



NORTHSHORE SCHOOL DISTRICT NO. 417
3330 MONTE VILLA PARKWAY, BOTHELL, WA 98021

REQUEST FOR PROPOSALS

DAIRY PRODUCTS
RFP# 2024-07-17

BIDS DUE: JULY 17, 2024 at 10 AM

Notice is hereby given that bids will be received by the Northshore School District No. 417, Bothell, WA, hereinafter referred to as District, from qualified Bidders for Food & Nutrition Services dairy products.

- **Bids are due at 10:00 AM, July 17, 2024.**
- Estimated value of contract: \$275,000.00

Each bid shall be in accordance with the Request for Proposal (RFP) Document. The Northshore School District (District) reserves the right to reject any or all proposals, and to waive any informalities or irregularities in the RFP process. The RFP document(s) are available at <https://www.nsd.org/our-district/departments/business-services/purchasing/business>. Small Businesses and Minority and Women- Owned Businesses are encouraged to respond.

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PART 1 – OVERVIEW

Northshore School District No. 417 was founded in 1959 and is located in Bothell, WA. Over 22,000 students are currently served amongst 32 schools. Food & Nutrition Services department provides meals, snacks, and beverages that meet USDA guidelines.

1.01 **OBJECTIVES:** District is requesting bids from qualified Bidders to supply dairy products for the Food & Nutrition Services Department for District schools. District intends to award contract(s) to the lowest responsive and responsible Bidder that best meet District requirements. The contract will be for an initial term from August 15, 2024 through August 14, 2025 with four optional one-year extensions. Final term date will be August 14, 2029.

1.02 **ESTIMATED VALUE:** Estimated District annual expense is \$275,000.00

1.03 **FEDERAL ACQUISITION REQUIREMENTS:** District is part of National School Lunch Program and School Breakfast Program, therefore is required to follow federal procurement guidelines for purchases and contracts, as provided in 7 CFR 210.21(d).

Federal Certification documents must accompany the bid submittal as instructed in Section 4.

1.04 **INTERLOCAL COOPERATION ACT:** In accordance with RCW 39.34, the District intends to follow state and federal bidding requirements and to ask that awarded bidders extend contracts and pricing to other public agencies, and/or school districts in WA State. Cooperative Purchasing Information Attachment E shall indicate whether Contractor will honor pricing and terms and conditions to other public agencies in accordance with the resulting awarded Contractor agreement's terms and conditions. District will not have any responsibility or liability for orders issued by other public agencies utilizing the District's contract through an Interlocal Agreement.

PART 2 – GENERAL INSTRUCTIONS TO BIDDERS

2.01 Northshore School District ("District") is requesting bids from qualified companies ("Bidders") to supply USDA compliant milk products for District school locations. District intends to award contract(s) to the lowest, responsive, responsible Bidder(s) that can accommodate delivery schedule requests and minimum quantities per location.

2.02 Bidder shall submit their proposal through the secure Mailfile link provided: <https://mailfile.nsd.org/filedrop/bids>. Ensure "Subject" line indicates RFP# 2024-07-17 Dairy Products. It is the sole responsibility of the Bidder to see that its proposal is received at the designated location by the designated time. No hard copies of quotes will be accepted. Electronic bids will be opened, read, and recorded in a public setting at the District office at the bid due date and time. District intends to award contract(s) to the responsive and responsible Bidder(s) whose bid offers the lowest price and best overall value to the District. Additional information about scoring of proposals can be found in Section 5 below.

2.03 The initial term of this contract will run from August 15, 2024 through August 14, 2025 and may be renewed annually for an additional four (4) year increments. Final term date will be

August 31, 2029. 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.

2.04 Distribution of this RFP or receipt of any bid/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.

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

<u>Date</u>	<u>Activity</u>
6/12/2024	First advertisement date in DJC
6/19/2024	Second advertisement date in DJC
7/11/2024 at 3:00 PM	Last Day to Submit Questions or Requests for Clarifications
	Publish addenda as necessary
7/17/2024 at 10 AM	Bid Due Date – Electronic submission to mailfile: https://mailfile.nsd.org/filedrop/bids
7/18-7/30/2024	Evaluation
8/01/2024	Notice of Intent to Award (All Bidders Notified)
8/12/2024	Board Agenda - Contract Awarded
8/15/2024	Contract Period Begins
September 3, 2024	First Day of School 2024-2025

PART 3 – SCOPE OF SERVICES AND SPECIFICATIONS

3.01 **ITEMS/LOCATIONS:** District is requesting bids from qualified Bidders to supply dairy products to District schools for the Food & Nutrition Service Department. A list of the items requested can be found on Attachment A Bid Form. School locations are listed in Exhibit A Location List. District reserves the right to add additional locations as needed. Unless the District specifies otherwise, the bid price shall include the Bidder's total charges for supplying all products and/or services, including transportation charges to any location within District boundaries.

