



**LONGVIEW PUBLIC SCHOOLS
REQUEST FOR PROPOSAL
(RFP)**

Project Title: Elementary ELA Instructional Materials Adoption (K - 5)

Proposal Due Date: October 15, 2021 5:00 PM

Expected Term of Contract: June 2022 through June 2030

Eligibility: This procurement is open to those organizations that satisfy the minimum qualifications stated herein and that are available and licensed for work in Washington State.

School District RFP Coordinator Contact Information:

Name: Ann Valanzuolo
Email: avalanzuolo@longview.k12.wa.us
Phone: 360-575-7980
Fax: 360-575-7022
Address: 2715 Lilac Street
Longview, WA 98632

This RFP is available on the Longview School District website located at <https://www.longviewschools.com/departments/business-services/bids-proposals> and at the District Office, located at the address above.

TABLE OF CONTENTS

I.	PURPOSE	3
II.	BACKGROUND	4
III.	ISSUING OFFICE	4
IV.	LENGTH OF CONTRACT	4
V.	PRICE GUARANTEE PERIOD	4
VI.	STANDARD CONTRACT TERMS AND CONDITIONS	5
VII.	DETAILED SCOPE OF WORK	5
VIII.	ANTICIPATED SOLICITATION TIMELINE	8
IX.	QUESTIONS	8
X.	PROPOSAL REPOSENSE FORMAT	8
XI.	SUBMITTING YOUR PROPOSAL	9
XII.	PROPOSAL EVALUATION CRITERIA	9
XIII.	DISCUSSIONS WITH RESPONDENTS	9
XIV.	AWARD OF CONTRACT	9
XV.	COST PROPOSAL FORM	9

APPENDIX

EXHIBIT A: SAMPLE CONTRACT

EXHIBIT B: SUSPENSION AND DEBARMENT FORM

LONGVIEW PUBLIC SCHOOLS

REQUEST FOR PROPOSAL

(RFP)

I. PURPOSE OF REQUEST FOR PROPOSAL (RFP)

Longview Public School District (LPS) in Longview, Washington, is seeking to adopt a comprehensive elementary English Language Arts (ELA) curriculum for grades K-5 for our elementary schools. The goal in this adoption cycle is to provide up-to-date, scientifically research-based, relevant, and appropriate materials that will effectively support teaching and learning practices in our K-5 classrooms and offer teachers and all students greater access to relevant digital resources/tools.

Moreover, through the curriculum adoption process, LPS aims to advance the district goal of increasing student achievement by improving access to (a) meaningful content, (b) increasing awareness of sound instructional practices, (c) providing technological assets that promote creativity, connections, and innovation, and (d) engaging students in rigorous activities/assessments.

The purpose of the RFP is to solicit complete proposals in accordance to the Proposal Response Format listed in the RFP, from agencies with expertise in providing high-quality, standards-aligned primary curricular resources public-school districts. The selection and implementation of a primary curriculum is a complex process as it will serve a broad range of stakeholders. Therefore, experience with successful management of similar projects is integral to this project's success.

This RFP is designed to provide interested parties with sufficient basic information to submit proposals meeting minimum requirements but is not intended to limit a proposal's content or exclude any relevant or essential information. Respondents are at liberty and are encouraged to expand upon the specifications as to provide further evidence of service capability under any proposed agreement. Bids will be evaluated, and each requirement will be scored. Emphasis will be placed on alignment to the Washington State ELA Standards, research/evidence base for instructional strategies/resources, quality of supporting texts, support for improved literacy practices, complimentary digital resources, data privacy, set-up costs, initial training, and ongoing support.

The Longview Public School District reserves the right to reject all proposals or waive any non-statutory informality. LPS further reserves the right to make the contract award deemed by the Longview Public Schools Board of Directors to be in the best interest of the district regardless of the selection committee's evaluation and scoring. The Board's decision to accept or reject the contract will be final. Upon completion of the curriculum adoption process and selection, LPS will assume ownership of all materials provided as part of the proposal.

The Elementary ELA Curriculum Adoption Committee is composed of highly qualified

teachers, district content specialists, and school administrators. To ensure diverse, representational evaluations, the Committee is made up of members from various schools, grade-levels, and backgrounds. Each member will personally review in grade level groups all materials submitted for approval, using an evaluation tool. The committee will then review all evaluations and submit the final recommendation to the Instructional Materials Committee. This multi-level evaluation process, involving numerous people, guarantees to each publisher equity and fairness in the bidding, evaluation, and selection process.

