

**ATTACHMENT G  
SAMPLE CONTRACT**

**PURCHASING AGREEMENT FOR DAIRY PRODUCTS**

This Agreement is made as of the \_\_\_\_\_ day of August, 2019, between Northshore School District (NSD) and \_\_\_\_\_(Contractor), who agree as follows:

- 1. Term of Agreement:** The term of this Agreement is from August 26, 2019 through August 31, 2020.
- 2. Services:** Contractor was selected as a result of an Invitation for Bid (IFB) process to provide Dairy Products and delivery services. Contractor will provide services as indicated in the summary of work in the attached IFB document and Contractor's bid, the terms of which are incorporated herein by reference.
- 3. Fees:** NSD shall pay Contractor at the rates specified in Contractor's bid accounting for any escalation or de-escalation, provided Contractor is not in default in the performance of any of its duties or obligations. The Contractor shall invoice NSD on a monthly basis for all work completed as of the date of invoice. Invoices shall be paid in full by NSD during its next billing cycle after NSD's approval of the invoice for Work performed.
- 4. Right to Use Information and Documents:** NSD shall own any final documents, electronic files, or other work performed or prepared by Contractor under this Agreement in connection with the Work or for subsequent projects, regardless of whether Contractor is a consultant or otherwise participating in such subsequent projects. Contractor shall not be held liable for reuse of documents or modifications thereof, including documents on electronic media, by NSD or its representative for any purpose other than the original intent of this Agreement.
- 5. Compliance with laws:** Contractor shall, at its sole expense, comply with all applicable laws and governmental rules, regulations or requirements, which may now or hereafter be in force, relating to its activities under this Agreement. NSD is an equal opportunity employer. The Contractor understands and agrees that its own compliance with applicable federal and state nondiscrimination laws is a condition precedent to its rights under this agreement and that violation of said laws may result in cancellation of this agreement.\*

In compliance with the requirements of Title 28A RCW: The Contractor or any of its subcontractors, shall not utilize any employee at the District site or allow any contact between school children and any employee when an employee has plead guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under 9A.64.030 RCW, or violation of similar laws of another jurisdiction. Any failure to comply with this section shall be grounds for the school districts immediate termination of this agreement.

Contractor's employees who have regular access to school buildings shall have multi-state background checks that include seven years of history and demonstrate no convictions for the crimes listed in RCW 28A-400-322. This background check must be completed once every two years. Copies of background checks shall be submitted to NSD prior to individuals beginning work.

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

**6. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters:** Contractor certifies that, to the best of their knowledge/belief that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for the award of contracts by any Federal governmental agency or department.

“Principals”, for the purpose of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of subsidiary, division, or business segment, and similar positions).

Contractor shall provide immediate written notice to NSD if at any time during the term of this Agreement, including any renewals hereof, such certification was erroneous when made or has become erroneous by reason of changed circumstances.

Should the prospective lower tier participant enter into a covered transaction with another person at the next lower tier, the prospective lower tier participant agrees by signing this agreement that it will verify that the person with whom it intends to do business is not excluded or disqualified. The prospective lower tier participant will do this by:

- (a) Checking the Federal Excluded Parties List System (EPLS); or
- (b) Collecting a certification from that person if allowed by this rule; or
- (d) Adding a clause or condition to the covered transaction with that person.

Based on such notification, or if NSD should determine at any time that this certification is false, NSD reserves the right to review the status of the organization and if necessary, terminate this Agreement.

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in FAR 52.203 - 11 and 52.203 - 12 and 31 U.S.C. 1352, the “Byrd Anti - Lobbying Amendment.”

(a) FAR 52.203 - 12, “Limitation on Payments to Influence Certain Federal Transactions” is hereby incorporated by reference into this certification

(b) The Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Contractor shall complete and submit the OMB standard form LLL, Disclosure of Lobbying Activities, to NSD; and
- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

(c) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**7. Relationship of parties:** This Agreement does not create any relationship with NSD of employer and employee, master and servant, principal and agent, or landlord and tenant. Contractor has no power or authority to make any statement or representation or to incur any debt, litigation or liability of any kind in the name of NSD, for it, or on its account. Contractor and persons engaged by the Contractor agree that they are not volunteers or employees of NSD in any capacity. Contractor is responsible for all applicable taxes including, but not limited to, Social Security and Federal Withholding.

**8. Standard of Care:** Contractor is an independent contractor and the Work performed, findings obtained, and recommendations prepared by Contractor shall be in accordance with generally and currently accepted professional practices and standards governing

recognized firms in the area engaged in similar Work, who are familiar with the Work and exercising the skill, diligence, and care required of Contractor by this Agreement.

9. **Governing Laws:** This Agreement shall be governed and construed in accordance with the laws of the State of Washington.

10. **Assignment:** Neither Contractor or NSD shall assign any right or delegate any duty under this Agreement without the prior written consent of the other. Contractor may subcontract portions of the Work to other contractors only with the prior written approval of NSD, following review and approval of an agreement regarding compensation related to such Work as set forth in this Agreement.