3.02 **DELIVERY:** School buildings are to be served as ordered no later than 1:00 PM on the scheduled delivery date. Each site will be delivered dairy products one (1) time per week unless requested otherwise by the Food & Nutrition Service Department. Products need to have at least 10-day shelf life from date of delivery. Delivery must be supervised by district staff and no unattended deliveries will be permitted. Safe delivery windows and locations must be adhered to. School Administrators have the right to set safe delivery windows and locations depending on the needs of the school. Service may be required on days when school is not in session if schools do not have an adequate inventory due to non-student days.

3.03 Vendors unable to meet specified delivery times in any school shall state exceptions as part of their bid response. Vendors must be prepared to fill all orders with the sizes and quantities specified on the quote. Any items ordered but not shipped must be indicated on all packing slips and not treated as a back order for future delivery.

3.04 Unless otherwise agreed, all leftover dairy products will be picked up after lunch service from each delivery site at vacation time (example, winter, midwinter, spring, end of school year) and credit given to school account.

3.05 All products must be produced, handled and transported in a sanitary manner and must be in compliance with health and sanitary requirements of the State of Washington and of King and Snohomish County.

3.06 **NAME BRAND or EQUAL:** Use of Name Branded items in the solicitation shall be construed solely for the purpose of indicating the standard of quality for the product. Brands of equal quality shall be considered, provided the bidder specifies the brand, product, and description on which their bid is submitted and can submit samples upon request.

3.07 **ALTERNATES:** Alternates may be submitted. However, the product bid shall meet or exceed specifications. Bidders submitting bids on alternate items from those specified by the District shall be prepared to provide a sample of the products along with a full description upon request. The District will make the determination as to whether the substituted materials will be accepted. The District's decision shall be final.

3.08 **ESCALATION CLAUSE:** The bid shall include an escalation/de-escalation clause with a percentage of increase or decrease, based upon the price of the raw product as announced by the Administrator of Federal Milk Order No. 124 and 131, <https://fmmaseattle.com>, effective with the announced price for June 2024. The bidder is required to submit documentation covering all increases or decreases based on the producer level. Adjustments may be allowed each month and

will only become effective on the first school day of each month.

- If the district exercises the options to renew the contract for four ensuing years, all prices will be based on the Federal Milk Order No. 124 and 131 for the appropriate year. Documentation to cover increases or decreases of raw products from the producer level must be submitted to the District Purchasing Department.

3.09 ADVERTISING: Award of this contract does not grant the right to the contractor to utilize the award in any advertising media nor may any District employee endorse a product or service covered by this contract

3.10 INSPECTION/ACCEPTANCE: All merchandise delivered is subject to inspection and acceptance or rejection to the satisfaction of the District. The bidder shall also assume all responsibility in making any necessary adjustments with freight companies or replacing any materials damaged in transit, to the satisfaction of the District.

3.11 ESTIMATED QUANTITIES: It is understood that all quantities specified in this invitation for bid are as accurate as can be ascertained at this time and that it shall be the privilege of the District to alter quantities as necessary to fit exact requirements. If the quantities are decreased, payment will be made on actual quantities at the bid unit price. The undersigned bidder shall make no claims for anticipated profits or additional compensation for any decrease in the quantities. It is expressly understood and agreed that the District may purchase any number of items from the bidder at the bid unit price. The District reserves the right to split awards by item in securing the best advantage for the District, providing quality of product is maintained.

3.12 INVOICES: District Term is Net 30. A copy of each invoice must be received with product delivery per location. Invoices must include sales tax based on delivery location.

