



**NORTHSHORE SCHOOL DISTRICT No. 417
3330 Monte Villa Parkway Bothell, Washington 98021**

REQUEST FOR PROPOSALS

CONCESSION STAND OPERATIONS - POP KEENEY STADIUM RFP# 2022-6-23

**for
Northshore School District
3330 Monte Villa Parkway
Bothell, WA 98021**

Bid Opening: June 23, 2022 at 3:00 P.M.

REQUEST FOR PROPOSALS

CONCESSION STAND OPERATIONS - POP KEENEY STADIUM RFP# 2022-6-23

DUE JUNE 23, 2022 at 3:00 PM

Notice is hereby given that sealed proposals will be received by the Northshore School District No. 417, Bothell, WA, hereinafter referred to as District, from qualified Bidders to provide Concession Stand Operations at Pop Keeney Stadium, effective the start of 2022-2023 sports calendar. The District is requesting a Contractor to manage, operate, and provide concessions for sporting events held at the Stadium to provide refreshment(s) and non-alcoholic beverages to the public, attending sporting events.

Estimated annual gross sales: \$50,000 - \$75,000

Each proposal shall be in accordance with the Request for Proposals Document. The Northshore School District reserves the right to reject any or all proposals, and to waive any informalities or irregularities in the RFP process. The Request for Proposals document(s) is available at <http://www.nsd.org/business> and WEBS <https://pr-webs-vendor.des.wa.gov> . Small Businesses and Minority and Women- Owned Businesses are encouraged to apply.

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INFORMATION AND GENERAL INSTRUCTIONS

I. INTRODUCTION

A. PROJECT BACKGROUND

Located in downtown Bothell (9809 NE 188th Street, Bothell, WA 98011), Pop Keeney Stadium complex includes a lighted turf football/soccer stadium. In addition to hosting state football playoffs games, Pop Keeney has also hosted state soccer playoffs for both boys and girls.

- Full capacity with standing room: 5,309
- Standing room only sections can increase total capacity for athletic events
- On-site Parking: 501 spots
- Gates open two hours prior to game time

The Community and General Public desire to have a resource to obtain food/beverage refreshment while attending sporting events at Pop Keeney. It is the District's desire to find a non-District resource to provide concessions and operate and manage the concessions for District approved events and per sport schedules. Please see Exhibit A for an example of previous Sports Schedules for football and soccer. 2022-2023 schedules will not be available until August 2022.

District Associated Student Body (ASB) groups have depended on receiving a percentage of Concession sales to help fund legitimate activities of the ASB to include those that are Cultural, Athletic, Recreational, or Social in nature. ASB funds are designated as public funds of the school district per State law, therefore, the District must control and account for student body money within the legal parameters governing public funds.

B. OBJECTIVE

The District desires to contract with a responsive, responsible bidder, that has all the appropriate food handling permits and licensing, that best fits the needs of the District to operate, manage, and provide food/beverage refreshments at Pop Keeney Stadium complex during District approved athletic and potential other events. Monthly commission checks based on gross sales are expected to be issued to each school for hosting a home game.

II. INSTRUCTIONS TO BIDDERS

A. GENERAL INSTRUCTIONS TO BIDDERS:

Northshore School District ("District") is requesting proposals (RFP) from qualified companies ("Bidders") to operate, manage, and provide refreshments to the public during Northshore sanctioned sporting events held at Pop Keeney Stadium.

Bidder shall submit one (1) clearly marked original RFP, and one (1) electronic copy of the proposal in PDF format on a flash drive. Proposals are to be submitted in a sealed envelope or box addressed to:

Joy Kuhlmann, Contracts and Procurement Manager
Northshore School District
3330 Monte Villa Parkway
Bothell, WA 98021

The envelope/box shall contain the following information on its face:

- Name of the Bidder, Bidder’s address, and the title “Concession Stand Operations – Pop Keeney RFP# 22-6-23.

It is the sole responsibility of the Bidder to see that its proposal is received at the designated location by the designated time. Late bids will not be opened. Proposals shall be hand-delivered or sent via certified mail to ensure that they are received by the due date and time. Electronically transmitted or faxed proposals will not be accepted.

