



Childcare Services

Request for Qualifications #2425-CHILDCARE

January 14, 2025

Childcare Services
Request for Qualifications

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Childcare Services

Request for Qualifications

#2425-CHILDCARE

The purpose of this Request for Qualifications (RFQL) is to obtain interest from qualified bidders to provide on campus childcare services at Grays Harbor College Childcare Center, 1620 Edward P Smith Drive, Aberdeen WA 98520. The successful bidder will provide comprehensive childcare services five (5) days a week, Monday through Friday, 12 months a year from 6:30 a.m. to 6:00 p.m.

The 6,413 square foot childcare facility was completed in May of 2010. The facility is licensed for 8 infants, 14 toddlers, 20 preschoolers, and 15 school age children. While the facility is open to other individuals in the community and college employees, Grays Harbor College students will receive priority for enrollment openings at the childcare center during the first two weeks of each quarter and during the enrollment period for the upcoming school year. After the first two weeks of the quarter and enrollment period, any remaining openings must be offered to Grays Harbor College employees before openings may be offered to individuals in the community.

The top qualified bidder will be offered a lease agreement with Grays Harbor College. The lease term will be for five (5) years effective April 1, 2025 and end March 31, 2030. Grays Harbor College estimates a monthly rent payment of \$1,800 with 2% annual increases, plus leasehold excise tax. The successful bidder will submit a net profit and loss report quarterly to the Vice President of Administrative Services. It is expected that an assessment of 10% will be calculated on net profit to help defray utility costs. The top qualified bidder will provide their own custodial services, equipment, and supplies. Some outdoor equipment will be provided by Grays Harbor College. Changing tables, dishwasher, stove/oven, microwave, refrigerator, washer, and dryer provided by Grays Harbor College.

TIMELINE, PROCEDURE, AND PROCESS

RFQL issued by the Purchasing Office	January 14, 2025
RFQL questions due in the Purchasing Office	January 21, 2025
RFQL amendment and responses due to bidders	January 28, 2025
RFQL due in the Purchasing Office	February 4, 2025(no later than 4:00 p.m. pacific time.)
Announcement of apparent successful bidder	February 2025
Childcare Interviews and negotiations	March, 2025
Contract award	April 1, 2025

Please contact Laurie Franklin, Interim Vice President for Student Services at 360 538-4007 to tour the Childcare Center.

Any requests for information about this project are to be directed in writing to the Purchasing Office, Jackie Blumberg, jackie.blumberg@ghc.edu.

The deadline for submission of responses is February 4, 2025. Solicitations shall be in the possession of the Procurement and Supply Specialist 3 no later than 4:00 p.m. pacific time.

LATE BIDS WILL NOT BE ACCEPTED AND WILL BE AUTOMATICALLY DISQUALIFIED FROM FURTHER CONSIDERATION.

Bidders assume the risk for the method of delivery chosen. Grays Harbor College assumes no responsibility for delays caused by any delivery service or for problems with Bidder's email.

Proposals are to be mailed, e-mailed, or hand-delivered to:

Grays Harbor College

Jackie Blumberg

1620 Edward P Smith Drive, room 2306 Aberdeen WA 98520

Phone: 360 538-4037

Email: jackie.blumberg@ghc.edu

Proprietary Information and Public Disclosure

Materials submitted in response to this RFQL shall become the property of Grays Harbor College. Pursuant to RCW 39.26.030, all records related to state procurements are public records and may be subject to disclosure. However, proposals are exempt from disclosure until announcement of the Apparent Successful Bidder; thereafter, the proposals may be subject to disclosure unless otherwise exempt.

Any information in the proposal that the bidder desires to claim as proprietary and exempt from disclosure must be clearly designated. Each page and the exception from disclosure upon which the bidder is making the claim must be identified. The information claimed to be exempt from disclosure must be clearly identified by the word *Proprietary* printed on the lower right-hand corner of the page.

If Grays Harbor College receives a public records request for any information in the proposal a bidder has marked as proprietary, Grays Harbor College will provide the bidder with notice of the request and an opportunity to seek a court injunction against the requested disclosure.

RESPONSIBLE BIDDER CRITERIA

Wage Theft Prevention-Wage Laws Violations

Grays Harbor College shall consider whether, within the three-year period immediately preceding the date of the bid solicitation, the bidder has been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW. Grays Harbor College shall not award contracts to individuals or firms who knowingly and intentionally violate State of Washington wage laws. Grays Harbor College will consider the criteria listed in RCW 39.26.160(2)(f) in determining the bidder's responsibility as a bidder and reserves the right to consider such other information as needed. (SEE CONTRACTOR CERTIFICATION-EXHIBIT E.)

RESPONSIVE BIDDER CRITERIA

Minimum Qualifications

- Licensed to provide childcare services in the State of Washington.
- Five (5) years' experience providing childcare services to multiple age groups.

The following documents need to be submitted as part of the RFQL to be considered a responsible and responsive bidder and for the proposal to be evaluated.

RFQL Required Documents

1. Verification of license to conduct childcare services in the State of Washington to include licensee or business name.
2. Owner or licensee resume to include five (5) years' experience providing childcare services to multiple age groups.
3. Completed and signed Request for Qualifications document.
4. Completed and signed Wage Theft Prevention Contractor Certification (EXHIBIT E)

EVALUATION AND AWARD CRITERIA

Responses to the following sections will be awarded points.

EXPERIENCE AND QUALIFICATIONS

CLIENT SERVICES

DIVERSITY, EQUITY, AND INCLUSION

EXPERIENCE AND QUALIFICATIONS

1. Describe your experience as a childcare provider serving infants, toddlers, preschoolers, school age children, and DSHS clients. Include the length of time operating as a State of Washington licensed childcare provider.
2. Provide owner and staff qualifications.
3. Describe the childcare experience of your employees.
4. Provide three (3) references to include name, phone number, and email address or three (3) letters of recommendation that address the quality of your services and your ability to provide these services.