PART 4 – INSTRUCTIONS FOR BID SUBMITTAL

4.01 PREPARATION OF QUOTE/PROPOSAL FORMS: Bidder must submit a complete bid/proposal in accordance with the requirements of Section 5 below in order to be considered responsive. All costs in submitting a bid proposal, responding to inquiries, and if requested, samples of beverage, shall be borne in full by the interested Bidder. The District is requiring firm, fixed prices for this project.

4.02 Each proposal must include the following items and organized in the following format:

- A. Cover Letter
- B. Cost Proposal (Attachment A1, A2)
- C. Company Information and References (Attachment B)
- D. Bid Certification (Attachment C)
- E. Debarment, Wage, and Federal Certifications (Attachments D, D1, D2)
- F. Cooperative Purchasing (Attachment E)
- G. Appendix with any exceptions, if necessary

4.03 TAXES: Proposals are not to include sales tax. Invoices must include appropriate tax based on

delivery location of product/goods. District has four (4) different tax codes across King and Snohomish Counties. The District is exempt from Federal Excise Taxes.

4.04 SIGNATURES: The proposal cover letter and all required forms must be signed (or digitally signed) in the name of the Bidder and must bear the title and signature of the person duly authorized to sign the proposal.

4.05 WITHDRAWAL OF PROPOSAL: Any Bidder may withdraw its proposal, either personally or by written request, at any time prior to the scheduled closing time for receipt of proposals. Proposals cannot be withdrawn once submitted and will be valid for a period of 90 days from the date due.

4.06 EXAMINATION OF INSTRUCTIONS, CONDITIONS, AND/OR SPECIFICATIONS: Bidders shall thoroughly examine and be familiar with all instructions, conditions, and/or specifications. The failure of a Bidder to receive or examine any form, attachment, clarification, addendum, or other document, or visit to the site when required in order to acquaint the Bidder with existing conditions, shall in no way relieve the Bidder from obligations concerning the proposal or the contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.

4.07 QUESTIONS: Questions or requests for interpretation of specifications must be emailed to Joy Kuhlmann, Contracts and Procurement Manager, at jkuhlmann@nsd.org, referencing the title of this RFP in the subject line. Interpretations and answers to questions shall be communicated by a formal Clarification document that will be made available to all Bidders. No oral interpretation of any provision in the proposal documents will be made to any Bidder.

4.08 During the time-period that this RFP is active, beginning with the date of first advertisement and ending with the date of contract award, no Bidder shall have any communication with any employee or contractor of District about this RFP except for Joy Kuhlmann, Contracts and Procurement Manager. Violations of this requirement may result in disqualification of Bidder.

4.09 PUBLIC INFORMATION/CONFIDENTIALITY: The District understands that Bidders may include within their proposal information that is deemed confidential in the opinion of the Bidder. The Bidder must understand that the District is subject to clear legislation governing open records and public information requests within the State of Washington. Bidders must clearly mark portions of their proposal that they feel are exempt from disclosure pursuant to RCW 42.56 or any other state and federal statute and include an explanation as to why they believe the indicated documents are exempt. The District will not be bound by any blanket confidentiality agreements, and the District makes no assurances that confidential materials will be held in confidence if they are not deemed qualified for exemption.

4.10 Bidder acknowledges the obligations for maintaining the confidentiality of student records and access to the parents and students of such records in accordance with the Family Education Rights and Privacy Act (FERPA).

4.11 SAMPLE CONTRACT

A. Bidder shall review the attached Sample Contract (Exhibit B). Bidder shall be prepared to execute this document if selected. If Bidder would like to request revisions to the Sample Contract terms, Bidder shall submit a statement in the Appendix of its proposal

indicating any terms that it would like to negotiate, within the parameters of the awarded cooperative agreement. These terms should be clearly identified by reference to the Section number of the Sample Contract where the terms can be found. Bidder shall clearly indicate the suggested revisions to terms. District reserves the right to negotiate these contract terms with the selected Bidders.

PART 5 – EVALUATION, WEIGHTED CRITERIA and AWARD

5.01 EVALUATION

A. Once received, Proposals will be evaluated for responsiveness. A Proposal will receive a pass/fail determination for each of the following criteria:

1. Submission electronic mailfile bid.
 - a. Link: **<https://mailfile.nsd.org/filedrop/bids>**
2. Proposal contains the minimum required sections indicated in Section 4 of the RFP.
3. Bidder provided an active Washington Business License number.
4. Bidder is not debarred from receiving government funds. Confirmed by District through SAM.gov
5. All required forms have signatures of an authorized person.
6. Bidder is able to provide all products and services requested in Section 3 of the RFP.
7. Any other criteria which may be relevant to this determination. District reserves the right to follow up with the Bidder to request additional information to determine responsiveness.