Respondents are strongly encouraged to carefully read the entire request for proposals. It is anticipated that this RFP may result in a contract award to a single contractor.

This RFP is designed to provide interested respondents with sufficient basic information to submit proposals meeting minimum requirements but is not intended to limit a proposal's content or exclude any relevant or essential data. Respondents are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement.

LPS will not be liable for any costs proposers may incur in the preparation or presentation of this proposal.

II. BACKGROUND

The Longview Public School District has a K– 5th grade student enrollment of approximately 3,100. The LPS currently operates eight (8) elementary schools. The Longview Public School District offices are located at 2715 Lilac Street, Longview, WA 98632.

III. ISSUING OFFICE AND RFP REFERENCE NUMBER

The District's Curriculum & Instruction Department is the issuing office for this document and all subsequent addenda relating to it, on behalf of the Longview Curriculum & Instruction Department.

IV. LENGTH OF CONTRACT

The Contract resulting from this RFP will be for a period of 8 years.

V. PRICE GUARANTEE PERIOD

All pricing must be guaranteed for entire term of the contract. Following the guarantee period, any request for price adjustment must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the Executive Director of Business Services. LPS will be given the immediate benefit of any decrease in the market, or allowable discount.

VI. STANDARD CONTRACT TERMS AND CONDITIONS

Any contract resulting from this RFP will include but not be limited to the District's Standard Terms and Conditions and the FERPA Student Level Data Protection Standard Terms and Conditions.

The District retains the right to refuse to negotiate on exceptions should the exceptions be excessive, not in the best interest of the District, negotiations could result in excessive costs to the District, or could adversely impact existing time constraints.

If negotiations are required, contractor must provide all documents in MS Word format for redline editing. Contractor must provide the name, contact information, and access to the person(s) that will be directly involved in legal negotiations.

The successful bidder will enter into a contract immediately after being awarded the bid. A sample of the contract the bidder is expected to enter into is attached to this document as Exhibit A. The bidder must also complete a certification regarding debarment, suspension, proposed debarment and other responsibility matters. A sample of this form is provided as Exhibit B.

VII. DETAILED SCOPE OF WORK

The desired outcome for this adoption cycle is to provide up-to-date, scientific research-based, relevant, and appropriate materials that will effectively support teaching and learning practices in our K-5 elementary ELA classrooms and will offer all teachers and students greater access to relevant digital resources/tools.

The following list of requirements, although extensive, is not exhaustive and is intended to provide interested parties with sufficient basic information to submit proposals meeting minimum requirements but is not intended to limit a proposal's content or exclude any relevant or essential information. Moreover, the Committee members will be expected to introduce their knowledge of LPS's learning communities' needs and classroom requirements as they evaluate the curricular resources in relation to the selection criteria.

Curricular/Design Requirements

1. Washington State ELA Learning Standards
 - a. Instructional materials in all formats, including print, digital and online materials, are aligned to the WA State Learning Standards for Elementary ELA.
 - b. Curriculum materials have a clear and documented research base by an outside evaluator.
2. Elementary ELA Content and Emphasis
 - a. For Grades K-2, materials include 45-60 minutes of daily instruction in all aspects of foundational reading, including a specific scope and sequence based on the science of reading for teaching phonemic awareness, phonics, and fluency.
 - b. Materials must include resources and assessments that measure foundational skills, based on science of reading principles.
 - c. Progression of standards across grade-levels are clearly identified.