B. AWARD

District intends to award a contract to the responsive and responsible Bidder whose proposal offers the best overall value to the District. Additional information about scoring of proposals can be found in Section VI. Distribution of this RFP or receipt of any proposal shall not constitute a commitment by the District to any Bidders. If it is determined that the submitted proposals are not economically beneficial to the District or for other business reasons, the District may, at its sole discretion, reject all proposals or waive informalities in the request for proposal process.

C. TERM

The initial term of this contract will run for three (3) consecutive years, from August 1, 2022 through July 30, 2025 and will include an option to extend annually for up to two (2) additional years. The successful Bidder must certify that all of the services proposed are readily available and that District will not incur costs in excess of the proposed rates for the duration of the contract period and any optional extension terms.

D. TIMELINE

The following is a draft schedule of procurement activities related to this RFP:

Date	Activity
5/18/2022	Date of First Advertisement
5/25/2022	Date of Second Advertisement
5/18– 6/15/2022	Mandatory facility walk-through at Pop Keeney Stadium – to be Scheduled with Facility Manager
6/15/2022	Last Day to Submit Questions or Requests for Clarifications
6/16/2022	Publish addenda as necessary
6/23/2022 at 3:00PM	Proposal Due Date, Public Bid Opening at District Administrative Office at 3:00 PM
6/23-24/2022	Bidders Notified of Interview Selections (if needed)
6/27 – 28/2022	Interviews (if needed)
6/30/2022	Notice of Intent to Award (All Bidders Notified), Board Agenda item due
7/11/2022	Board Approval, Contract Awarded
August 1, 2022	Contract Period Begins

EXHIBIT A - EXAMPLE SPORTS SCHEDULES

TENTATIVE KINGCO FOOTBALL 2017

Pop Keeney Schedule

THURSDAY, AUGUST 31 Cascade @ Inglemoor	7:00 pm	FRIDAY, SEPTEMBER 29 Issaquah@ Woodinville	7:00 pm
FRIDAY, SEPTEMBER 1 Bothell @ Woodinville	7:00 pm	SATURDAY, SEPTEMBER 30 Eastlake @ Bothell	7:00 pm
SATURDAY, SEPTEMBER 2 Newport @ North Creek	7:00 pm	FRIDAY, OCTOBER 6 Woodinville @ Inglemoor	7:00 pm
FRIDAY, SEPTEMBER 8 Issaquah @ Inglemoor	7:00 pm	<i>INGLEMOOR HC</i>	
I JR FB NIGHT		SATURDAY, OCTOBER 7 Bothell @ North Creek	7:00 pm
SATURDAY, SEPTEMBER 9 Eastlake @ Woodinville	7:00 pm	FRIDAY, OCTOBER 13 Issaquah @ Bothell	7:00 pm
FRIDAY, SEPTEMBER 15 Inglemoor @ North Creek	7:00 pm	<i>BOTHELL HC</i>	
<i>NC HOMECOMING</i>		FRIDAY, OCTOBER 20 Mount Si @ North Creek	7:00 pm
SATURDAY, SEPTEMBER 16 Skyline @ Bothell	7:00 pm	SATURDAY, OCTOBER 21 Eastlake @ Inglemoor	7:00 pm
FRIDAY, SEPTEMBER 22 JK Mullen @ Bothell	7:00 pm	<i>INGLEMOOR SR NIGHT</i>	
SATURDAY, SEPTEMBER 23 Skyline @ Inglemoor	7:00 pm	FRIDAY, OCTOBER 27 Inglemoor @ Bothell	7:00 pm
		<i>Bothell SR Night</i>	
		SATURDAY, OCTOBER 28 North Creek @ WHS	7:00 pm