B. If a Quote/Proposal receives a pass score from the responsiveness evaluation, it will proceed to responsibility evaluation. Evaluations will be based on the criteria listed below. The District will assign points to each responsive proposal at its own discretion.

*RESPONSIBILITY SELECTION CRITERIA ***Awards per Price on Cost Proposal and ability to accommodate delivery schedules*

Criteria	Point Value
Price	60
Delivery	30
References and Previous Experience with school district	10

TOTAL POINTS AVAILABLE:	100
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- C. Points for Price will be awarded based on the proposed total cost for services.
 - 1. Lowest price for products will receive a score of 60
 - 2. Pricing scores will be reduced by 3 points for next lowest, etc. In the event that proposals indicate the same cost, they will receive the same numerical score.
- D. Points for Delivery will be assessed based on ability to meet District schedules
- E. Points for experience and references will be based on previous experience working with school districts, and/or other government agencies.
- F. The District reserves the right to contact Bidders to clarify proposals and/or ask for additional information or samples.
- G. The District reserves the right to waive any irregularity in any proposal, to accept or decline any and/or all of the proposals, to take no action whatsoever, and/or to request the submittal of new proposals. All proposals submitted become the property of the District and will not be returned.

5.02 AWARD

- A. District will issue a Notice of Intent to Award contract to the lowest, responsible, responsive Bidder(s) meeting District needs. All Bidders who submitted a proposal will be notified in writing of this decision.
- B. Awarded Contractor(s) recommendation will be presented to Northshore School District Board of Directors on a consent agenda for approval.

5.03 DISQUALIFICATION OF BIDDERS

- A. The District in its discretion may determine that a Bidder is not responsive and reject its proposal for any of the following reasons:
 - 1. Evidence of collusion with any other Bidder or Bidders. Participants in such collusion shall be disqualified from submitting any further proposals.
 - 2. If District determines that Bidder is not qualified to perform the contract.
 - 3. Unsatisfactory performance record, and/or references, judged from the standpoint of conduct of service, or progress, as shown by past or current service for the District.
 - 4. Failure to pay or settle bills on any former or current contracts.
 - 5. If the Bidder has previously defaulted in the performance of a written public contract or has been convicted of a crime arising from a previous public contract.
 - 6. Any other inability, financial or otherwise, to perform the contract.
 - 7. For any reasons deemed improper as determined from a pre-award survey of Bidder's capability to perform.

8. Any proposal submitted by a Bidder who is not registered or licensed as may be required by the laws of Washington State.

5.04 EXCEPTIONS

A. Bidder is expected to provide services compliant with the requirements included in Section 3 above. If Bidder is not able to meet these requirements, Bidder may submit a statement in the Appendix of its proposal indicating any requirements which cannot be met. These requirements should be clearly identified by reference to the Section number of the RFP where the requirements can be found. Bidder shall provide a detailed statement indicating why these requirements cannot be met. District reserves the right to evaluate these requirements and determine whether the proposal is non-responsive or remove the requirement from consideration for all proposers and equitably evaluate all proposals based on the revised requirements.

- 5.05 PROTEST PROCEDURE: District's Protest Procedure can be found on the website at <https://www.nsd.org/our-district/departments/business-services/purchasing/business> .

*****See Attachments and Exhibits included with RFP*****

ATTACHMENT A1

COST PROPOSAL

Please detail your proposed costs below. All costs should be represented on this attachment, or in the excel sheet included. Please add additional information as may be necessary to represent your costs.

