



Pasco School District No. 1

PROCUREMENT

1215 West Lewis Street • Pasco, WA 99301-5472

(509) 543-6093 • Fax (509) 543-6707

REQUEST FOR PROPOSALS

Pasco School District #1 is accepting proposals from qualified consultant firms or individuals for providing services to assist the Board of Directors in identifying, developing, and implementing a comprehensive method for the evaluation of the superintendent.

Proposals will be accepted until the public opening, 1:00 PM, Monday, March 11, 2024

SCOPE OF WORK

The selected consultant will be expected to perform the following key tasks:

- **Assessment:** Conduct a thorough assessment of the current superintendent evaluation process, identifying strengths and areas for improvement.
- **Best Practices Research:** Conduct research on best practices in superintendent evaluation methods within comparable school districts or educational institutions.
- **Method Development:** Collaborate with the Pasco School District Board of Directors to develop a customized and effective method for evaluating the superintendent's performance, taking into account the unique needs and goals of our district.
- **Implementation Plan:** Provide a detailed implementation plan outlining the steps and timeline for rolling out the new superintendent evaluation method.

GENERAL INFORMATION FOR PROPOSALS

RFP COORDINATOR

The RFP Coordinator is the sole point of contact for this procurement. All communication between the Contractor and the district shall be with the RFP Coordinator. Any other communication will be considered unofficial and non-binding. Contractors are to only rely on written statements issued by the RFP Coordinator.

Marvin Moore
1215 W. Lewis Street
Pasco, Washington 99301
509-543-6093/mmoore@psd1.org

SUBMISSIONS

Mail or hand deliver to:

PROCUREMENT
Pasco School District No. 1
1215 W. Lewis Street
Pasco, Washington 99301

Email to:

Procurement-Info@psd1.org

Clearly mark documents:

SUPERINTENDENT EVALUATION PLAN

Proposers assume the risk for the method of delivery chosen. Proposals received after the time and date set for opening will be returned to the Contractor unopened.

REVISIONS TO THE RFP

Any Contractor finding discrepancies in or omissions from the specifications shall submit a written request for interpretation or correction to the RFP Coordinator. The person submitting the request for clarification will be responsible for delivery of the request to the RFP Coordinator. Requests for clarification after receipt of proposals will not receive a response.

Revisions of any part of this solicitation will be made only by addendum published on the Procurement page of the district web site, www.psd1.org. The District reserves the right to change the schedule or issue amendments to the RFP at any time. The District also reserves the right to cancel or reissue the RFP.

WITHDRAWAL OF PROPOSALS

Any Contractor may withdraw their proposal, either personally or by written request, at any time prior to the scheduled closing time for receipt of proposals. No proposal may be withdrawn after the date and time set for accepting proposals thereof or before Contract Award, unless delayed beyond 90 days. No oral, telephone, fax or email modifications of any proposal submitted will be considered.

PUBLIC RECORDS

Under Washington state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this request for proposals (the "documents") become a public record upon submission to the district, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law.

Any information in the proposal that the Contractor desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56.270 must be clearly designated. The district will consider the request for exemption from disclosure. Marking the entire proposal exempt from disclosure will not be honored.

MOST FAVORABLE TERMS

The district reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal shall be submitted initially on the most favorable terms possible. There will be no best and final offer procedure. The district does reserve the right to contact a Contractor for clarification of the proposal during the evaluation process. In addition, if the Contractor is selected as the apparent successful contractor, the district reserves the right to enter into contract negotiations, which may include discussion regarding the terms of the proposal. Contract negotiations may result in incorporation of a portion of or the entire proposal. The Contractor is to be prepared to accept this RFP for incorporation into the contract. It is also understood that the proposal will become part of the official procurement file.

The Pasco School District reserves the right to reject any of all RFP responses, or any part of the response, and to waive informalities and minor irregularities in the RFP responses received.