Start	End	Customer	Event	Location
Saturday, March 11, 2017				
11:00 AM	1:00 PM	NSSD-Secondary Athletics	WHS Soccer JV Games	PK- Turf Field
1:00 PM	3:00 PM	NSSD-Secondary Athletics	WHS Soccer V Games	PK- Turf Field
5:30 PM	7:30 PM	NSSD-Secondary Athletics	BHS JV Soccer Games	PK- Turf Field
7:30 PM	9:30 PM	NSSD-Secondary Athletics	BHS V Soccer Games	PK- Turf Field
Tuesday, March 14, 2017				
5:30 PM	7:30 PM	NSSD-Secondary Athletics	WHS JV Soccer vs	PK- Turf Field
7:30 PM	9:30 PM	NSSD-Secondary Athletics	WHS V Soccer Games	PK- Turf Field
Wednesday, March 15, 2017				
5:30 PM	7:30 PM	NSSD-Secondary Athletics	IHS JV Soccer Games	PK- Turf Field
Thursday, March 16, 2017				
7:30 PM	9:30 PM	NSSD-Secondary Athletics	IHS V Soccer Games	PK- Turf Field
Friday, March 17, 2017				
5:30 PM	7:30 PM	NSSD-Secondary Athletics	WHS JV Soccer vs	PK- Turf Field
7:30 PM	9:30 PM	NSSD-Secondary Athletics	WHS V Soccer Games	PK- Turf Field
Monday, March 20, 2017				
5:30 PM	7:30 PM	NSSD-Secondary Athletics	BHS C Soccer Games	PK- Turf Field
7:30 PM	9:30 PM	NSSD-Secondary Athletics	WHS C Soccer Games	PK- Turf Field
Tuesday, March 21, 2017				
5:30 PM	7:30 PM	NSSD-Secondary Athletics	BHS V Soccer Games	PK- Turf Field
7:30 PM	9:30 PM	NSSD-Secondary Athletics	IHS V Soccer Games	PK- Turf Field
Wednesday, March 22, 2017				
5:30 PM	7:30 PM	NSSD-Secondary Athletics	IHS Soccer C Games	PK- Turf Field
7:30 PM	9:30 PM	NSSD-Secondary Athletics	BHS C Soccer Games	PK- Turf Field
Friday, March 24, 2017				
9:45 AM	1:45 PM	S.A.S	SAS PE USE - SOCCER	PK- Turf Field
5:30 PM	7:30 PM	NSSD-Secondary Athletics	WHS JV Soccer vs	PK- Turf Field
7:30 PM	9:30 PM	NSSD-Secondary Athletics	WHS V Soccer Games	PK- Turf Field
Monday, March 27, 2017				
7:30 PM	9:30 PM	NSSD-Secondary Athletics	WHS Soccer C Games	PK- Turf Field

Start	End	Customer	Event	Location
Tuesday, March 28, 2017				
5:30 PM	7:30 PM	NSSD-Secondary Athletics	WHS Soccer V Games	PK- Turf Field
7:30 PM	9:30 PM	NSSD-Secondary Athletics	IHS V Soccer Games	PK- Turf Field
Wednesday, March 29, 2017				
5:30 PM	7:30 PM	NSSD-Secondary Athletics	WHS Soccer C Games	PK- Turf Field
7:30 PM	9:30 PM	NSSD-Secondary Athletics	BHS C Soccer Games	PK- Turf Field
Friday, March 31, 2017				
5:30 PM	7:30 PM	NSSD-Secondary Athletics	BHS JV Soccer Games	PK- Turf Field
7:30 PM	9:30 PM	NSSD-Secondary Athletics	BHS V Soccer Games	PK- Turf Field
Monday, April 03, 2017				
7:30 PM	9:30 PM	NSSD-Secondary Athletics	IHS Soccer C Games	PK- Turf Field
Tuesday, April 04, 2017				
3:30 PM	5:30 PM	NSSD-Secondary Athletics	IHS Soccer JV Games	PK- Turf Field
5:30 PM	7:30 PM	NSSD-Secondary Athletics	IHS Soccer V Games	PK- Turf Field
7:30 PM	9:30 PM	NSSD-Secondary Athletics	WHS V Soccer Games	PK- Turf Field
Wednesday, April 05, 2017				
5:30 PM	7:30 PM	NSSD-Secondary Athletics	WHS C Soccer vs	PK- Turf Field
7:30 PM	9:30 PM	NSSD-Secondary Athletics	BHS C Soccer Games	PK- Turf Field
Friday, April 07, 2017				
5:30 PM	7:30 PM	NSSD-Secondary Athletics	BHS JV Soccer Games	PK- Turf Field
7:30 PM	9:30 PM	NSSD-Secondary Athletics	BHS V Soccer Games	PK- Turf Field
Monday, April 10, 2017				
7:30 PM	9:30 PM	NSSD-Secondary Athletics	IHS Soccer C Games	PK- Turf Field
Tuesday, April 11, 2017				
3:30 PM	5:30 PM	NSSD-Secondary Athletics	IHS Soccer JV Games	PK- Turf Field
5:30 PM	7:30 PM	NSSD-Secondary Athletics	IHS V Soccer Games	PK- Turf Field
7:30 PM	9:30 PM	NSSD-Secondary Athletics	BHS V Soccer Games	PK- Turf Field
Wednesday, April 12, 2017				
7:30 PM	9:30 PM	NSSD-Secondary Athletics	IHS Soccer C Games	PK- Turf Field
Friday, April 14, 2017				
5:30 PM	7:30 PM	NSSD-Secondary Athletics	WHS JV Soccer vs	PK- Turf Field