ATTACHMENT A2 COST PROPOSAL (2)		BIDDER:			
NORTHSHORE SCHOOL DISTRICT, BOTHELL WA					
RFP# 2024-07-17 DAIRY PRODUCTS					
Item#	Item	Quantity	Unit ea	Unit of Measure	Price per U/M
1	Buttermilk Low Fat	2,887	Quart		
3	Milk, Chocolate, Nonfat, Grade A	809,050	1/2 Pint		
4	Milk, White, Low Fat (1%), Grade A	161,303	1/2 Pint		
5	Milk, White, Low Fat (1%), Grade A	138	Gallon		
6	Milk, White, Low Fat (1%), Lactose Free, Grade A	320	1/2 Pint		
7	Milk, White, Skim, Grade A	1201	1/2 Pint		
10	Sour Cream, Nonfat	126	8-lb Container		
11	Yogurt, Plain Low Fat	50	1 Quart		
12	Yogurt, Vanilla Low Fat	6900	1 Quart		
13	Apple Juice, 4 oz	192000	4 oz		
14	Orange Juice, 4 oz	26000	4 oz		

ATTACHMENT B

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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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 C

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.

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 D

**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.

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 D1

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 D2 - FEDERAL FUNDS
CERTIFICATIONS**

FEDERAL CERTIFICATIONS

FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies (NORTHSHORE SCHOOL DISTRICT) may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned with proposal.

The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree (A)? _____	Initials of Authorized Representative of offeror
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(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating Agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if Participating Agency believes, in its sole discretion that it is in the best interest of Participating Agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by Participating Agency as of the termination date if the contract is terminated for convenience of Participating Agency. Any award under this procurement process is not exclusive and Participating Agency reserves the right to purchase goods and services from other offerors when it is in Participating Agency's best interest. **Does**

offeror agree (B)? _____ **Initials of Authorized Representative of offeror**

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide (C) by the above? _____	Initials of Authorized Representative of offeror
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**ATTACHMENT D2 - FEDERAL FUNDS
CERTIFICATIONS**

(D) **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations

(29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree (D)? _____	Initials of Authorized Representative of offeror
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(E) **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree (E)? _____	Initials of Authorized Representative of offeror
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(F) **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree (F)? _____	Initials of Authorized Representative of offeror
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(G) **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—**Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-

**ATTACHMENT D2 - FEDERAL FUNDS
CERTIFICATIONS**

Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree (G)? _____	Initials of Authorized Representative of offeror
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(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does offeror agree (H)? _____	Initials of Authorized Representative of offeror
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(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, 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 in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than 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 in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree (I)? _____	Initials of Authorized Representative of offeror
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RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that

**ATTACHMENT D2 - FEDERAL FUNDS
CERTIFICATIONS**

offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? _____ Initials of Authorized Representative of offeror

PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR – 2 C.F.R. §200.322

Participating Agency and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds

\$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines..

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of offeror that are directly pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

**ATTACHMENT D2 - FEDERAL FUNDS
CERTIFICATIONS**

Does offeror agree? _____ Initials of Authorized Representative of offeror _____

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____ 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

EXHIBIT A

2023-2024 Northshore School Building Information

—SENIOR HIGH SCHOOLS

Bothell Sr. High
(425) 408-7000 FAX 408-7002
9130 NE 180 ST
Bothell, WA 98011-3360

Inglemoor Sr. High
(425) 408-7200 FAX 408-7202
15500 Simonds RD NE
Kenmore, WA 98028-4430

North Creek Sr. High
(425) 408-8800 FAX 408.8802
3613 191st Place SE
Bothell, WA 98012-7689

Woodinville Sr. High
(425) 408-7400 FAX 408-7402
19819 136 AVE NE
Woodinville, WA 98072-8775

Secondary Academy for Success
(425) 408-6600 FAX 408-6602
22107 23 DR SE
Bothell, WA 98021-4409

Innovation Lab HS
(425) 408-6200 FAX 408-6202
2020 224th ST SE
Bothell, WA 98021

—MIDDLE SCHOOLS

Canyon Park Middle School
(425) 408-6300 FAX 408-6302
23723 23 AVE SE
Bothell, WA 98021-9644

Kenmore Middle School
(425) 408-6400 FAX 408-6402
20323 66 AVE NE
Kenmore, WA 98028-2052

Leota Middle School
(425) 408-6500 FAX 408-6502
19301 168 AVE NE
Woodinville, WA 98072-8426

Northshore Middle School
(425) 408-6700 FAX 408-6702
12101 NE 160 ST
Bothell, WA 98011-4141

Skyview Middle School
(425) 408-6800 FAX 408-6802
21404 35 AVE SE
Bothell, WA 98021-7832