- d. Text(s) address the key shifts of the WA State ELA Standards: Reading Text Closely, Text-Based Evidence, Writing from Sources, and Academic Vocabulary.
 - e. Materials include complex texts, both informational and literary, that are diverse in terms of perspective, topic, genre, and time period.
 - f. Include close reading passages and integrate challenging text-specific questions that support students' deep analysis through evidence-based writing and discussion.
 - g. Materials include equal measures of literary and informational texts.
 - h. Many informational texts integrate grade level science and social studies content and standards.
 - i. Include reading strategies to support comprehension and provide opportunities for students to build knowledge, insight, and central ideas through close reading of specific texts/
 - j. Provide opportunities for regular independent reading of texts that appeal to students' interests while developing both knowledge base and joy for reading.
 - k. Materials include specific anchor texts within a sequence or collection of texts.
 - l. Materials include a majority of tasks and questions that are text dependent and elicit sustained attention to the specifics of the text.
 - m. Materials explicitly teach narrative, informational, and opinion writing based on sources.
 - n. Materials provide frequent opportunities for students to write in response to text.
 - o. Materials support both process-writing and on-demand writing.
 - p. Materials provide significant instruction in grammar and language conventions.
3. Access for all Students
- a. Materials should be thoughtfully designed to support all students, including special populations (e.g., English language learners, accelerated learners, students with disabilities) in accessing and meeting the grade level standards.
 - b. Materials provide appropriate level and type of scaffolding, differentiation, intervention, and support for a broad range of learners.
 - c. Materials are visually balanced, age-appropriate, accessible, and engaging to students.
 - d. Materials include culturally relevant materials and culturally responsive teaching and instructional practices that are inclusive of a variety of cultures and ethnicities and are free from bias in the portrayal of ethnic groups, gender, age, cultures, religion, and people with disabilities.
 - e. Preferred that materials include student-facing materials in Spanish.
4. Pacing and Program Design
- a. Pacing guides outline reasonable timeframes for instruction and assessment.
 - b. Lesson design incorporates direct instruction, guided practice, differentiated grouping, and independent practice. There is an appropriate balance of conceptual and procedural practices with identified connections between the two.

5. Assessment

- a. Diagnostic/formative and summative assessments support teachers in differentiating instruction to meet the needs of individuals and groups of students.
- b. Assessments monitor student growth over time with prediction of performance on end-of-level assessments.
- c. Ability to customize, edit, share, and lock assessments at the district, school, and teacher levels.
- d. Assessment reports are accessible at the district, school, and teacher levels.

6. Digital Resources/Tools Requirements

- a. Robust and dynamic digital materials/tools engage students in meaningful learning experiences using innovative online content and visual representations to enhance or extend classroom instructional practices.
- b. Digital resources provide for scaffolding and differentiation.
- c. Digital tools regularly and systematically offer assessment opportunities that genuinely measure progress, as well as mastery of grade level standards.
- d. Use friendly access (e.g., Single Sign On) and navigation for all users. Digital platform is easy for teachers and students to use.
- e. All digital/electronic/online resources and tools meet all federal and state student data privacy requirements.
- f. Parent/home connection is designed to support student learning.

7. Training, Service, and Support

- a. Agency has knowledgeable and capable curriculum deployment/implementation specialists who will guide our district employees through the implementation process.
- b. Agency offers initial and ongoing training, with both on site and digital options.
- c. Agency will support possible piloting of materials, providing training and materials for pilot.
- d. Agency offers initial and ongoing on-site training, training of trainers, and refresher trainings, as necessary.
- e. Agency has knowledgeable client support staff who are available to personally provide immediate assistance.
- f. Access to digital and physical materials, for professional development and preparation, available for summer (June-August) teacher trainings.

8. Other

- a. Both teacher and student materials are logically organized and easy to use.
- b. Sample materials will be provided for evaluation purposes.
- c. If requested, a presentation of the materials will be provided for the adoption committee.
- d. If requested, piloting will be supported, with training and materials provided.

VIII. ANTICIPATED SOLICITATION TIMELINE

Release RFP	September 24, 2021
RFP Due	October 15, 2021 5:00 PM
Evaluation Period	October, 2021-May, 2022
Board of Education Approval	May, 2022

IX. QUESTIONS

All questions must be emailed to: Ann Valanzuolo at: avalanzuolo@longview.k12.wa.us

X. PROPOSAL RESPONSE FORMAT

Proposals must be submitted electronically. All proposals must include a technical proposal and cost proposal. Formats for both documents follow:

A. Technical Proposal Format

Section 1. **Executive Summary.** The one or two page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Protected information requests should be identified in this section.

Section 2. **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:

- a. A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations. Clearly indicate any options or alternatives proposed.
- b. A specific point-by-point response, in the order listed, to each requirement in the RFP.