CLIENT SERVICES

1. Are you able and willing to provide childcare services from 6:30 a.m. to 6:00 p.m., Monday through Friday, 12 months a year?
2. Describe how you will provide first prioritization childcare enrollment openings to Grays Harbor College students and second prioritization childcare enrollment openings to Grays Harbor College employees.
3. Describe the conditions under which you would be able to provide drop-in services.
4. Describe your ability to transport children to and from public schools.
5. Provide a statement of all the provider billed client fees and costs (hourly, daily, weekly, monthly, annually, part-time, and full-time, etc.)
6. At minimum, the provider shall serve as a practicum site for childhood education students. Provide a statement describing if childcare provider is willing and able to put forth effort to meet State of Washington, Federal, and/or other standards to: serve as a practicum site for childhood education students; serve as a lab school; and provide experienced staff with the ability to supervise early childhood education practicum.
7. Gray's Harbor College (GHC) is continually seeking to find ways to provide financial support to our students. Access to affordable childcare can be a significant challenge for our students. The support often comes in the form of grants where specific deliverables or requirements are tied to the funding. Describe if you are able and willing to collaborate with GHC to support grant deliverables attached to grand funding allocations.

SUPPLIER DIVERSITY

Grays Harbor College recognizes the importance of providing goods and services procurement opportunities to small, diverse, and veteran-owned businesses. Grays Harbor College is dedicated to ensuring small, diverse, and veteran-owned businesses are given maximum practicable opportunity to directly and meaningfully participate in procurement opportunities and that access is fair and equitable.

Small and veteran-owned businesses qualify for 10 points. (SEE EXHIBIT F-DIVERSE BUSINESS CERTIFICATION.)

OMWBE

Minority, women, minority women, women and minorities, and non-minority men who are found to be socially and economically disadvantaged owned organizations interested in Washington state business opportunities and certification requirements are encouraged to visit

<http://www.omwbe.wa.gov>.

Washington State Department of Veteran's Affairs

Veteran owned businesses interested in Washington state business opportunities and certification requirements are encouraged to visit: <https://dva.wa.gov/>

DIVERSITY, EQUITY, AND INCLUSION

1. How does the provider currently incorporate diversity, equity, and inclusion into their childcare services and operations?
2. How will the provider ensure accessibility for children with disabilities and accommodate diverse cultural and linguistic needs into childcare operations?

The following points will be assigned for evaluation purposes:

Experience and qualifications	40 points
Client services	40 points
Supplier diversity	10 points
Diversity, equity, and inclusion	10 points
TOTAL	100 points

Grays Harbor College will award a contract based on:

1. Point system
2. Responsible and responsive bidder criteria
3. Interviews/negotiations

In the event contract cannot be negotiated with Apparent Successful Bidder, Grays Harbor College will negotiate with the next qualified bidder(s) until a contract is reached or will cancel the RFQL.

COMPLAINT PROCESS

Bidders may file a complaint after the question-and-answer period based on any of the following apply:

- 1) solicitation unnecessarily restricts competition;

- 2) solicitation evaluation or scoring process is unfair or flawed; or
- 3) solicitation requirements are inadequate or insufficient to prepare a response.

Complaints shall be made in writing and submitted to the Purchasing Department up to five (5) business days prior to the proposal response deadline.

Complaints must include the following:

- 1) date of complaint, bidder name and address, and proposal title, description, and/or number,
- 2) clear reason and basis for the complaint with facts and supporting documentation,
- 3) proposed corrective action and remedy, and
- 4) signature by authorized bidder representative or agent.

The Purchasing Department will notify the Vice President for Administrative Services of any complaints received. Following consultation and coordination with the Vice President for Administrative Services, the Purchasing Department will respond in writing to all such complaints before the proposal submission deadline. The response will include the decision, how the review was conducted, and the basis upon a decision was made. The College's decision regarding the complaint is final and not appealable. The complaint may not be raised again during the protest period.

***COMPLAINTS MUST COMPLY WITH THE PROCESS ABOVE TO BE CONSIDERED.**

DEBRIEFING PROCESS

Any responsive bidder that submitted a proposal may request a debriefing conference within three (3) business days after the apparent successful bidder announcement. Requests for a debriefing conference shall be made in writing and submitted to the Purchasing Department. The debriefing conference will be held within three (3) business days of the date of request and last no longer than one (1) hour. The bidder will be notified in writing of the debriefing conference date, time, and method.

The following may be discussed during a debriefing conference:

- 1) evaluation and scoring of bidder's own proposal,
- 2) review of bidder's proposal based on evaluation, and
- 3) comparison of bidder's own final score with other final scores.

***NO OTHER COMPARISON AMONG PROPOSALS AND EVALUATIONS WILL BE ALLOWED OR PERMITTED.**

Debriefing requests must include the following:

- 1) date of request, company name and address, and proposal title, description, and/or number
- 2) signature by authorized bidder representative or agent.

***DEBRIEFING REQUESTS MUST COMPLY WITH THE PROCESS ABOVE TO BE CONSIDERED.**

PROTEST PROCESS

Any responsive bidder that submitted a proposal and attended a debriefing conference may file a protest. Protests must be made in writing and submitted to the Purchasing Department within five (5) business days after the debriefing conference. Protest period will be cancelled if no valid debriefing requests are received by the College.

Only protests based on the following will be considered:

- 1) matter of bias, discrimination, or conflict of interest on the part of an evaluator;
- 2) errors in computing the scores; or
- 3) non-compliance of procedures described in solicitation.

***PROTESTS NOT BASED ON ONE (1) OR MORE OF THE ABOVE WILL NOT BE CONSIDERED.**

Protest requests must include the following:

- 1) date of complaint, company name and address, and proposal title, description, and/or number;
- 2) clear reason and basis for the protest with facts and supporting documentation;
- 3) proposed corrective action and remedy; and
- 4) signature by authorized bidder representative or agent.

***PROTESTS MUST COMPLY WITH THE PROCESS ABOVE TO BE CONSIDERED.**

Protests will be reviewed by the Vice President of Administrative Services or employee delegated by the Vice President for Administrative Services (Protest Officer) will public procurement experience and not involved in the evaluation or award process. The Protest Officer shall respond to the bidder in writing within ten (10) business days of receiving the protest unless additional time is needed. The bidder will be notified if the College needs more time to decide.

The final determination of the protest will:

- 1) find the protest lacking in merit and uphold the College's action; or
- 2) find only technical or harmless errors in the acquisition process and determine the College to be in substantial compliance and reject the protest; or
- 3) find merit in the protest and provide options which may include:
 - a. correcting the errors and re-evaluating all proposals;
 - b. cancelling the solicitation; or
 - c. making other findings and determining other courses of action as appropriate.