Start	End	Customer	Event	Location
Friday, April 14, 2017				
7:30 PM	9:30 PM	NSSD-Secondary Athletics	WHS V Soccer Games	PK- Turf Field
Monday, April 17, 2017				
7:30 PM	9:30 PM	NSSD-Secondary Athletics	WHS Soccer C Games	PK- Turf Field
Tuesday, April 18, 2017				
5:30 PM	7:30 PM	NSSD-Secondary Athletics	BHS V Soccer Games	PK- Turf Field
7:30 PM	9:30 PM	NSSD-Secondary Athletics	IHS V Soccer Games	PK- Turf Field
Wednesday, April 19, 2017				
5:30 PM	7:30 PM	NSSD-Secondary Athletics	IHS Soccer C Games	PK- Turf Field
7:30 PM	9:30 PM	NSSD-Secondary Athletics	BHS C Soccer Games	PK- Turf Field
Friday, April 21, 2017				
5:30 PM	7:30 PM	NSSD-Secondary Athletics	BHS JV Soccer Games	PK- Turf Field
7:30 PM	9:30 PM	NSSD-Secondary Athletics	BHS V Soccer Games	PK- Turf Field
Monday, April 24, 2017				
7:30 PM	9:30 PM	NSSD-Secondary Athletics	IHS Soccer C Games	PK- Turf Field
Tuesday, April 25, 2017				
3:30 PM	5:30 PM	NSSD-Secondary Athletics	IHS Soccer JV Games	PK- Turf Field
5:30 PM	7:30 PM	NSSD-Secondary Athletics	WHS JV Soccer vs	PK- Turf Field
7:30 PM	9:30 PM	NSSD-Secondary Athletics	WHS V Soccer Games	PK- Turf Field
Wednesday, April 26, 2017				
5:30 PM	7:30 PM	NSSD-Secondary Athletics	BHS C Soccer Games	PK- Turf Field
7:30 PM	9:30 PM	NSSD-Secondary Athletics	WHS Soccer C Games	PK- Turf Field
Friday, April 28, 2017				
5:30 PM	7:30 PM	NSSD-Secondary Athletics	BHS JV Soccer Games	PK- Turf Field
7:30 PM	9:30 PM	NSSD-Secondary Athletics	BHS V Soccer Games	PK- Turf Field
Monday, May 01, 2017				
7:30 PM	9:30 PM	NSSD-Secondary Athletics	IHS Soccer C Games	PK- Turf Field
Tuesday, May 02, 2017				
5:30 PM	7:30 PM	NSSD-Secondary Athletics	WHS V Soccer vs	PK- Turf Field
7:30 PM	9:30 PM	NSSD-Secondary Athletics	IHS Soccer V Games	PK- Turf Field