Section 3. **Protected Information.** All protected information must be included in this section of proposal response. Do not incorporate protected information throughout the proposal. Rather, provide a reference in the proposal response directing reader to the specific area of this Protected Information section. To ensure the information is protected, you must include all protected information in Tab 3 of the proposal response. Any protected information incorporated in other sections of the proposal response may result in release of data at no fault of the District.

Materials may be evaluated by anyone designated by the District as part of the proposal evaluation committee. Materials will be returned upon request.

B. Cost Proposal Format

The proposal must be set forth in such a way that it will allow the merits of the proposal to be evaluated in conjunction with applicable cost.

XI. SUBMITTING YOUR PROPOSAL

Proposals must be submitted electronically and received by the posted due date and time. Proposals received after the deadline will be late and ineligible for consideration.

Proposals must be emailed to Ann Valanzuolo at: avalanzuolo@longview.k12.wa.us.

All submitted proposals will consist of a technical proposal and a cost proposal. A document titled “Technical Proposal” and a document titled “Cost Proposal” should be submitted as attachments to the proposal email.

Cost will be evaluated independent from the technical proposal, and as such, is to be submitted separate from the technical proposal. Failure to submit cost separately may result in your proposal being determined non-responsive. Inclusion of any cost or pricing data within the technical proposal may also result in your proposal being determined non- responsive.

NOTICE: By submitting a proposal in response to this RFP, respondent is acknowledging that the requirements, scope of work, and the evaluation process, outlined in the RFP are fair, equitable, not unduly restrictive, understood and agreed to. Any exceptions to the content of the RFP must be protested to the purchasing agent prior to the closing date and time for submission of the proposal.

XII. PROPOSAL EVALUATION CRITERIA

A committee will evaluate proposals against the criteria in section VII Curricular/Design Requirements. Each area of the evaluation criteria must be addressed in detail in the proposal. All proposals in response to this RFP will be evaluated in a manner consistent with the Washington Procurement Code, rules, policies and the evaluation criteria established in the RFP.

Understandability and comprehensiveness of information supplied in this RFP will affect the evaluation of the above criteria.

XIII. DISCUSSIONS WITH RESPONDENTS (ORAL PRESENTATION)

An oral presentation by a respondent to clarify a proposal may be required at the sole discretion of the District. However, the District may award a contract based on the initial proposals received without discussion with the respondent. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the respondent’s expense.

XIV. AWARD OF CONTRACT

Award shall be made to the respondent whose proposal is the most advantageous to the District taking into consideration price and the other evaluation factors set forth in this request for proposals.

XV. COST PROPOSAL FORM

LPS has approximately 3100 students and 150 teachers in grades K-5 per year. The student population in grades K-5 varies slightly each year. Student licenses need to be transferable between grades, to accommodate the fluctuations in student populations.

- a. Cost proposals should enumerate any costs the District can expect to be charged and specify the types of materials and services that would generate any additional charges; including ongoing costs, maintenance fees, technical support costs, professional development costs, and required minimums.
- b. Cost proposals should include longitudinal costs for an eight-year adoption of materials period.
- c. Respondents are welcome to submit alternative fee proposals for consideration

List costs for an eight (8) year adoption of the materials, including but not limited to:

- Student print materials and digital licenses
- Teacher print materials and digital licenses
- Classroom materials, if applicable
- Consumables
- Shipping and handling
- Professional development plan

List all materials included in package costs, as well as any discounts related to the number of student materials purchased.

EXHIBIT A - SERVICE AGREEMENT
between
LONGVIEW SCHOOL DISTRICT NO. 122
2715 Lilac Street, Longview WA 98632 (360) 575-7905

Herein after referred to as the District
And

Consultant/Business Name _____
(hereafter referred to as Consultant)

Address: _____

Telephone Number: _____ Fax # _____

In consideration of the promises and conditions contained herein, the District, and the Consultant agree as follows:

Purpose:

- A. The general objective(s) of this contract shall be as follows:

- B. In order to accomplish the general objective(s) of this agreement, Consultant shall perform the following specific duties:

- C. The time schedule for completion of Consultant duties shall be as follows:

Term of Agreement:

This Agreement shall be effective from _____ to _____, PROVIDED that in no case shall the Agreement become effective prior to the date upon which the signatures of all parties have been subscribed hereto.