If the College determines the protest is without merit, it may proceed with award of the contract. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

The College's decision regarding the protest is final and not appealable. If the protesting bidder does not accept the College's protest decision, the bidder may file an action in court. Jurisdiction and venue for any court action related to this RFQL is in the Superior Court of Grays Harbor County, Washington.

REJECTION OF PROPOSALS

Grays Harbor College reserves the right to reject any or all proposals. Bidders whose proposals are rejected will be notified or if Grays Harbor College rejects all proposals.

SIGNATURE

The undersigned has carefully examined the solicitation, instructions, terms and conditions, requirements, and EXHIBITS; and hereby proposes to furnish the services described herein, in accordance with the solicitation.

Business name and address

Printed Name and title _____

Signature _____ Date _____

Grays Harbor College Academic Calendar 2024-2025

EXHIBIT A

July 24						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
	I	I	I	H		
7	8	9	10	11	12	13
	I	I	I	I		
14	15	16	17	18	19	20
	I	I	I	I		
21	22	23	24	25	26	27
	I	I	I	I		
28	29	30	31			
	I	I	I			

August 24						
Su	M	Tu	W	Th	F	Sa
				1	2	3
				I		
4	5	6	7	8	9	10
	I	I	I	I		
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 24						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
	F	F	A	A	P	
22	23	24	25	26	27	28
	I	I	I	I	I	
29	30					
	I					

October 24						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
		I	I	I	I	
6	7	8	9	10	11	12
	I	I	I	I	F	
13	14	15	16	17	18	19
	I	I	I	I	I	
20	21	22	23	24	25	26
	I	I	I	I	I	
27	28	29	30	31		
	I	A	I	I		

November 24						
Su	M	Tu	W	Th	F	Sa
					1	2
					I	
3	4	5	6	7	8	9
	I	I	I	I	I	
10	11	12	13	14	15	16
	H	I	I	I	I	
17	18	19	20	21	22	23
	I	I	I	I	I	
24	25	26	27	28	29	30
	I	I	I	H	H	

December 24						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
	I	I	I	I	I	
8	9	10	11	12	13	14
	I	T	T	T	P	
15	16	17	18	19	20	21
22	23	24	25	26	27	28
			H			
29	30	31				

January 25						
Su	M	Tu	W	Th	F	Sa
				1	2	3
				H		
5	6	7	8	9	10	11
	P	I	I	I	I	
12	13	14	15	16	17	18
	I	I	I	I	I	
19	20	21	22	23	24	25
	H	I	I	I	I	
26	27	28	29	30	31	
	I	I	I	I	I	

February 25						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
	I	I	I	I	F	
9	10	11	12	13	14	15
	I	A	I	I	I	
16	17	18	19	20	21	22
	H	I	I	I	I	
23	24	25	26	27	28	
	I	I	I	I	I	

March 25						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
	I	I	I	I	I	
9	10	11	12	13	14	15
	I	I	I	I	I	
16	17	18	19	20	21	22
	I	I	I	I	I	
23	24	25	26	27	28	29
	I	T	T	T	P	
30	31					

April 25						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
	I	I	I	I	I	
20	21	22	23	24	25	26
	I	I	I	I	I	
27	28	29	30			
	I	I	I			

May 25						
Su	M	Tu	W	Th	F	Sa
				1	2	3
				I	I	
4	5	6	7	8	9	10
	I	I	I	I	I	
11	12	13	14	15	16	17
	I	I	I	I	I	
18	19	20	21	22	23	24
	I	I	I	I	I	
25	26	27	28	29	30	31
	H	I	I	I	I	

June 25						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
	I	I	I	I	I	
8	9	10	11	12	13	14
	I	I	I	I	I	
15	16	17	18	19	20	21
	I	I	I	H	I	
22	23	24	25	26	27	28
	I	T	T	T	G	
29	30					

2024-2025 Holidays	
<i>Independence Day</i>	7/4/2024
<i>Labor Day</i>	9/2/2024
<i>Veteran's Day</i>	11/11/2024
<i>Thanksgiving</i>	11/28/2024
<i>Native American Heritage</i>	11/29/2024
<i>Christmas</i>	12/25/2024
<i>New Year's</i>	1/1/2025
<i>MLK Jr. Day</i>	1/20/2025
<i>Presidents' Day</i>	2/17/2025
<i>Memorial Day</i>	5/26/2025
<i>Juneteenth</i>	6/19/2025

	Summer	Fall	Winter	Spring
Instruction Days (I)	23	51	51	49
Advising Days (A)	0	3	1	0
Prep Days (P)	0	2	2	0
Testing Days (T)	0	3	3	3
Faculty (F) and Graduation (G)	0	3	1	1
Total	23	62	58	53

Academic Year Total 173

Fall In-Service 11-Oct
 Fall Advising Day 29-Oct
 W-Day 14-Nov

Wtr. "All College Day" 7-Feb
 Winter Advising Day 11-Feb
 W-Day 27-Feb

For Spring 2024, Week 5 -
 designated as "advising week."
 W-Day 5-Jun

AFTER RECORDING RETURN TO:

Jackie Blumberg
1620 Edward P Smith Drive,
Aberdeen WA 98520

Delegated Lease No. DEL 24-0091
Aberdeen
Page 1 of 11
Date: XXX

DELEGATED LEASE

1. This DELEGATED LEASE, made and entered into between the State of Washington, Grays Harbor College, acting under a delegation of authority by the Department of Enterprise Services, in accordance with RCW 43.82.010. for its administrators, successors, and assigns, hereinafter called the Lessor, and XXX, whose address is XXX, hereinafter called the Lessee:

WHEREAS, the Department of Enterprise Services is granted authority to lease property under RCW 43.82.010;

WHEREAS, the Director of the Department of Enterprise Services is also granted authority to delegate the leasing function to agencies;

WHEREAS, the Director has so delegated the authority for this Lease;

WHEREAS, the Lessor and Lessee deem it to be in the best public interest to enter into this Lease;

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

2. The Lessor hereby leases to the Lessee the following described Premises:

Tax Parcel Number: 317091644000 AB AC SE of SE T 17 R 09 Sec 16

Common Street Address: 1620 Edward P Smith Drive, Aberdeen WA 98520

TERM

3. TO HAVE AND TO HOLD the Premises with their appurtenances for the term April 1, 2025 through March 31, 2030.

RENTAL RATE

4. The Lessee shall pay rent to the Lessor for the Premises at the following rate:

\$1,800 per month, which sum shall be paid monthly and in advance on or before the 10th day of each month and shall be paid to the Lessor at 1620 Edward P. Smith Drive, Aberdeen, WA 98520. Payments commence on April 1, 2025. The base rent for the Premises may, at the option of the Lessor, be increased on an annual basis in an amount not to exceed 2% of the current year's base rent. The Lessor shall notify Lessee no later than July 1 of each year of Lessor election to increase base rent, with said increase to be effective on September 1.