Timbercrest Middle School
(425) 408-6900 FAX 408-6902
19115 215 Way NE
Woodinville, WA 98077-7191

—ELEMENTARY SCHOOLS

Arrowhead Elementary
(425) 408-4000 FAX 408-4002
6725 NE Arrowhead Drive
Kenmore, WA 98028-4343

NS Learning Options @ Bear Creek Campus
Northshore Networks, 1-12
Northshore Family Partnership, 1-8
Northshore Online Academy
(425) 408-4100 FAX 408-4102
18101 Avondale RD NE
Woodinville, WA 98077-9183

Canyon Creek Elementary
(425) 408-5700 FAX 408-5702
21400 35 AVE SE
Bothell, WA 98021-7832

Cottage Lake Elementary
(425) 408-4200 FAX 408-4202
15940 Avondale RD NE
Woodinville, WA 98077-9167

Crystal Springs Elementary
(425) 408-4300 FAX 408-4302
21615 9 AVE SE
Bothell, WA 98021-7609

East Ridge Elementary
(425) 408-4400 FAX 408-4402
22150 NE 156 PL
Woodinville, WA 98077-7489

Fernwood Elementary
(425) 408-4500 FAX 408-4502
3933 Jewell RD
Bothell, WA 98012-7331

Frank Love Elementary
(425) 408-4600 FAX 408-4602
303 224 ST SW
Bothell, WA 98021-8335

Hollywood Hill Elementary
(425) 408-4700 FAX 408-4702
17110 148 AVE NE
Woodinville, WA 98072-9053

Kenmore Elementary
(425) 408-4800 FAX 408-4802
19121 71 AVE NE
Kenmore, WA 98028-2618

Kokanee Elementary
(425) 408-4900 FAX 408-4902
23710 57 AVE SE
Woodinville, WA 98072-8625

Lockwood Elementary
(425) 408-5800 FAX 408-5802
24118 Lockwood RD
Bothell, WA 98021-9419

Maywood Hills Elementary
(425) 408-5000 FAX 408-5002
19510 104 AVE NE
Bothell, WA 98011-2401

Moorlands Elementary
(425) 408-5100 FAX 408-5102
15115 84 AVE NE
Kenmore, WA 98028-4709

Ruby Bridges Elementary
(425) 408-8700 FAX 408-8702
20510 49th DR SE
Woodinville, WA 98072

Shelton View Elementary
(425) 408-5200 FAX 408-5202
23400 5 AVE W
Bothell, WA 98021-8529

Sunrise Elementary
(425) 408-5300 FAX 408-5302
14075 172 AVE NE
Redmond, WA 98052-2197

Wellington Elementary
(425) 408-5900 FAX 408-5902
16501 NE 195 ST
Woodinville, WA 98072-8414

Westhill Elementary
(425) 408-5500 FAX 408-5502
19515 88 AVE NE
Bothell, WA 98011-2137

Woodin Elementary
(425) 408-5400 FAX 408-5402
12950 NE 195 ST
Bothell, WA 98011-2537

Woodmoor Elementary
(425) 408-5600 FAX 408-5602
12225 NE 160 ST
Bothell, WA 98011-4167

—SPECIAL PROGRAMS

Sorenson Early Childhood Ctr.
(425) 408-5570 FAX 408-5572
19705 88 AVE NE
Bothell, WA 98011-2121

ATP – Support Services Bldg.

***ATI – Bothell HS**
Located at ILHS until further notice



Northshore School District

Purchasing EXHIBIT B

3330 Monte Villa Parkway
Bothell, WA 98021-8972
425-408-7651

MASTER AGREEMENT RFP# 2024-07-17 DAIRY PRODUCTS

VENDOR

EFFECTIVE DATE: AUGUST 15, 2024

Master Agreement made as of the DDth day of MM 2024, between Northshore School District (NSD) and Vendor name (Vendor), who agree as follows:

1. **Term of Agreement:** The term of this Agreement is from August 15, 2024 through August 14, 2025.
2. **Goods/Services:** Vendor was awarded contract as a result of a competitive Invitation for Bid process, RFP# 2024-07-17 Dairy Products, to provide milk and beverages for student purchase at all schools, that meet USDA Guidelines. In the event that the terms of the scope of work conflict with the terms of this Agreement, the terms of this Agreement shall prevail.