CONTRACT AWARD

The district reserves the right to reject any or all proposals, or any items thereof, and to waive informalities or irregularities. Award will be made to the lowest responsible bidder. In determining "lowest responsible bidder," in addition to price, the following elements will be given consideration:

- The ability, capacity, and skill of the bidder to perform the contract or provide the service resources required
- The character, integrity, reputation, judgment, experience, and efficiency of the bidder
- Whether the bidder can perform the contract within the time specified
- The quality of performance of previous contracts or services
- The previous and existing compliances by the bidder with laws relating to the contract or services
- Such other information as may be secured having a bearing on the decision to award the contract

CONTRACT

Successful Contractor(s) shall execute a district contract, including the attached General Terms and Conditions. In no event is a Contractor to submit its' own standard contract terms and conditions in response to this solicitation. The Contractor may submit exceptions as allowed in the Certifications and Assurances section of this solicitation. The district will review requested exceptions and accept or reject at its sole discretion.

DEBRIEFING OF UNSUCCESSFUL PROPOSALS

Upon request, a debriefing conference will be scheduled with an unsuccessful Contractor. The request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the notification selected Contractor. The debriefing must be held within three (3) business days of the request.

Discussion will be limited to a critique of the requesting Contractor's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one (1) hour.

PROTEST PROCEDURE

This procedure is available to Contractors who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Contractor is allowed three (3) business days to file a protest of the acquisition with the RFP Coordinator.

Contractors protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available under this solicitation.

All protests must be in writing and signed by the protesting party or an authorized Agent. The protest must describe the RFP and specific citation of law, rule, regulation, calculation error, or common business practice upon which the protest is based. Include all supporting documentation. Neither the judgment used in the scoring by individual evaluators nor disagreement with the procurement process shall constitute grounds for protest. The district will not consider any protest based on items that could have been or should have been raised prior to the deadline for submitting questions or requesting addenda. The filing of a protest shall not prevent the district from executing a contract with any other Contractor.

EVALUATION PROCEDURES

The RFP coordinator and other staff will evaluate the submitted proposals. The evaluators will consider how well the Contractor's proposed solution meets the needs of the district as described in the vendor's response to each requirement. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the proposal. The district reserves the right to require that a subset of finalist Contractors make a presentation to a selection team.

EVALUATION CRITERIA

- Expertise, qualifications and experience of similar projects. Emphasis should be placed on the specific purpose of previous assessments and their similarity to the proposed assessment. Process and project completions measure against proposed schedules should be identified
- The consultant's method of cost estimating and their history of preliminary cost estimating accuracy versus final project costs
- Ability to provide responsive services to Pasco School District #1
- Ability to offer complete services, value added services, and team continuity throughout the life of the contract
- Past performance on contracts of similar scope and size
- Experience working with (or demonstrate an understanding) of Pasco School District's procedures and requirements
- Complete costs of project

SCORING CRITERIA (based on 100-point total)

- Technical Proposal 25 Points
- Experience 25 Points
- Contractor Availability 15 Points
- Cost Proposal 25 Points
- References 10 Points

PROPOSAL CONTENT REQUIREMENTS

LETTER OF SUBMITTAL

The Letter of Submittal and the attached Certifications and Assurances form must be signed and dated by a person authorized to legally bind the Contractor to a contractual relationship. Along with introductory remarks, the Letter of Submittal is to include the following information about the Contractor and any proposed subcontractors:

- Name
- Address
- Principal place of business
- Telephone number, and fax number/e-mail address of legal entity or individual with whom the contract would be written
- Legal status of the Contractor (sole proprietorship, partnership, or corporation) and the year the entity was organized to do business
- Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue

TECHNICAL PROPOSAL

Proposal Summary - Summarize your proposal and your firm's qualifications. Additionally, you may use this section at your discretion to articulate why your firm is pursuing this work and how it is uniquely qualified to perform it:

- Project Approach/Methodology - Include a complete description of the Contractor's proposed approach and methodology for the project. This section should convey Contractors understanding of the proposed project
- Fully describe deliverables for this project. Contractors are encouraged to provide sample materials from previous projects. The Contractor may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation
- Requirements - Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. Include any district resources or support that may also be required

EXPERIENCE

Experience of the Contractor:

- Note experience that indicates the qualifications of the Contractor, and any subcontractors, for the performance of the potential contract. Include a list of contracts the Contractor has had during the last five years that relate to the Contractor's ability to perform the services needed under this RFP

Staff Qualifications/Experience:

- Identify staff, including subcontractors, assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will have on the project. Provide information on the individual's skills related to this project - education, experience, significant accomplishments, and any other pertinent information

CONTRACTOR AVAILABILITY

Project Schedule:

- Include a timeline indicating when the major elements of the work will be completed and when deliverables will be provided.

COST PROPOSAL

The evaluation process is designed to award this procurement not necessarily to the Contractor of least cost, but rather to the Contractor whose proposal best meets the requirements of this RFP. However, Contractors are encouraged to submit proposals that are consistent with district efforts to conserve resources. Identify anticipated costs, including expenses for performing the services necessary to accomplish the objectives of the contract, including administrative costs, subcontractors, travel costs, variable costs and any other expenses necessary to accomplish the tasks and to produce the deliverables under the contract.

REFERENCES

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three business references for which work has been accomplished and briefly describe the type of service provided. The Contractor and staff proposed to provide the services must grant permission to the district to contact references, and others for whom services have been provided.

RELATED INFORMATION

If the Contractor has had a contract terminated for default during the past five years, all such incidents must be described. Termination for default is defined as notice to stop performance due to the Contractor's nonperformance or poor performance; and the issue was either (a) not litigated or (b) litigated, and such litigation determined the Contractor to be in default. Submit full details of all terminations for default experienced by the Contractor during the past five years, including the other party's name, address, and telephone number. Present the Contractor's position on the matter. The district will evaluate the facts and may, at its sole discretion, reject the Contractor's proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of the Contractor.

If the Contractor has had a contract terminated for convenience, non-allocation of funds, or any other reason which termination occurred before completion of the contract during the past five years, describe fully all such terminations, including the name, address, and telephone number of the other contracting party.

A Contractor response that indicates that the requested information will only be provided if and when the Contractor is selected is not acceptable. Restricting the Contractor response to include only legal action resulting from terminations for default is not acceptable.

If no such terminations have been experienced by the Contractor in the past five years, declare so in the Proposal.

CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award of the contract:

- I/we declare that all answers and statements made in the proposal are true and correct.
- The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
- The attached proposal is a firm offer for a period of 90 days following receipt, and it may be accepted by the District without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 90-day period.
- I/we understand that the District will not reimburse me/us for any costs incurred in the preparation of this proposal.
- I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
- No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- I/we are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by Federal department or agency.
- In the performance of this Agreement, I/we shall not discriminate in employment practices because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual preference, age, or physical handicap.
- I/We have not had a contract terminated for default.

Company Name

Signature of Authorized Agent

Date



Pasco School District No. 1

Service Agreement Contract No. _____

Service Agreement

This contract is made on this ___ day of _____, between Pasco School District No. 1 (hereinafter "District") and _____ ("Contractor"), who in consideration of the mutual promises contained herein, agree as follows:

CONTRACT SCOPE

The Contractor shall furnish _____ Services as defined in the Proposal documents, which by this reference are incorporated herein.

COMPENSATION

The District will pay the Contractor for the furnishing of the services as provided in the RFP, which by this reference are incorporated herein. All invoices must identify and calculate Washington Sales Tax for appropriate taxable products. No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the District.

The District shall not pay the Contractor if the Contractor has charged or will charge any other party under any other contract or agreement for the same services or expenses.

ORDER OF PRECEDENCE

The contract documents consist of this agreement, the District General Terms and Conditions, and Contractor's response to the RFP.