District Responsibilities:

In consideration of Consultant's satisfactory performance of the duties set forth herein, the District shall compensate Consultant as follows: Please include the section which applies to this agreement. (Please delete sections which do not apply)

- 1) Longview School District agrees to compensate Consultant with total compensation to build on an hourly rate of \$ _____ **per hour**, not to exceed \$ _____ for the contract period.
- 2) Longview School District agrees to compensate Consultant with total compensation, not to exceed \$ _____ for the contract period.
- 3) Longview School district agrees to reimburse Consultant for reasonable travel expenses, provided the expenses are properly documented with itemized receipts and allowable under Procedure No. 6213P Travel Expenses, which may be viewed on the District website.

Payment shall be made monthly upon Consultant's compliance with the terms and conditions of this agreement and presentation of a written invoice specifying the hours or work completed.

Invoices may be emailed to: lvap@longview.k12.wa.us

Or mailed to: Accounts Payable
2715 Lilac St
Longview, WA 98632

Consultant Requirements:

The Consultant shall be responsible for maintaining any and all licenses, permits, or other requirements for doing business or providing services under this Agreement. Consultant agrees to comply with all applicable laws, orders, rules, regulations, and ordinances.

To the extent the Consultant performs services at a public school and has contact with children at such school, Consultant shall prohibit from providing such services those persons who have pled guilty to or have 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 9.68A RCW, sexual offenses under Chapter 9A.44 RCA 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 RCW 9A.64.030, or violation of similar laws of another jurisdiction. Any violation of this paragraph shall be grounds for the District to immediately terminate this Agreement (See RCW 28A.400.330).

The District has the right to obtain a current fingerprint-based criminal background check through the Local, State or Federal Agency.

See <http://www.k12.wa.us/ProfPractices/fingerprint/Fees.aspx>

Insurance Provisions:

Consultant shall for the entire period of this Agreement carry the appropriate insurance as indicated below. Claims made policies must carry at least a 3 year extended reporting period. Consultant shall name the District as an Additional Insured under the Commercial General Liability and Excess Liability policies for both ongoing and products & completed operations. A Certificate of Insurance shall be submitted to the District prior to commencement of the Agreement and/or prior to the beginning of the school year. Coverage shall be placed with an insurance carrier licensed to do business in the State of Washington. Carrier shall have an A.M. Best rating of not less than A-. Coverage shall be primary and non-contributory and shall contain a waiver of subrogation clause. Consultant shall purchase and maintain according to the Washington State law workers compensation (industrial insurance), disability benefits and other similar employee benefits acts in the State’s statutory amount. Consultant further understands and agrees waives, with respect to the District only, its immunity under RCW Title 51, Industrial Insurance.

Category A & B Contractors:

Commercial General Liability of not less than \$1,000,000 per occurrence with not less than \$2,000,000 Annual Aggregate. Please initial selected category of insurance coverage.

Category A Contractors must also carry the following coverage: Initial _____

Commercial Auto liability including Hired and Non Owned Auto liability of not less than \$1,000,000.

Umbrella or Excess Liability of not less than \$1,000,000.

Professional Liability of not less than \$1,000,000 per claim with a \$3,000,000 Annual Aggregate is required if Consultant provides a service directly to students that takes a specialty license or degree i.e.; occupational therapist, hearing/speech specialist, counseling, nursing duties etc.

Category B Contractors must also carry the following coverage: Initial _____

Professional Liability of not less than \$1,000,000 per claim with a \$3,000,000 per policy limit.

Agrees to carry personal auto liability coverage that meets the Washington State minimum requirements.

Category C Contractors must carry the following coverage: **Initial** _____

Agrees to carry personal auto liability coverage that meets the Washington State minimum requirements.

Understands that there is no insurance coverage provided by the district to the consultant.

Category A	Category B	Category C
Commercial Vendors/Contractors providing services of any kind.	Sole Proprietor providing services directly to students and those services require a special license.	Sole Proprietor providing staff development or consulting (non- student services) or other non- student service providers.

Indemnification:

Any and all claims which hereafter arise on the part of any and all persons as a direct or indirect result of the Consultant’s or his/her employee’s performance or failure to perform duties pursuant to this Agreement shall be the Consultant’s sole obligation and the Consultant shall defend indemnify and hold harmless the District and Its employees from and against any and all claims, losses, damages, liabilities, costs and attorney’s fees, arising out of or in any way connected with the Consultants performance or failure to perform to perform under this Agreement.

