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

**WARRANTIES**

Product: Contractor warrants that all materials, equipment, and/or services provided under this contract shall be fit for the purpose(s) for which intended, for merchantability, and shall conform to the requirements and specifications herein. Acceptance of any service and inspection incidental thereto by the state shall not alter or affect the obligations of the Contractor or the rights of the state.

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

Date Compliance: Contractor warrants fault free performance in the processing of date and date related data including, but not limited to calculation, comparing, and sequencing by all Equipment and Software provided pursuant to this Contract, individually and in combination, when used in accordance with the product documentation provided by the Contractor. Fault free performance shall include the manipulation of this data when dates are in the 20th or 21st centuries and shall be transparent to the user.

**LIENS, CLAIMS AND ENCUMBRANCES**

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All materials, equipment, or services shall be free of all liens, claims, or encumbrances of any kind and if the college requests, a formal release of same shall be delivered to the college.

#### **DELIVERY**

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

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

**Location:** All deliveries are to be made to the applicable delivery location in accordance with Interstate Commerce Commission rules or as indicated in purchase order. When applicable, Contractor shall take necessary actions to safeguard items during inclement weather.

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

#### **INSPECTION AND REJECTION**

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

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

#### **TITLE AND RISK OF LOSS**

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

#### **PERFORMANCE**

Acceptance by the purchaser of unsatisfactory performance with or without objection or reservation shall not waive the right to claim damage for breach, or terminate the contract, nor constitute a waiver of requirements for satisfactory performance of any obligation remaining to be performed by Contractor.

#### **IDENTIFICATION**

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

#### **CHARGES FOR HANDLING**

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

#### **INVOICING**

Contractor shall provide an original and two (2) copies of invoices. Each invoice shall be submitted as required by the contract and shall reference the contract and field order or purchase order number. Invoices shall be properly annotated with applicable prompt payment discount(s).

#### **PAYMENT**



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Payment will be made by the college as indicated on ordering document. Any bid that requires payment in less than thirty (30) calendar days need not be considered. Qualifying prompt payment discount will be considered in determining the apparent lowest responsible and responsive bid. Invoices will not be processed for payment nor will the period of cash discount commence until receipt of a properly completed invoice and until all invoiced items are received and satisfactory performance of Contractor has been attained. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized. Under "Chapter 39.76 RCW," if purchaser fails to make timely payment(s), Contractor may invoice for 1% per month on the amount overdue or a minimum of \$1.00. Payment will not be considered late if a check or warrant is mailed within the time specified. If no terms are specified, net 30 days will automatically apply. Payment(s) made in accordance with contract terms shall fully compensate the Contractor for all risk, loss, damages or expense of whatever nature and acceptance of payment shall constitute a waiver of all claims submitted by Contractor.

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

Payment term discounts effective for less than a 30-day period unless otherwise identified in bid/quote, will not be considered in the award of this bid.

Bidders are encouraged to offer a discount for prompt payment of invoice, which will be utilized in determining lowest responsive/responsible bidder. To be considered in the state's evaluation, period of entitlement must be 10 calendar days or greater. If bidder indicates no discount, the state will evaluate as net 30 days.

Please indicate your discount proposal on the offer page of this document. If awarded by the college, period of entitlement begins only after:

- Receipt of a properly completed invoice
- Receipt of all supplies, equipment or services ordered
- Satisfactory completion of all contractual requirements

#### **QUALITY STANDARDS**

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

#### **DETERMINATION OF RESPONSIBILITY**

During bid evaluation, the college reserves the right to make reasonable inquiry to determine the responsibility of any bidder. Requests may include, but not be limited to, financial statements, credit ratings, references, record of past performance, on-site inspection of bidder's, or bidder's subcontractor's facilities. Failure to respond to said request(s) will be sufficient reason to consider the bid non-responsive.

During the contract term, should the contractor be determined to be in violation of federal, state, or local laws or regulations, the college reserves the right to modify its initial determination of responsibility at the time of award and to take other action as determined appropriate, including but not limited to termination of the contract.