In the event of a conflict between various documents which are part of this Agreement, (I) set forth below shall control:

- I. Applicable Federal and Washington State statutes and regulations
- II. This Agreement
- III. Pasco School District General Terms and Conditions
- IV. Proposal
- V. Any other provision, term or material incorporated herein by reference or otherwise incorporated

The contract documents set forth above form the entire and integrated agreement between the parties hereto, and supersede all prior negotiations, representations, or agreements, either written or oral, including the bidding documents. The agreement may be amended or modified only by a written amendment to the agreement signed by both parties.

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

CONTRACT MANAGEMENT

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

Contract Manager for District:

Marvin Moore
1215 West Lewis Street
Pasco, WA 99301
509-543-6093
Mmoore@psd1.org

Contract Manager for Contractor:

Name: _____
Address: _____
Phone: _____
Email: _____

TERMINATION FOR CAUSE

In the event that the Contractor violates any of the provisions of this agreement, the District may serve written notice upon the Contractor of its intention to terminate the agreement. Such notice is to contain the reason for such intention to terminate the agreement and unless within 10 days after the serving of such notice upon the supplier/manufacturer such violation shall cease and satisfactory arrangements for correction be made, the agreement shall upon expiration of said 10 days, cease and terminate.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising, and staff time.

The District reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the District to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault, or negligence. The rights and remedies of the District provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

THIS CONTRACT is agreed to by the persons signing below, who warrant they have the authority to bind their respective party.

Pasco School District:

Signature/Date

Printed Name

Title

Contractor:

Signature/Date

Printed Name

Title



Pasco School District No. 1

General Terms and Conditions

▪ **INDEPENDENT CAPACITY OF THE CONTRACTOR**

The parties intend that an independent Contractor relationship will be created by this agreement. Contractor and his or her employees or agents performing under this contract are not employees or agents of the District. Conduct and control of the work will be solely with the Contractor.

▪ **ADVANCE PAYMENTS**

No payments will be made in advance of or in anticipation of goods or services to be provided under this contract.

▪ **AMENDMENTS**

This contract may be amended by mutual agreement of the parties. Such amendments shall be binding only if they are in writing and signed by personnel authorized to bind each of the parties.

▪ **ASSIGNMENT**

Neither this contract, nor any claim arising under this contract, shall be transferred, or assigned by the Contractor without prior written consent of the District.

▪ **CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

The Contractor shall not use or disclose any information concerning the District, or information that may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the District, or as may be required by law.

▪ **DISALLOWED COSTS**

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

▪ **DISPUTES**

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the District Superintendent. The request for a dispute hearing must: 1) Be in writing 2) State the dispute issue(s) 3) State the relative position of the parties 4) Be mailed to the District Superintendent and the other party's (respondent's) contract manager within 3 working calendar days after the parties agree that they cannot resolve the dispute. The respondent shall send a written answer to the requester's statement to both the agent and the requester within five (5) working calendar days. The District Superintendent shall review the written statements and reply in writing to both parties within five (5) working calendar days. The District Superintendent may extend this period, if necessary, by notifying the parties. Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable Alternate Dispute Resolution method in addition to the dispute resolution procedure outlined above. In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

▪ **DOCUMENTATION**

The Contractor shall produce written reports or other written documents as requested by the District. All written reports required under this contract must be delivered to the Contract Manager.

The Contractor shall provide access to data generated under this contract to the District and to State and Federal Auditors at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models. These records shall be retained for a minimum of three years.

▪ **GOVERNING LAW**

This contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Franklin County.

▪ **INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the District and all officials, agents, and employees of the District, from and against all claims arising out of or resulting from the performance of the contract. Contractor expressly agrees to indemnify, defend, and hold harmless the District for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the contract. Contractor's obligation to indemnify, defend, and hold harmless the District shall not be eliminated or reduced by any actual or alleged concurrent negligence of the District or its agents, employees, and officials.