11. **Entire Agreement, Precedence, and Acceptance Modifications:** The terms and conditions set forth herein constitute the entire understanding of the parties relating to the provision of the Work by Contractor to NSD. All previous proposals, offers, and other communications relative to the provisions of these services by Contractor, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated by reference herein. In the event of conflict, this Agreement, as amended, shall govern. This Agreement may be modified only by a written agreement or written change order executed in writing by both parties, provided a modification of the Work by NSD pursuant to the express terms of this Agreement shall not require a separate written amendment or change order.

12. **Disputes, Attorney Fees:** Any dispute regarding this Agreement shall be attempted to be resolved first by exchange of documents by senior management of the parties, who may be assisted by counsel. The parties may, as part of the informal dispute resolution process, either negotiate directly or, if mutually agreed, engage the services of a mutually acceptable mediator to assist in the settlement process. The cost of the mediator shall be shared equally by the parties. Any thereafter unresolved disputes shall be litigated in the King County Superior Court, Seattle, Washington. In any litigation, the Prevailing Party shall be entitled to receive, as part of any award or judgment, its reasonable attorneys' and experts' fees and costs incurred in handling the dispute, whether incurred prior to or after the filing of litigation.

13. **Waiver of Terms and Conditions:** The failure of Contractor or NSD in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in the Agreement or the waiver of Contractor or NSD of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

14. **Notices:** Any notices required hereunder may be sent orally confirmed US Mail, courier service (e.g. FedEx), orally confirmed telecopy (fax), or orally confirmed email to the addresses set forth below.

15. **Severability and Survival:** Each provision of this Agreement is severable from the others. Should any provision of this Agreement be found invalid or unenforceable, such provision shall be ineffective only to the extent required by law, without invalidating the remainder of such provision or the remainder of this Agreement.

Further, to the extent permitted by law, any provision found invalid or unenforceable shall be deemed automatically redrawn to the extent necessary to render it valid and enforceable consistent with the parties' intent. The terms and conditions set forth herein shall survive the termination of this Agreement.

16. **Indemnification:** The Contractor shall defend, indemnify, and hold NSD, its officers, agents, employees, and volunteers harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injury or damages arising out of the performance of the Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omission of the Contractor, its officers, agents, employees or volunteers.

NSD shall defend, indemnify, and hold the Contractor, its officers, agents, employees, and volunteers harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injury or damages arising out of the performance of the Agreement but only in proportion to and to the extent such liability, loss, expenses, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omission of NSD, its officers, agents, employees or volunteers.

17. **Insurance:** If indicated below, Contractor shall, at its sole expense, purchase and maintain the insurance so indicated; and a certificate of insurance shall be provided to NSD if requested. Such insurance shall not be canceled or reduced until 30 days prior written notice has been given to NSD.

- Commercial General Liability with a limit of \$1,000,000 per occurrence bodily injury, personal injury and property damage combined, including premises and operations liability, contractual liability, personal injury liability.
- Automobile Liability with a limit of \$1,000,000 per occurrence
- Workers Compensation (L&I) or confirm that contractor lawfully waives coverage under workers compensation and unemployment compensation laws.
- Additional Insured: NSD and its officials and employees shall be included as additional insureds in all insurance.

18. **Termination:** This Agreement may be terminated by either party by giving 30 days written notice to the other party; except NSD has the right to immediately terminate this Agreement if the Contractor fails to comply with any of the contract terms. In the event of termination, neither party shall have any rights against the other except to the extent of those accrued prior to the termination date.

Northshore School District is committed to fulfilling its mission of strengthening our community through excellence in education. We believe that our employees, those hired through contractual services, and our volunteers should reflect and celebrate the diversity of the community that we serve. The District is dedicated to fostering culturally inclusive environments, and to that end, all presentations and content shared with our students, staff, and community will be consistent with this belief and will not be contradictory to District Policy.

NSD and Contractor agree to the foregoing and have caused this Agreement to be executed by their duly authorized representatives as of the date set forth above.

**NORTHSHORE SCHOOL DISTRICT  
ADMINISTRATOR**

**CONTRACTOR:** \_\_\_\_\_

\_\_\_\_\_  
BY: Michelle Reid, Ed.D., Superintendent

SIGNED: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
UBI NUMBER: \_\_\_\_\_

FED ID NUMBER: \_\_\_\_\_

\*The Northshore School District assures that its agency will comply with all state and federal guidelines and/or regulations. Therefore, all applicants seeking employment opportunities and all contracts for goods and services will be considered and will not be discriminated against on the basis of race, color, national origin, gender, or disability. This is in accordance with Title VI of the 1964 Civil Rights Act; Section 504 of the Rehabilitation Act 1973, as amended; Americans with Disabilities Act, July 26, 1990, P.L. 101-336; and Title IX/Chapter 28A.640 RCW of the Education Amendments of 1972, as amended.