

# BELLINGHAM TECHNICAL COLLEGE SERVICES CONTRACT

## CONTRACT

**No. 202406MAR04**

**COMPETITIVE SOLICITATION No. BTC-2024-RFP-001  
OFFSET AND DIGITAL PRINTING SERVICES**

THIS CONTRACT is made and entered into by and between BELLINGHAM TECHNICAL COLLEGE, an agency of the State of Washington, hereinafter referred to as "COLLEGE", and the below named individual, hereinafter referred to as the "CONTRACTOR", for the express purposes set forth in the following provisions of this Contract.

## CONTRACTOR

Lithtex NW  
2000 Kentucky Street  
Bellingham, WA 98229  
360.676.1977  
[scottw@lithtex.com](mailto:scottw@lithtex.com)

NOW THEREFORE, COLLEGE and CONTRACTOR mutually agree as follows:

## PURPOSE

The purpose of this contract is to identify preferred vendors for offset and digital printing services as identified in the competitive solicitation identified above.

## SCOPE OF WORK

The CONTRACTOR will provide the following services for the COLLEGE:

Offset and digital print services to include: trifold brochures, multi-page booklets and brochures, postcards, and other types of print jobs.

## PERIOD OF PERFORMANCE

The period of performance under this contract will be from July 1, 2024 through June 30, 2027, unless terminated as provided herein. The period of performance may be extended if mutually agreed upon in writing for up to TWO (2) additional one-year terms. This Contract will not automatically renew.

The effective date of this contract shall be the date that it is signed by the COLLEGE. The expiration date shall be the date that the work is completed. Under no circumstances shall the CONTRACTOR perform work or incur costs prior to the full execution of this contract or after the expiration date, and the College shall not be liable for any charges for work done or costs incurred in violation of this provision.

**RIGHTS AND OBLIGATIONS**

All rights and obligations of the parties to this contract shall be subject to and governed by Washington law, the Special Terms and Conditions contained in this Contract and the General Terms and Conditions attached hereto as Exhibit A.

**COMPENSATION AND PAYMENT**

Total billable compensation payable to CONTRACTOR for satisfactory performance of all project work from all preferred vendors under the period of performance shall not exceed \$99,000.

CONTRACTOR shall submit an invoice to COLLEGE for reimbursement within thirty (30) days of the end of the work being invoiced for. Advance payment cannot be made (See Exhibit A).

CONTRACTOR shall be paid within thirty (30) days after the COLLEGE’S receipt of the invoice; provided, however, that CONTRACTOR shall not be entitled to payment for an invoice if the services billed have not been satisfactorily performed.

**CONTRACT MANAGEMENT**

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this contract.

| CONTRACTOR Contract Manager Information                                                                                                                           | COLLEGE Contract Manager Information                                                                                                                                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Scott Wheeler<br>Vice President<br>2000 Kentucky Street<br>Bellingham, WA 98229<br>360.676.1977<br><a href="mailto:scottw@lithtexnw.com">scottw@lithtexnw.com</a> | Zoe Fraley<br>Director of Marketing and Communications<br>3028 Lindbergh Ave<br>Bellingham, WA 98225<br>360-752-8325<br><a href="mailto:zfraley@btc.edu">zfraley@btc.edu</a> |

**NOTICE** -- Except as set forth elsewhere in the Contract and for service of process, for all purposes under this Contract, notice shall be given at the addresses listed above. Notice may be given by personal delivery or by depositing in the U.S. Mail, first class, postage prepaid.

**ASSURANCES**

The COLLEGE and the CONTRACTOR agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state, and local laws, rules, and regulations.

**ORDER OF PRECEDENCE**

In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state of Washington statutes and regulations
2. Special terms and conditions as contained in this Contract
3. [Bellingham Technical College Standard Terms and Conditions.pdf \(btc.edu\)](#)
4. Any other provision, term, or material incorporated herein by reference or otherwise incorporated.

## SEVERABILITY

If any term or condition of this Contract or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of the Contract which can be given effect without the invalid term, condition, or application. The terms and conditions of this Contract are hereby severable.

## APPROVAL

This Contract shall be subject to the written approval of the COLLEGE'S authorized representative and shall not be binding until so approved. The Contract may be altered, amended, or waived only by a written amendment executed by both parties.

THIS CONTRACT, consisting of 3 pages and the documents from BTC-2024-RFP-001 is executed by the persons signing below who warrant that they have the authority to execute the Contract.

### CONTRACTOR

Name Scott Hester Date 5/6/24  
Title V.P. Hester

UBI # 604-204-448

### BELLINGHAM TECHNICAL COLLEGE

DocuSigned by:

Chad Stiteler 6/10/2024  
DD0057A1E56F4FB...  
Chad Stiteler Date  
Vice President, Administrative Services

### Approved as to form:

Signature on File 1/19/2022  
Julie Nicoll, Assistant Attorney General Date

LITATEX NORTHWEST

BTC-2024-RFP-001