Lessee shall remit to Lessor leasehold excise tax in the amount of (\$231.12) per month, which is 12.84% of the rent. Leasehold excise tax shall be adjusted if there occurs an adjustment in the rental rate or leasehold excise tax rate. Said tax shall be paid each month at the same time as payment of rent is due.

LATE CHARGE

5. If any payment of rent or if any other sum due to the Lessor is not received by Lessor by the due date, a late charge of one percent (1%) of the rent due and unpaid plus \$25.00 administration fee shall be added to the amount due and the total sum shall become immediately due and payable to Lessor. Each additional rental period that the amount due goes unpaid shall be subject to a late charge of one percent (1%) of the rent due plus an administration fee of \$25.00. Also, there shall be a charge of \$10.00 for any check returned uncollectible.

EXPENSES

6. During the term of this Lease, the Lessee shall pay all utilities as described below.

XXX

MAINTENANCE, REPAIR, AND CUSTODIAL

7. The Lessee, at Lessee's sole cost, shall keep the Premises in a neat, clean, and sanitary condition. The Lessee shall be required to report any defects, needed building repairs, or maintenance items immediately to the college operations office.

The Lessee shall provide all custodial and janitorial services as may be required. The Lessor shall be responsible for the maintenance of the building including appliances, plumbing, heating, ventilating, and electrical systems.

Lessor shall have the right to inspect the Premises at all reasonable times and enter the same for the purposes, as Lessor deems necessary, of cleaning, repairing, altering, or improving the Premises, provided nothing herein shall be construed to impose a duty on Lessor to perform such cleaning, repairing, altering, or improvements.

If at any time the Lessor shall discover any condition requiring custodial or repair to be performed by the Lessee, the Lessor may notify the Lessee thereof and if the Lessee shall fail to make the necessary custodial changes or repairs promptly, the Lessor may, but shall not be required to, perform such, in which case the Lessee shall promptly reimburse the Lessor for its costs in so providing such custodial services or repairs. Any amount so paid by Lessor, together with interest at the rate of 12% per annum thereon from date of payment by Lessee until repaid by Lessee, shall be repaid by Lessee upon Lessor's demand, all without prejudice to any other right Lessee may have by reason of such default.

ASSIGNMENT/SUBLEASE

8. The Lessee shall not assign, nor sublet the Premises without first obtaining the Lessor's written consent.

CANCELLATION

9. It is mutually understood and agreed by and between the Lessor and the Lessee that this Lease may be canceled and terminated by either party during the five (5) year term provided that written notice of such cancellation and termination shall have been given at least 90 days prior to the effective date thereof, in which event rent shall be prorated to the date of termination. Rent shall be due only to the date of termination.

If the Lessee fails to keep and perform any of the covenants or agreements herein contained and shall fail to remedy any such default thereof within ten (10) days after written notice thereof by the Lessor to the Lessee, the Lessor may at its option declare this Lease canceled and forfeited, and the Lessee's right to possession ended, and the Lessor may re-enter said premises with or without process of law and take possession thereof. The Lessor shall not be liable for any damage by reason of such re-entry or forfeiture. If upon such re-entry there remains any personal property of the Lessee or of other persons upon the premises, the Lessor may but without obligation to do so, remove said personal property and hold it for the Lessee thereof or may place the same in a public garage or warehouse, all at the expense and risk of the Lessees thereof, and the Lessee shall reimburse the Lessor for any expense incurred by the Lessor in connection with such removal and storage. Lessor shall have the right to sell such stored property, without notice to the Lessee, after it has been stored for a period of 30 days or more, the proceeds of such sale to be applied first to the cost of such sale, second, to the charges for storage, and third, to the payment of any other amounts which may be then due from the Lessee to the Lessor, and the balance, if any shall be paid to the Lessee.

Notwithstanding any such re-entry, the liability of the Lessee for the full rental provided for therein shall not be extinguished for the balance of the term of this Lease, and Lessee shall make good to the Lessor any deficiency arising from a re-letting of the premises at a lesser rental than that herein before agreed upon. The Lessee shall pay such deficiency upon demand by the Lessor after the amount thereof is ascertained by the Lessor.

In the event the state determines to undertake a renovation or demolition of the facility, or determines to permit new development and/or use, it is provided that there is expressly reserved to the Lessor the right and option to terminate this lease by giving the Lessee at least one hundred eighty (180) days written notice prior to the effective date of such termination in which event rent shall be prorated to the date of termination.

ALTERATIONS, FIXTURES, AND IMPROVEMENTS

10. The Lessee shall have the right during the existence of this Lease with the written permission of the Lessor to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the Premises hereby leased. All alterations and improvements shall be at the sole expense of the Lessee. The performance of any of the rights authorized above shall be conducted in compliance with all applicable governmental regulations, building codes, and public works requirements, including obtaining any necessary permits.

No alterations may be made to the Premises without first obtaining the written consent of the Lessor. If the consent of the Lessor is obtained, the Lessee shall, if required by state law, pay prevailing rate of wage to all workers, laborers or mechanics employed to perform such work as well as comply with the rules and regulations of the Department of Labor and Industries.

Lessee agrees in performing the above work to comply with all applicable local, state, and federal regulations including but not limited to, obtaining appropriate permits and inspections.

No signs, banners, pennants, symbols, flags, eye-catching spinners, or other advertising devices, nor any temporary signs, shall be flown, installed, placed, or painted on, attached to or erected on the exterior of the Premises without the prior written consent of the Lessor.

Lessee agrees that all signs and other advertising devised, placed or to be placed by Lessee upon or in front of the Premises, and all interior installations placed in said premises by Lessee, shall be in conformance with the ordinances of the City of Aberdeen and Grays Harbor County, relative thereto, and subject to the written consent and approval of Lessee being first secured therefor.