#### **AWARD FACTORS**

Criteria: College contracts shall be awarded to the lowest responsible and responsive bidder subject to the preferences provided by law. Award criteria shall include all factors identified in RCW 43.19.1911 and the contractual requirements provided herein. No MWBE preference will be included in the evaluation of bids/proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award and bids/proposals will not be rejected or considered non-responsive on that basis.

Rights Reserved subject to the provisions of RCW 43.19.1911, the college reserves the right to:

Waive any informality.

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Reject any or all bids, or portions thereof. WAC 236-48-094 allows the college to "accept any portion of the items bid" unless the bidder stipulates all or nothing on the bid.

Reissue an IFB, RFQ, or RFP, or negotiate under provisions outlined therein.

Award on an all or none consolidated basis taking into consideration reduction in administrative costs as well as unit bid prices.

#### **SUPPLIER REGISTRATION**

Prior to award of a contract, any unregistered bidder may be required to complete a Supplier Registration Packet for placement on the college's supplier list.

#### **CHANGES**

No alteration in any of the terms, conditions, or contractual requirements herein shall be effective without the written consent of the College Purchasing Office as evidenced by issuance by the college of a contract change notice.

#### **ADDITIONS OR DELETIONS**

The college reserves the right to add or delete items, or locations, as determined to be in the best interest of the college. Added items, or locations will be related to those on contract and additions or deletions will not represent a significant increase or decrease in size or scope of the contract. Such additions or deletions will be by mutual agreement, will be at prices consistent with the original bid price margins, and will be evidenced by issuance of a written contract change notice from the College Purchasing Office.

#### **CONTRACT SUSPENSION**

The college may at any time and without cause, suspend the contract or any portion thereof, for a period of not more than thirty (30) calendar days, by written notice to the Contractor. Contractor shall resume performance within fifteen (15) calendar days of written notice from the college.

#### **BREACH, DEFAULT, TERMINATION**

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

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

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

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

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

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

#### **OPPORTUNITY TO CURE DEFAULT**

Events: In the event that Contractor fails to perform a contractual requirement or materially breaches any term or condition, the college may issue a written or oral notice of default and provide a period of time in which Contractor shall have the opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or

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other damages. The college is not required to allow the Contractor to cure defects if the opportunity for cure is not feasible as determined solely by the college. The college may terminate the contract for nonperformance, breach, or default without allowing the opportunity to cure by the Contractor.

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

Exercise any remedy provided by law.

Terminate this contract and any related contracts or portions thereof.

Impose liquidated damages.

Suspend Contractor from receiving future Invitations for Bid.

#### **LEGAL FEES**

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

#### **FORCE MAJEURE**

Definition: Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences.

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

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

#### **MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)**

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, Edmonds Community College encourages participation in all its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation/invitation or as a subcontractor to a Bidder/Proposer. However, unless required by federal statutes, regulations, grants, or contract terms referenced in the contract documents, no preference will be included in the evaluation of bids/proposals, no minimum level of MWBE participation shall be required as condition for receiving an award, and bids/proposals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply. Bidders may contact OMWBE to obtain information on certified firms for potential subcontracting arrangements.

#### **ESTABLISHED BUSINESS**

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

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

#### **LOWEST COST PURCHASE AUTHORITY (This paragraph applies only to mandatory use term contracts)**

This contract is subject to RCW 43.19.190(2) & RCW 43.19.1905(7); which authorizes state agencies to purchase materials, supplies, services, and equipment of equal quantity and quality to those on state contract from non-contract suppliers, provided that an agency subsequently notifies the Office of State Procurement (OSP) State Procurement Officer (SPO) that the pricing is less costly for such goods or services than the price from the state contractor.

If the non-contract supplier's pricing is less, the state contractor shall be given the opportunity by the college to at least meet the non-contractor's price. If the state contractor cannot meet the price, then the college shall purchase the item(s)

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from the non-contract supplier, document the transactions on the appropriate form developed by OSP and forwarded to the SPO administering the state contract.