Prohibition Against Assignment:

Neither this Agreement nor any interest therein may be assigned by either party without first obtaining the written consent of the other party.

Termination:

This Agreement may be terminated by the District or any designee thereof, anytime, with or without reason, upon written notification thereof to the Consultant as of midnight of the second day following the date of its posting in the United States mail, addressed as first noted herein, in the absence of proof of actual delivery to and receipt by Consultant by mail or other means at an earlier date and/or time.

Applicable Law:

This Agreement shall be governed by the laws of the State of Washington and the venue shall be in Cowlitz County, Washington.

Conflict of Interest:

Neither the Consultant nor any employee or agent of the Consultant shall participate in the performance of any duty in whole or in part pursuant to this Agreement to the extent participation prohibited by RCW 42.34 Code of Ethics.

Whole Agreement:

This Agreement is the complete and exclusive statement of the Agreement between the parties relevant to the purpose described above and supersedes all prior agreements, or proposals, oral or written, and all other communication between the parties related to the subject matter of this agreement. No modification of this Agreement will be binding on either party, except as a written addendum signed by both parties.

Nondiscrimination Clause:

The Longview School District is an Equal Opportunity district in education programs, activities, services, and employment. Longview School District does not discriminate on the basis of race, creed, color, religion, sex, national origin, marital status, sexual orientation, including gender expression or identity, age, families with children, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal. We provide equal access to the Boy Scouts of America and other designated youth groups. We also comply with Section 504 of the Rehabilitation Act of 1973, Section 402 of the Vietnam Era Veterans Readjustment Act of 1974, the Americans with Disabilities Act of 1990, the Civil Rights Act of 1964, the Age Discrimination in Employment Act, Older Worker Protection Act, and all other state, federal, and local equal opportunity laws. If you have a physical or mental disability that causes you to need assistance to access school facilities, programs, or services, please notify the school principal. This district endeavors to maintain an atmosphere free from discrimination and harassment. Any person who believes he or she has been discriminated against should contact the appropriate administrator or the following district designee:

Title IX Coordinator and Civil Rights Compliance Coordinator

Tony VanderMaas, Assistant Superintendent
(360) 575-7200
tvandermaas@longview.k12.wa.us

Severability:

Each clause of the Agreement stands independent of all other clauses. If any clause of this Agreement or the application thereof to any persons or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications, which can be given effect without the invalid term, condition, or application. Should any clause be adjudged invalid, that judgment shall not invalidate the total agreement; only clauses judged invalid shall not be enforced.

Suspended and Debarred Parties:

The Consultant is not a suspended or debarred party and is not listed on the System for Award Management (SAM) at www.sam.gov. The Consultant will notify the school district immediately if they become a suspended or debarred party or are listed on the Excluded Parties List System.

Tax Withholding:

Consultant shall assume full responsibility for the payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security, and income tax laws and agrees to indemnify and hold harmless the District, its officers, agents, and employees, from any and all amounts due for such taxes, including penalties and interest for failure to file reporting forms or pay such tax.

By signing below the Consultant and the District hereby agree to all the provision of this Agreement:

Longview School District No. 122

Consultant

By: _____

By: _____

(Signature)

(Signature)

Printed: _____

Printed: _____

Title: _____

Title: _____

Superintendent or Designee

Date: _____

Date: _____



EXHIBIT B – LONGVIEW SCHOOL DISTRICT NO. 122

Certification Regarding Debarment, Suspension, Proposed Debarment and Other Responsibility Matters

_____ certifies that to the best of their knowledge/belief that neither _____ as an individual and/or the company and 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 purposes 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).

_____ shall provide immediate written notice to Longview School District if at any time during the term of this Agreement, including any renewals hereof, if such certification was erroneous when made or has become erroneous by reason of changed circumstances. Based on such notification, or if Longview School District should determine at any time that this certification is false, Longview School District reserves the right to review the status of the organization and if necessary, terminate this agreement.

Should individual/company enter into a covered transaction with another person at the next lower tier, we agree by signing this agreement that we will verify that the person with whom we intend to do business is not excluded or disqualified. We 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
- C. Adding a clause or condition to the covered transaction with that person.

We agree by signing this agreement that we shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and /or debarment.

Authorized Signature

Date

Printed Name