All improvements erected upon or added to the Premises by Lessee during the life of this Lease, except for trade fixtures, shall become the property of Lessor upon the termination of this Lease, provided, however, that the Lessor may require the Lessee to remove all or any portion of such improvements placed on said Premises, provided the Lessor so notifies the Lessee prior to the expiration of the term of this Lease or any extensions of renewals hereof. When the Lessee must make improvements, the Premises shall be restored to their condition before installing such improvements.

DISASTER

11. In the event the Premises are destroyed or damaged by fire, earthquake, or other casualty so as to render the Premises totally unfit for occupancy the Lessee may terminate this Lease and shall be reimbursed for any unearned rent that has been paid. In the event said Premises are partially destroyed by any of the aforesaid agencies, the rent herein agreed to be paid shall be abated from the time or occurrence of such destruction or damage until the Premises are again restored to their former condition, and any rent paid by the Lessee during the period of abatement shall be credited upon the next installment of rent to be paid. It is understood that the terms "abated" and "abatement" mean a pro rata reduction of area unsuitable for occupancy due to casualty loss in relation to the total rented area.

In the event the Premises are destroyed or damaged by fire, earthquake, or other casualty to such an extent as to render the Premises untenable in whole or in a substantial part thereof, it shall be optional with the Lessor to rebuild or repair the Premises. After occurrence of any such contingency, the Lessee shall give the Lessor immediate written notice thereof. The Lessor shall not have more than 30 days after the date of such notification to notify the Lessee in writing, of the Lessor's intentions whether to rebuild or repair the Premises. If Lessor elects to rebuild or repair the Premises, the Lessor shall prosecute such work without unnecessary delay, and during such period the base rent of the Premises shall be abated in the same ratio that the portion of the Premises rendered for the time being unfit for occupancy shall bear to the whole of the Premises. If the Lessor fails to give the aforesaid notice, the Lessee shall have the right to declare this Lease terminated by written notice served upon Lessor. The base rent abatement and termination by the Lessee provisions of this section shall not apply unless the Lessee proves that the loss is not caused, in whole or in part, by the fault or negligence of the Lessee or the agents, employees, or invitees of the Lessee.

NO GUARANTEES

12. It is understood that no guarantees, express or implied, representations, promises or statements have been made by the Lessor unless endorsed herein in writing. And it is further understood that the Lessor, a state agency, is acting in compliance with a delegated authority from the Department of Enterprise Services in accordance with 43.82.010. Any amendment or modification of this Lease must be in writing and signed by both parties.

BINDING AUTHORITY

13. It is further understood that this Lease shall not be binding upon the State of Washington, Grays Harbor College, unless signed by the Lessor's Board, President, or his/her designee and approved as to form by the Office of the Attorney General.

HAZARDOUS SUBSTANCES

14. Lessee shall not keep on or about the Premises, for use, disposal, treatment, generation, storage or sale any substances which are hazardous, toxic, harmful or dangerous, and/or which are subject to regulation as hazardous or toxic, dangerous, or as a pollutant by any federal, state, or local law, regulation, statute, or ordinance (collectively referred to herein as "hazardous substances"). Lessee shall be fully liable to the Department of Enterprise Services, and shall indemnify, defend and save harmless the Lessor and its officials and employees, with respect to any and all damages, costs, fees (including attorneys' fees and costs), civil and criminal penalties, or clean-up costs assessed against or imposed as a result of Lessee's use, disposal, generation, storage, or sale of hazardous substances or that of Lessee's employees, agents, or invitees. Breach of this provision shall entitle Lessor to terminate this Lease. This provision shall not apply to properly stored cleaning supplies such as ammonia-based cleaners nor to office supplies such as copy machine toner.

REIMBURSEMENT FOR DAMAGE TO PREMISES

15. The Lessee hereby agrees to reimburse the Lessor for damages caused by its employees, contractors, licensees, and agents. This paragraph shall not be construed as making Lessee responsible for the repair of normal wear and tear.

INSURANCE

16. Liability: Lessee shall at its sole expense during the entire term of this Lease keep in full force and effect a policy of comprehensive general liability providing coverage for third party bodily injury and property damage covering the entire Premises, and the business operated by the Lessee and any sub-Lessees or assignees of the Lessee in the Premises. The limits of the (1) general liability insurance shall not be less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate.

Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Lessee has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$500,000 per accident for bodily injury and property damage.

Workers' Compensation insurance as required by the State of Washington, with Statutory Limits.

The policy shall name the Lessor as an additional insured and as the Lessee as the insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Lessee thirty (30) days prior written notice. Lessee shall deliver copies of each policy or certificate to Lessee, together with receipts showing the payment of premiums by Lessee.

Lessee shall submit to Lessor within fifteen (15) calendar days of the contract effective date, a certificate of insurance that outlines the coverage and limits defined in the *Insurance* section. The Lessee shall submit renewal certificates as appropriate during the contract term.

HOLD HARMLESS

17. Lessee, its successors or assigns, will protect, save, and hold harmless the Lessor, its authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever arising out of or in connection with any acts or activities authorized by this Lease. The Lessee further agrees to defend the Lessor, its agents, or employees, in any litigation, including the payment of any costs or attorneys' fees, for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Lease. This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Lessor or its authorized agents or employees; Provided, that if the claims or damages are caused by or result

from the concurrent negligence of (a) the Lessor, its agents or employees, and (b) the Lessee, its agents or employees and involves actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Lessee or Lessee's agents or employees.

WAIVER OF SUBROGATION

18. The Lessor and the Lessee hereby mutually release each other from liability and waive all rights of recovery against each other for any loss from perils insured against their respective fire insurance contracts, including any extended coverage endorsement thereto; provided that this paragraph shall be inapplicable if it would have the effect, but only to the extent that it would have the effect, of invalidating any insurance coverage of the Lessor or the Lessee; and provided further that nothing in this Lease shall be deemed to release Lessee from liability for damages resulting from the fault or negligence of Lessee or the agents, employees or invitees of the Lessee except the above provisions shall release Lessee to the extent of the insurance proceeds received by Lessor for any such changes.

NON-WAIVER OF BREACH

19. The failure of the Lessor to insist upon the strict performance of any of the covenants or conditions of this Lease in any one or more instances shall not be construed to be a waiver thereof.