If a lower price can be identified on a repeated basis, the state reserves the right to renegotiate the pricing structure of this agreement. In the event such negotiations fail, the state reserves the right to delete such item(s) from the contract.

#### **PROPRIETARY INFORMATION**

Supplier should clearly identify any material that constitutes valuable formulae, designs, drawings, and research data claimed to be exempt from public disclosure RCW 42.17.310, along with a statement of the basis for such claim of exemption. Pricing and entire bid packages are not considered proprietary. The college will give notice to the supplier of any request for disclosure of such information received within 5 (five) years from the date of submission. Failure to so label such materials or to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by the submitting supplier of any claim that such materials are, in fact, so exempt.

#### **OSHA AND WISHA REQUIREMENTS**

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

#### **TRAINING**

You may be required to call on the end-users to acquaint them with your product or service, provide necessary training, or discuss the compatibility of your equipment with existing equipment.

#### **DEFAULT CHARGES**

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

#### **INSURANCE**

General Requirements: Contractor shall, at their own expense, obtain and keep in force insurance as follows until completion of the contract. Within fifteen (15) calendar days of receipt of notice of award, the Contractor shall furnish evidence in the form of a Certificate of Insurance satisfactory to the state that insurance, in the following kinds and minimum amounts has been secured. Failure to provide proof of insurance, as required, will result in contract cancellation.

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

All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by State.

Specific Requirements:

Employers Liability (Stop Gap): The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable and will maintain Employers Liability insurance with a limit of no less than \$1,000,000.00. The state will not be held responsible in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

Commercial General Liability Insurance: The Contractor shall at all times during the term of this contract, carry and maintain commercial general liability insurance and if necessary, commercial umbrella insurance for bodily injury and property damage arising out of services provided under this contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or servants.

The insurance shall also cover bodily injury, including disease, illness, and death and property damage arising out of the Contractor's premises/operations, independent contractors, products/completed operations, personal injury and

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advertising injury, and contractual liability (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) conditions.

Contractor waives all rights against the College for the recovery of damages to the extent they are covered by general liability or umbrella insurance.

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

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

Business Auto Policy (BAP): In the event that services delivered pursuant to this contract involve the use of vehicles, or the transportation of clients, automobile liability insurance shall be required. The coverage provided shall protect against claims for bodily injury, including illness, disease and death; and property damage caused by an occurrence arising out of or in consequence of the performance of this service by the Contractor, subcontractor, or anyone employed by either.

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a combined single limit not less than \$1,000,000 per occurrence. The business auto liability shall include Hired and Non-Owned coverage.

Contractor waives all rights against the State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

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

Additional Insured: The College and all authorized contract users shall be named as an additional insured on all general liability, umbrella, excess, and property insurance policies. All policies shall be primary over any other valid and collectable insurance.

Notice of policy(ies) cancellation/non-renewal: For insurers subject to RCW 48.18 (Admitted and regulated by the Washington State Insurance Commissioner) a written notice shall be given to the College forty-five (45) calendar days prior to cancellation or any material change to the policy(ies) as it relates to this contract.

For insurers subject to RCW 48.15 (Surplus Lines) a written notice shall be given to the College twenty (20) calendar days prior to cancellation or any material change to the policy(ies) as it relates to this contract.

If cancellation on any policy is due to non-payment of premium, the College shall be given a written notice ten (10) calendar days prior to cancellation.

Identification: Policy(ies) and Certificates of Insurance must reference the college's bid/contract number.

Insurance Carrier Rating: The insurance required above shall be issued by an insurance company authorized to do business within the State of Washington. Insurance is to be placed with a carrier that has a rating of A- Class VII or better in the most recently published edition of Best's Reports. Any exception must be reviewed and approved by the Risk Manager for the State of Washington, by submitting a copy of the contract and evidence of insurance before contract commencement. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with RCW 48.15 and WAC 284-15.

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

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