Start	End	Customer	Event	Location
Wednesday, May 03, 2017				
5:30 PM	7:30 PM	NSSD-Secondary Athletics	BHS C Soccer Games	PK- Turf Field
7:30 PM	9:30 PM	NSSD-Secondary Athletics	WHS V Soccer Games	PK- Turf Field

KINGCO BOYS SOCCER 2018

Pop Keeney Schedule

TUESDAY, MARCH 13 Skyline @ Inglemoor Newport @ Woodinville	5:30 pm 7:30 pm	FRIDAY, APRIL 6 Bothell @ Inglemoor North Creek @ Woodinville	5:30 pm 7:30 pm
FRIDAY, MARCH 16 Eastlake @ North Creek Mount Si @ Bothell	5:30 pm 7:30 pm	TUESDAY, APRIL 10 Issaquah @ North Creek Eastlake @ Bothell	5:30 pm 7:30 pm
TUESDAY, MARCH 20 Eastlake @ Woodinville Issaquah @ Inglemoor	5:30 pm 7:30 pm	FRIDAY, APRIL 13 Skyline @ Bothell Newport @ North Creek	5:30 pm 7:30 pm
THURSDAY, MARCH 22 Skyline @ Woodinville Newport @ Bothell	5:30 pm 7:30 pm	TUESDAY, APRIL 17 Mt Si @ North Creek (JV) Mt Si @ North Creek (V)	5:30 pm 7:30 pm
SATURDAY, MARCH 24 Eastlake @ Inglemoor (JV) Eastlake @ Inglemoor (V)	5:30 pm 7:30 pm	THURSDAY, APRIL 19 Mt Si @ Inglemoor (JV) Mt Si @ Inglemoor (V)	5:30 pm 7:30 pm
TUESDAY, MARCH 27 Issaquah @ Bothell Skyline @ North Creek	5:30 pm 7:30 pm	SATURDAY, APRIL 21 Issaquah @ Woodinville Newport @ Inglemoor	5:30 pm 7:30 pm
FRIDAY, MARCH 30 Inglemoor @ Woodinville Bothell @ North Creek	5:30 pm 7:30 pm	TUESDAY, APRIL 24 Mt Si @ Woodinville (JV) Mt Si @ Woodinville (V)	5:30 pm 7:30 pm
TUESDAY, APRIL 3 Woodinville @ Bothell Inglemoor @ North Creek	5:30 pm 7:30 pm	FRIDAY, APRIL 27 North Creek @ Bothell Woodinville @ Inglemoor	5:30 pm 7:30 pm
		TUESDAY, MAY 1 North Creek @ Inglemoor Bothell @ Woodinville	5:30 pm 7:30 pm
		FRIDAY, MAY 4 Woodinville @ North Creek Inglemoor @ Bothell	5:30 pm 7:30 pm

ATTACHMENT A

COMPANY INFORMATION AND REFERENCES

I. Brief Resume of Bidder

Company Name: _____

Date Established: _____

Former Names (if any): _____

Type of Ownership or Legal Structure: _____

Corporate Address: _____

Branch Address (if applicable): _____

II. References

Three references are required. References may be contacted, therefore accurate contact information is required. Failure to provide accurate contact information may result in scoring deductions.

Reference 1: _____

Contact Name: _____

Phone Number: _____

Email Address: _____

Brief Description of Work Performed: _____

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STADIUM RFP# 2022-6-23

Reference 2: _____

Contact Name: _____

Phone Number: _____

Email Address: _____

Brief Description of Work Performed: _____

Reference 3: _____

Contact Name: _____

Phone Number: _____

Email Address: _____

Brief Description of Work Performed: _____

ATTACHMENT B

BID CERTIFICATION

Pursuant to and in compliance with this Request for Proposal and all documents relating thereto, the undersigned hereby offers to furnish and deliver any or all of the articles enumerated at the prices quoted herein and is prepared to incorporate Bid Response into final contractual agreement (if selected).

The Undersigned further declares that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any representative of the District, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Project.