USE OF PREMISES

20. No use other than XXX_____ shall be permitted without the prior written approval of the Lessor. No pets or other animals shall be kept, housed, or brought into the Premises for any purpose with the exception of guide dogs and service animals as required by employees and visitors and dogs required for law enforcement or security purposes. No smoking shall be permitted in the building. Furthermore, in using these Premises, it is expressly agreed that Lessee shall comply with all applicable federal, state, and local laws, ordinances, regulations, and environmental requirements. Lessee hereby agrees to hold Lessor harmless from claims or suits resulting from Lessee's failure to comply with such requirements.

The Lessee shall use the Premises for childcare services provided by the Lessee and for purposes reasonably related thereto. The Lessor reserves the right to use common areas and public meeting rooms without charge provided that such use does not unreasonably interfere with the Lessee's use of said areas.

The Lessee shall, at the termination of this Lease, deliver possession of the Premises to the Lessor, broom clean, in as good condition as when received, reasonable wear and tear and damage or destruction by fire or the elements excepted. At the same time, Lessee shall deliver to the Lessor all keys for all interior or exterior doors to the Premises.

LAWS AND REGULATIONS

21. The Lessee shall comply with all present and future applicable Federal, State, County, City and Municipal laws, ordinances, directions, and regulations.

ATTORNEY FEES

22. In the event of litigation or other action brought to enforce any of the provisions of this Lease, each party shall bear its own attorney's fees and costs.

RIGHT OF ACCESS

23. The Lessor reserves to itself, its agents, or assigns, the right to enter the Premises at any time to inspect the same. The foregoing shall not be construed to require the Lessor to inspect the Premises and shall impose no liability on the Lessor for failure to so inspect. The Lessor and/or its agent may, at any reasonable time during the last 90 days of this Lease, enter upon said Premises and exhibit the same to prospective Lessees.

INGRESS AND EGRESS

24. The Lessor does herewith grant to Lessee, its employees, agents, and invitees the right of ingress and egress to the Premises through the existing exterior doors. No change in the access points shall be made without the prior written consent of the Lessor.

INVALIDITY OF PARTICULAR PROVISIONS

25. If any term or provision of this Lease agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and shall continue in full force and effect.

LIENS AND ENCUMBRANCES

26. The Lessee shall keep the Premises free and clear of all liens and encumbrances, including those arising out of or growing out of the use and occupancy of the Premises by the Lessee. At the Lessor's request, Lessee shall furnish the Lessor with written proof of payment of any items which will or might constitute the basis for such a lien on the Premises if not paid.

NONDISCRIMINATION

27a. Nondiscrimination Requirement. During the term of this Contract, the Lessee, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, the Lessee, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which the Lessee, or subcontractor, has a collective bargaining or other agreement.

a. Obligation to Cooperate. Lessee, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Lessee, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

b. Default. Notwithstanding any provision to the contrary, the Lessor may suspend Lessee including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until the Lessor receives notification that Lessee, including any subcontractor, is cooperating with the investigating state agency. In the event Lessee, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), the Lessor may terminate this Contract in whole or in part, and Lessee, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Lessee or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

c. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Lessee, subcontractor, or both, shall be liable for contract 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, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. The Lessor shall have the right to

deduct from any monies due to Lessee or subcontractor, or that thereafter become due, an amount for damages Lessee or subcontractor will owe the Lessor for default under this provision.

OPERATION OF CHILDCARE ACTIVITIES

28. Lessee must always be current and in possession of all licenses necessary for operation of a childcare facility. Failure to keep licensing current shall be grounds for termination of the Lease. If the Lessee fails to operate a childcare facility on the premises as contemplated in this Lease, such failure shall be grounds for termination of the Lease.

The Lessee agrees to accept full and sole responsibility for maintaining adequate security and safety for the children in its care. Lessee further agrees to indemnify, defend, and hold Lessor harmless from all liability and/or expense related to, arising out of, or associated with childcare activities.

PLANNING MEETINGS

29. The Lessee will include a representative in all planning meetings for the operation of the Lessee on the college campus when such meetings are regarding issues such as hours, fees, children's ages, and related topics.

SERVICES FURNISHED

30. Lessor shall furnish the Premises with utilities and maintenance services during reasonable building hours, as determined by the Lessor; provided Lessee is not in default of any provisions of this Lease and subject to building regulations.

EDUCATION

31. Lessee will accommodate early childhood education practicum students who choose to use the childcare facility as a learning laboratory setting. The college program director will schedule the Practicum students, taking into consideration the numbers appropriate to a childcare setting. Students must meet the entry requirements of the Lessee and the early childhood education program.

PARKING

32. The Lessor grants Lessee permission to use six (6) parking spaces dedicated to Lessee's use. These spaces will be in either the childcare parking lot or the upper staff parking lot as dedicated by availability.

OPERATING GUIDELINES

33. The following guidelines will be in effect as part of the lease agreement between Lessee and Lessor. Guidelines are subject to revision with approval by representatives from each party. The operating guidelines are as follows:

- a. Priority for enrollment will be given to children of current Grays Harbor College students. Second priority for enrollment will be given to Grays Harbor College employees.
- b. Enrollment will be provided through the Lessee.
- c. Childcare hours will begin at 6:30 a.m. and close no later than 6:00 p.m.

p.m. Monday through Friday.

CAPTIONS

34. The captions and paragraph headings herein are inserted for convenience purposes only and shall not be deemed to limit or expand the meaning of any paragraph.

INTEGRATED DOCUMENT

35. This Lease and the exhibits hereto constitute the entire agreement between the parties with respect to the lease of Premises and supersedes all prior and contemporaneous agreements and understandings between the parties hereto relating to the subject matter hereof.

NOTICES

36. Wherever in this Lease written notices are to be given or made, they will be sent by certified mail to the address listed below unless a different address shall be designated in writing and delivered to the other party.

LESSOR: XXX

LESSEE: XXX

ADDITIONAL LEASE PROVISIONS

37. Lessee accepts said Premises in their present condition and agrees it will not demand that the Lessor make any improvements thereon or maintenance thereof, other than as specifically agreed to herein.

Possession of the Premises shall be delivered to Lessee on the day of the commencement of the term of this Lease. In the event of the inability of Lessor to deliver possession of the Premises or any portion thereof on the specified date, Lessor shall not be liable for any damage caused thereby, nor shall this Lease thereby become void or voidable, nor shall the commencement date or termination date of this Lease as herein specified by in any way extended or changed, but in such event, Lessee shall not be liable for any base rent until such time as Lessor can deliver possession. If possession is for only a portion of the Premises the base rent shall be proportionately reduced until full possession is delivered.