▪ **INFRINGEMENTS**

Contractor agrees to protect and save harmless the District against all claims, suits, or proceedings for patent, trademark, copyright or franchise, infringement arising from the purchase, installation, or use of goods and materials ordered, and to assume all expenses and damages arising from such claims, suits or proceedings.

▪ **INSURANCE**

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to person or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors. The limits of liability for comprehensive general liability and automobile liability shall be: Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury, and property damage. Coverage shall include, but not be limited to blanket contractual, products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property

damage.

The Owner shall be named as an additional insured on all certificates of insurance with the additional insured endorsement attached for general and automotive liability. Certificate shall also include the A.M. Best rating on the insurance company providing coverage. Required insurance shall be primary and noncontributing to any insurance possessed or procured by the Owner. Any deductible provision in liability policy shall be the responsibility of the Contractor. Requirements for Contractor's insurance shall apply to the work of the prime Contractor and all subcontractors. Proof of insurance coverage in the form of Certificate of Insurance with Additional Insured Endorsement attached shall be submitted in writing to Pasco School District, Fiscal Services Dept., 1215 W. Lewis Street, Pasco, WA 99301, prior to commencing work on this contract.

▪ **LIMITATION OF AUTHORITY**

Only the Contract Manager or delegate, by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract.

Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Contract Manager.

▪ **REGISTRATION WITH DEPARTMENT OF REVENUE**

The Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

▪ **REGULATORY COMPLIANCE**

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

- Nondiscrimination for Labor Agreements/Contracts 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, PL 101-336, and Title IX of the Education Amendments of 1972, as amended.
- Equal Employment Opportunity All Contractors will take affirmative action which shall make effective equal opportunities of employees and applicants in compliance with the provisions of Executive Order 11264, dated September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
- Subcontracting with Small/Disadvantaged Businesses Contractors must take affirmative efforts to assure small, minority owned, and women's business enterprises, and labor surplus area firms are used when possible.
- Buy American Act As appropriate and to the extent consistent with law, the contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The requirements of this section must be included in all subcontracts.
- Work Conditions Compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations 29 CFR part 5. All material/equipment furnished will be required to satisfy any applicable requirements of the Washington Industrial Safety and Health Act in effect at the time of delivery. It shall be the responsibility of the Contractor to comply with this requirement insofar as compliance is within his/her control. Compliance with the Davis-Bacon Act (40 USC 276a to 27a-7) as supplemented by Department of Labor regulations (29 CFR part 5) for federally funded construction projects.
- Contractor Employee Standards Contractor shall prohibit any of the establishment's employees, including subcontractors, from working in contact with children at a public school, who has plead guilty to or been convicted of any felony crime involving the physical neglect of a child under RCW 9A.42, the physical injury or death of a child under RCW 9A.32 or 9A.36 (except motor vehicle violations under RCW 46.61), sexual exploitation of a child under RCW 9.68, several offenses under RCW 9A.44 where a minor is the victim, promoting prostitution of a minor under RCW 9A.88, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Failure to comply with this section shall be grounds to immediately terminate the contract.
- Environmental Protection Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)), section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).
- Prevailing Wage All laborers, workers, or mechanics involved in construction, alteration, repair, improvement, or maintenance shall be paid the prevailing wage rates for that trade or craft in Franklin County as of the date of contract award. Contractor and all subcontractors shall file Intent to Pay Prevailing Wage with the Department of Labor and Industries and present documentation of acceptance by Labor and Industries to the District prior to receiving any payment.
- Dispute Resolution Any dispute regarding Prevailing Wage which the parties cannot resolve among themselves shall be referred to the Director of Labor and Industries for arbitration. The Director's decision shall be final, conclusive, and binding on all parties of the dispute.
- Public Works Contractor will comply with Washington State Public Work Requirements for any project identified as such by the District. Additionally, Contractor is responsible for ensuring that these conditions are carried forward to any and all subcontracts. Prevailing Wage requirements shall apply to all public work.
 - Apprentice Utilization Any Public Works project estimated to cost over \$2 million requires apprentice labor hours equaling fifteen percent (15%) of the total labor hours.