Authorized Signature: _____ **Date:** _____

Printed Name & Title: _____

Legal Company Name: _____

Telephone: _____

Email Address: _____

UBI Number: _____

DUNS Number: _____

Acknowledge receipt of addendum # _____ through _____.

ATTACHMENT C

DEBARMENT AND ANTI-LOBBYING CERTIFICATION

_____ 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 Northshore 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 Northshore School District should determine at any time that this certification is false, Northshore 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.

Individual and/or company agree by signing this agreement that it 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 it 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.

CONCESSION STAND OPERATIONS - POP KEENEY
STADIUM RFP# 2022-6-23

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 offeror, by signing its offer, 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 offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; 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.

Authorized Signature: _____ Date: _____

Printed Name

Company

ATTACHMENT D CONTRACTOR CERTIFICATION

Wage Theft Prevention – Responsible Bidder Criteria Northshore School District Goods & Services Contracts

Prior to awarding a contract, Northshore School District is required to determine that a bidder is a 'responsible bidder'. Pursuant to legislative enactment in 2017, RCW 39.26.160(2) & (4) requires responsible bidder criteria to include contractor certification that the contractor has not willfully violated Washington's wage laws.

On behalf of the firm identified below, I hereby certify 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: _____

ATTACHMENT E

COOPERATIVE PURCHASING INFORMATION

In the event another area school district or public entity has the need for the same services, they may wish to utilize another executed bid in the area. RCW 39.34 allows cooperative purchasing between public agencies in the State of Washington. Public agencies that have, or in the future file an Interlocal Cooperative Purchasing Agreement with the District may purchase from the District's contracts, provided that the Bidder has agreed to such participation.

If the cooperative purchasing process is allowed, then each district will take responsibility for its own purchase orders, payment procedures, evaluations, and scheduling of Bidder's services. Each district will take responsibility for performance of any purchasing contract with the Bidder.

Each Bidder shall indicate on this bid form whether it will honor the pricing and terms and conditions to other public agencies in accordance with this Agreement's terms and conditions. Award of the contract(s) will not be affected by the Bidder's agreement to allow cooperative purchasing. The District will not have any responsibility or liability for orders issued by other public agencies utilizing the District's contract through an Interlocal Agreement.

As per the terms and conditions of this contract, will the Bidder allow public agencies in addition to Northshore School District to purchase from this contract?

Yes: _____ No: _____ (check one)

If yes, Bidder will have the opportunity to review ability to perform/deliver to requesting agencies prior to commencement of services.

Authorized Signature: _____ Date: _____

Printed Name

Company



**SERVICES AGREEMENT
CONTRACTOR
2022**

Master Agreement made as of the ___ day of _____ 2022, between Northshore School District (NSD) and contractor name (Contractor), who agree as follows:

1. **Term of Agreement:** The initial term of this Agreement is from August 1, 2022 through July 31, 2025, and will allow for an additional two (2) one-year annual extensions, if mutually agreed. Final termination date July 31, 2027.
2. **Services:** Contractor was selected as a result of a formal Request For Proposal (RFP) process to provide operations and management of Pop Keeney Stadium concessions stand. Contractor agrees to perform the services as indicated in formal solicitation of Concession Stand Operations – Pop Keeney Stadium RFP# 22-6-23, the scope of services, and Contractor’s Bid Response, the terms of which are incorporated herein by reference. The order of precedence for these documents is as follows: NSD Contractor Agreement, RFP with any Addenda, and Contractor’s bid.
3. **Fees:** In consideration for the services rendered as set forth herein, NSD shall provide Contractor with facility and utilities to provide operations of concessions. The Contractor shall submit monthly commission checks, issued to Home School Team, issued in the School’s name, based on mandatory sales reporting to District.
4. **Right to Use Information and Documents:** NSD shall be entitled to use 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.

Consultant shall retain all right and title to all patentable and un-patentable inventions including confidential know-how developed by Consultant hereunder. Consultant hereby grants to NSD a royalty-free nonexclusive, non-assignable license as to such inventions and know-how to use the same in any NSD facility.

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.