It is understood and agreed that the Lessee accepts the Premises in its present condition and accepts all risk of injury to persons or damage to property resulting from, or arising out of, the condition of the Premises. This acceptance includes knowledge that the Premises may not meet the requirements set forth in the American's with Disabilities Act (ADA). If at any time during the term of this lease, Lessee reasonably determines that barriers to the disabled existing in the Premises must be eliminated, Lessee shall so notify the Lessor in writing. Lessor and Lessee shall endeavor to arrive at a mutually satisfactory agreement for accomplishing necessary alterations within thirty (30) days of said written notice. If Lessor and Lessee cannot arrive at a mutually satisfactory agreement, Lessee shall have the option to terminate this lease by giving at least sixty (60) days prior written notice, in which event rent shall be prorated to the date of termination.

IN WITNESS WHEREOF, the parties subscribe their names.

LESSEE:

XXX

By: _____

Title: _____

Date: _____

LESSOR:

State of Washington, Grays Harbor College

Acting under a Delegation of
Authority by the Department of Enterprise Services

By: _____
President

Date: _____

APPROVED AS TO FORM:

By: _____
Assistant Attorney General

Date: _____

STATE OF _____)
) ss.
County of _____)

On this ____ day of _____, A.D., 20____, before me personally appeared _____, to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that _____ signed and sealed the same as _____ free and voluntary act and deed, for the purposes and uses therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington,
Residing at _____
My commission expires _____

STATE OF WASHINGTON)
) SS.
County of Grays Harbor)

I, the undersigned, a Notary Public, do hereby certify that on this _____ day of _____, 20____, personally appeared before me _____, _____ (name and title), State of Washington, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as the free and voluntary act and deed of the Department, for the purposes and uses therein mentioned, and on oath stated that he was duly authorized to execute said Lease.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington,
Residing at _____
My commission expires _____

GRAYS HARBOR COLLEGE



GHC Baseball Field

Campus Access Hwy. 105/Boone St.