- Retainage All public work projects require five percent (5%) retainage or bid bond at the monthly pay estimates. Retained amounts shall be held until after final completion of the work. In addition, an Affidavit of Wages Paid must be approved by the Department of Labor and Industries and documentation of such presented to the District.
- Contractor Surety Bond Contractor shall make, execute, and deliver to the District a good and sufficient performance bond which shall state that the Contractor shall faithfully perform the provisions of the contract and shall pay all labor, subcontractors, material suppliers, and taxes as required by law.
- Postings Intent to Pay forms listing the labor classification and wages used on the project shall be made available for worker inspection, together with the address and phone number of the local Labor and Industries Industrial Statistician.
- Federal Eligibility By acceptance of this purchase order, the seller certifies that neither the seller nor its principles have been suspended or disbarred from Federal Procurement programs.

▪ **SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

▪ **SITE SECURITY**

While on District property, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

▪ **SUBCONTRACTING**

Neither the Contractor nor any subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the District. In no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to the District for any breach in the performance of the Contractor's duties. This clause does not include contracts of employment between the Contractor and personnel assigned to work under this contract.

Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances, and certifications set forth in this agreement are carried forward to any subcontracts. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell, or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law.

▪ **TAXES**

All payments accrued because of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

▪ **TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this contract, the District may, by providing 10 calendar day written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this contract is so terminated, the District shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

- Termination Procedures Upon termination of this contract, the District, in addition to any other rights provided in this contract may require the Contractor to deliver to the District any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The District shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the District, and the amount agreed upon by the Contractor and the District for:

- Completed work and services for which no separate price is stated,
- Partially completed work and services,
- Other property or services that are accepted by the District, and
- The protection and preservation of property, unless the termination is for default, in which case the Contract Manager shall determine the extent of the liability of the District. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract.

The District may withhold from any amounts due the Contractor such sum as the Contract Manager determines to be necessary to protect the District against potential loss or liability. The rights and remedies of the District provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the District, the Contractor shall:

- Stop work under the contract on the date, and to the extent specified, in the notice,
- Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated,
- Assign to the District, in the manner, at the times, and to the extent directed by the Contract Manager, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the District has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts,
- Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Manager to the extent Contract Manager may require, which approval or ratification shall be final for all the purposes of this clause,
- Transfer title to the District and deliver in the manner, at the times, and to the extent directed by the Contract Manager any property which, if the contract had been completed, would have been required to be furnished to the District,
- Complete performance of such part of the work as shall not have been terminated by the Contract Manager, and
- Take such action as may be necessary, or as the Contract Manager may direct, for the protection and preservation of the property

related to this contract, which is in the possession of the Contractor and in which the District has or may acquire an interest.

▪ **TREATMENT OF ASSETS**

Title to all property furnished by the District shall remain in the District. Title to all property furnished by the Contractor, the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vests in the District upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in the District upon

- Issuance for use of such property in the performance of this contract, or
- Commencement of use of such property in the performance of this contract, or
- Reimbursement of the cost thereof by the District in whole or in part, whichever first occurs.

Any property of the District furnished to the Contractor shall, unless otherwise provided herein or approved by the District, be used only for the performance of this contract. The Contractor shall be responsible for any loss or damage to property of the District that results from the negligence of the Contractor or that results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices. If any District property is lost, destroyed, or damaged, the Contractor shall immediately notify the District and shall take all reasonable steps to protect the property from further damage.

The Contractor shall surrender to the District all property of the District prior to settlement upon completion, termination, or cancellation of this contract. All reference to the Contractor under this clause shall also include Contractor's employees, agents, or subcontractors.

▪ **WAIVER**

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by authorized representative of the District.

Updated 8/23/2023