The Contractor or any of its subcontractors, shall not utilize any employee at a District site or allow any contact between school children and any employee of Contractor when an employee has plead guilty to or been convicted of any felony crime specified under RCW 28A.400.322, as now existing or hereafter amended.

Contractor’s employees who have regularly scheduled unsupervised access to children or vulnerable adults, and/or who hire employees who will have regularly scheduled unsupervised access to children or vulnerable adults, shall perform a record check through the Washington State Patrol criminal identification system and through the Federal Bureau of

Investigation at the time of hiring the employee, as required by RCW 28A.400.303. The record check shall include a fingerprint check using a complete Washington state criminal identification fingerprint card. If the employee has had a record check within the previous two years, NSD may waive the requirement. NSD shall determine whether the Contractor or NSD shall pay costs associated with the record check.

Contractor's employees who have supervised access to children on an ongoing basis shall perform a multi-state background check demonstrating that the employee has no convictions for crimes listed in RCW 28A.400.322. If the employee has had a record check within the previous two years, NSD may waive the requirement. NSD shall determine whether the Contractor or NSD shall pay costs associated with the record check.

Any failure to comply with this section shall be grounds for the NSD's immediate termination of this agreement.

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 or State 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 Contractor enter into a covered transaction with a Subcontractor or other entity at the next lower tier, the Contractor 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 Contractor will do this by:

- (a) Checking the Federal Excluded Parties List System (EPLS); or
- (b) Collecting a certification from that person if allowed; or
- (c) 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.

7. **Contractor Wage Certification:** Pursuant to legislative enactment in 2017, RCW 39.26.160(2) & (4) requires responsible bidder criteria to include contractor certification that the contractor has not willfully violated Washington's wage laws.

The Contractor hereby certifies (by authorized Contractor signature to this agreement) that, this firm has NOT been determined by a final and binding citation and notice of assessment issued by the WA Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction to have willfully violated, as defined in RW 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 contractual agreement date.

8. **Relationship of parties:** Contractor, its employees and agents are contracting with NSD as an independent contractor. 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. NSD shall not be responsible for withholding or paying any taxes on behalf of Contractor, employees or agents. Contractor expressly waives any immunity or limitations (e.g. on the type or amount of damages, compensation, benefits or liability payable by Contractor) that might otherwise be afforded under any industrial insurance, worker's compensation, disability benefit or similar law, rule, regulation or order of any governmental entity having jurisdiction (including, but not limited to, the Washington Industrial Act, Title 51 of the Revised Code of Washington). Contractor shall provide an IRS Form W-9 "Request for Taxpayer Identification Number and Certification" to NSD upon request.

9. **Standard of Care:** 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.
10. **Governing Laws:** This Agreement shall be governed and construed in accordance with the laws of the State of Washington.
11. **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.
12. **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 amendment 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.
13. **Disputes, Attorney Fees:** The parties will first attempt to resolve any dispute regarding this Agreement 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.
14. **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.
15. **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.
16. **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, provided that such effect is consistent with the fundamental purpose of this Agreement. The terms and conditions set forth herein shall survive the termination of this Agreement.
17. **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.

18. **Insurance:** If indicated below, Contractor shall, at its sole expense, purchase and maintain the insurance so indicated; and a certificate of insurance naming NSD as a certificate holder 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 v combined, including premises and operations liability, contractual liability, personal injury liability.

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.

19. **COVID-19 Protocols:** Effective October 18, all district staff must be vaccinated. Contractors working in-person at school facilities may be asked to complete NSD vaccination attestation document.

NSD COVID-19 Information & Resources webpage provides up to date information, as well as the COVID-19 SAFETY PROTOCOLS handbook: <https://www.nsd.org/covid19/protocols>

20. **Termination:** This Agreement may be terminated by either party by giving thirty (30) days written notice to the other party; except that 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. No termination charges will apply.

NSD 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. NSD 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: name

BY: Tracy Patterson, Chief Financial Officer

SIGNED: _____
PRINT NAME: _____
TITLE: _____
ADDRESS: 123 Main _____
Bothell, WA 98021 _____
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.