Bus Stop

Bishop Center for Performing Arts

1600

A

B

1700

KEY



Parking



Accessible Parking



Bus Stop



Road



Parking Lot



Pedestrian Area



Building



Trail



Lake



N

Edward P. Smith Drive

2000 Manspeaker

Music Pavilion

800

E

Lake Swano

1800

1900 Hughes

D

Malik Commons

3000

1500 Spellman Library

1400

Childcare

G

Student Parking

F

Bus Stop

500 Brewster Athletic

4000 Schermer

Bus Stop

H

Employee Parking

700 Krug

I

EXHIBIT D
RFQL #2425-CHILDCARE

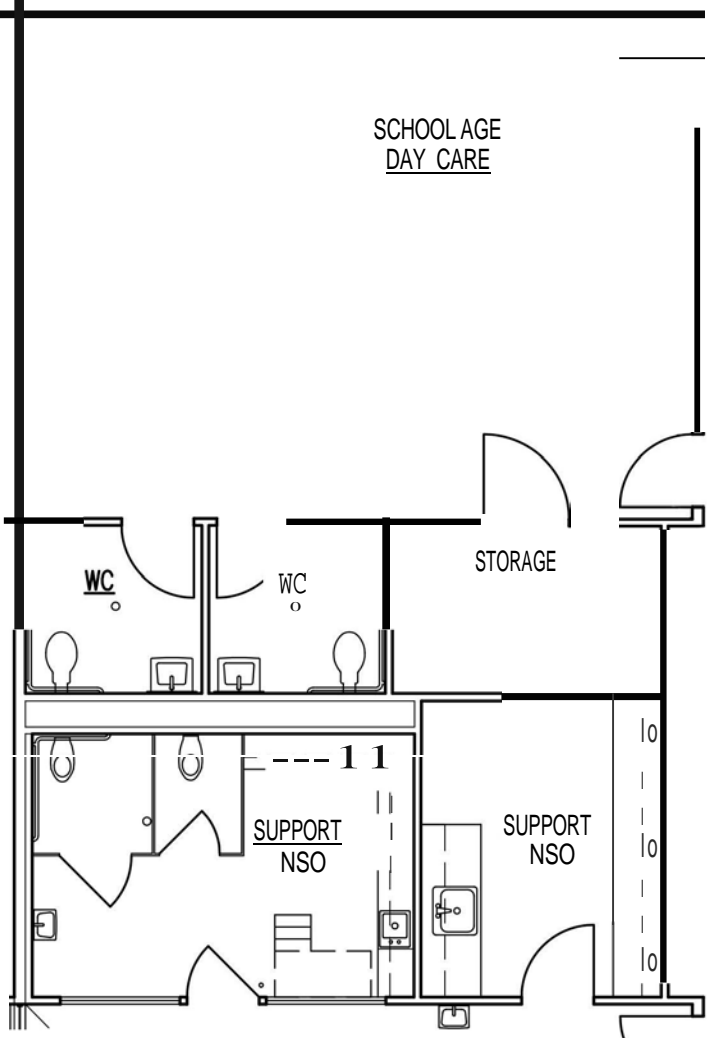


Grays Harbor College
Childcare Center

Miller Hayashi Architects

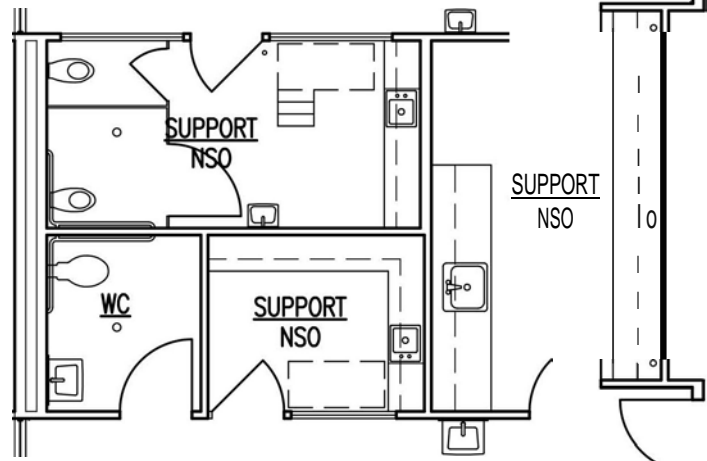
SCHOOLAGE
DAY CARE

EXHIBIT D (1)
RFQL #2425-CHILDCARE



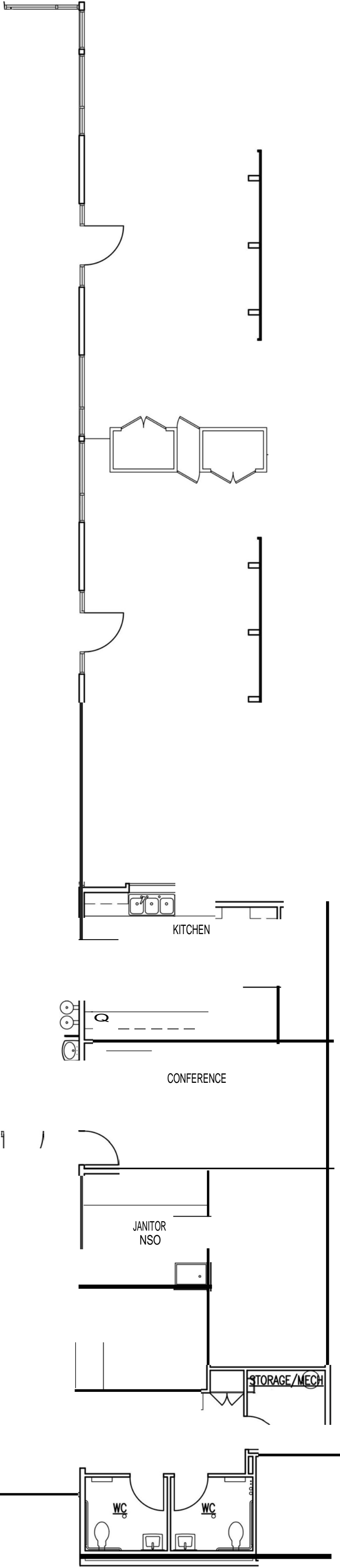
PRESCHOOL
DAY CARE

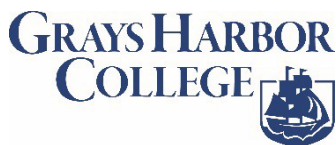
TODDLER
DAY
CARE



INFANT
DAY CARE

ADA Entrance





**CONTRACTOR CERTIFICATION
 WAGE THEFT PREVENTION – RESPONSIBLE BIDDER CRITERIA
 WASHINGTON STATE GOODS & SERVICES CONTRACTS**

Prior to awarding a contract Grays Harbor College is required to determine that a bidder is a ‘responsible bidder.’ See RCW 39.26.160(2) & (4). Pursuant to legislative enactment in 2017, the responsible bidder criteria include a contractor certification that the contractor has not willfully violated Washington’s wage laws. See Chap. 258, 2017 Laws (enacting SSB 5301).

Procurement Name/Description/No.: 2425-CHILDCARE

Procurement Solicitation Dated: January 14, 2025

I hereby certify, on behalf of the firm identified below, as follows (check one):

NO WAGE VIOLATIONS. This firm 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 procurement solicitation date.

OR

VIOLATIONS OF WAGE LAWS. This firm 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 procurement solicitation date.

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 authorized to make these certifications on behalf of the firm listed herein.

FIRM NAME: _____
 Name of Contractor/Bidder – Print full legal entity name of firm

By: _____
 Signature of authorized person

 Print Name of person making certifications for firm

Title: _____
 Title of person signing certificate

Place: _____
 Print city and state where signed

Date: _____

A responsible bidder must submit this completed form with proposal, and not be in violation of State of Washington wage laws. The Purchasing Office will only consider solicitations that meet the responsible bidder criteria.

Diverse Business Certification

Name of Business

Address of Business

City State Zip

Name of Owner Phone Number

Please check each category that your business qualifies for:

<input type="checkbox"/>	<p>The business is a Small Business as defined per RCW 39.26.010(22)(a)(i) or (ii) * or is certified by Office of Minority and Women’s Business Enterprises. https://omwbe.wa.gov/certification/certification-eligibility</p> <p>"Small business" means an in-state business, including a sole proprietorship, corporation, partnership, or other legal entity, that:</p> <p>(a) Certifies, under penalty of perjury, that it is owned and operated independently from all other businesses and has either:</p> <p style="padding-left: 20px;">(i) Fifty or fewer employees; or</p> <p style="padding-left: 20px;">(ii) A gross revenue of less than seven million dollars annually as reported on its federal income tax return, or its return filed with the department of revenue over the previous three consecutive years or</p> <p>(b) Is certified with the Office of Women and Minority Business Enterprises under chapter 39.19 RCW.</p> <p>Certification Number:</p>
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<input type="checkbox"/>	<p>The business is a Veteran Owned Business per RCW 43.60A.200 and certified by the Washington State Department of Veteran's Affairs.</p> <p>https://dva.wa.gov/veterans-service-members-and-their-families/veteran-owned-businesses</p> <p>Certification Number:</p>
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	<p>The business is certified by OMWBE (Office of Minority and Women’s Business Enterprises)</p> <p>https://omwbe.wa.gov/certification/certification-eligibility</p> <p>If this option applies, please indicate which type of certification, and provide certification number.</p>
--	--

<input type="checkbox"/>	<p>The business meets the criteria for a (MBE) minority business enterprise.</p> <p>Certification Number:</p>
--------------------------	--

<input type="checkbox"/>	<p>The business meets the criteria for a (WBE) women’s business enterprise.</p> <p>Certification Number:</p>
--------------------------	---

<input type="checkbox"/>	<p>The business meets the criteria for a (MWBE) minority women’s business enterprise.</p> <p>Certification Number:</p>
--------------------------	---

<input type="checkbox"/>	<p>The business meets the criteria for a (CBE) combination business enterprise.</p> <p>Certification Number:</p>
--------------------------	---

<input type="checkbox"/>	<p>The business meets the criteria for a (SEDBE) Socially and Economically Disadvantaged Business Enterprise.</p> <p>Certification Number:</p>
--------------------------	---

<input type="checkbox"/>	<p>The business does <u>not</u> meet any of the previously listed criteria.</p>
--------------------------	--

* I hereby declare and certify, under penalty of perjury under the laws of the State of Washington, that the certification herein is true and correct and that I am authorized to make these declarations and certifications on behalf of the firm listed herein.

Signature

Date