Vendor Proposal, and all accompanying required Attachments (A, B, C, D, D1, D2, E) are included, referenced, and incorporated herein to create binding agreement between both parties.

3. **Invoices:** In consideration for the services rendered as set forth herein, NSD shall pay Vendor according to product awarded price list from bid proposal, referenced and incorporated herein, provided Vendor is not in default in the performance of any of its duties or obligations. The Vendor shall leave printed invoice(s) at delivery site at the time of delivery. District payment term is Net30.
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 Vendor under this Agreement in connection with the Work or for subsequent projects, regardless of whether Vendor is a consultant or otherwise participating in such subsequent projects. Vendor 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. **Confidentiality:** Vendor shall exercise reasonable efforts to avoid the disclosure of business or technical information provided by NSD to Vendor, except as otherwise approved by NSD, in writing or electronic communications, as reasonably necessary for performance of the Work. Vendor shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, SUPER and all other Washington privacy statutes. To the extent that Vendor may be exposed to confidential information, including but not limited to personally identifiable information from student records, pursuant to the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1231(g), et seq., (FERPA) and the Individuals with Disabilities Education Act, 20 U.S.C. Section 1400, et seq., (IDEA), Vendor acknowledges that all documents which include personally identifiable information contained in or derived from a student's education records are deemed confidential pursuant to FERPA and IDEA. Vendor agrees not to re-disclose any such

personally identifiable information without the prior written consent of the student's parent or the student, in the case of students who have reached the age of majority, or unless re-disclosure is otherwise authorized by law. Vendor agrees to return all documents deemed confidential pursuant to FERPA and/or IDEA to NSD at the conclusion of this contract. Personal identifiable student information or any other information declared confidential by NSD shall not be disclosed unless authorized in writing by NSD. This confidentiality obligation shall survive termination of this Agreement.

6. **Compliance with laws:** Vendor 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 Vendor 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 Vendor 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 Vendor 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.

Vendor'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 Vendor or NSD shall pay costs associated with the record check.

Vendor'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 Vendor 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.

7. **Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters:** Vendor certifies that, to the best of their knowledge/belief that neither the Vendor 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, as signed and attested to in Attachment D of bid proposal.
8. **Federal Certification:** Vendor certifies that they are in compliance and agreeance with Federal Acquisition Regulations provided in 7 CFR 210.21(d) as certified through Federal Certification documents within bid response, incorporated herein for reference.
9. **Contractor Wage Certification:** Pursuant to legislative enactment in 2017, RCW 39.26.160(2) & (4) requires responsible bidder criteria to include Vendor certification that the Vendor has not willfully violated Washington's wage laws.

The Vendor hereby certifies (by authorized Vendor signature incorporated from Attachment D1 Wage Certification) 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.

10. **Relationship of parties:** Vendor, its employees and agents are contracting with NSD as an independent Vendor. This Agreement does not create any relationship with NSD of employer and employee, master and servant, principal and agent, or landlord and tenant. Vendor 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. Vendor and persons engaged by the Vendor 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 Vendor, employees or agents. Vendor expressly waives any immunity or limitations (e.g. on

the type or amount of damages, compensation, benefits or liability payable by Vendor) 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). Vendor shall provide an IRS Form W-9 "Request for Taxpayer Identification Number and Certification" to NSD upon request.

11. **Standard of Care:** The Work performed, findings obtained, and recommendations prepared by Vendor 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 Vendor by this Agreement.
12. **Governing Laws:** This Agreement shall be governed and construed in accordance with the laws of the State of Washington.
13. **Assignment:** Neither Vendor or NSD shall assign any right or delegate any duty under this Agreement without the prior written consent of the other. Vendor may subcontract portions of the Work to other Vendors 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.
14. **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 Vendor to NSD. All previous proposals, offers, and other communications relative to the provisions of these services by Vendor, 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.
15. **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.
16. **Waiver of Terms and Conditions:** The failure of Vendor 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 Vendor 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.
17. **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.
18. **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.
19. **Indemnification:** The Vendor 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 Vendor, its officers, agents, employees or volunteers.

NSD shall defend, indemnify, and hold the Vendor, 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.

20. **Insurance:** If indicated below, Vendor 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 Vendor 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.

21. **COVID-19 Protocols:** District adheres to State of WA Department of Health recommendation and guidelines as needed.

22. **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 for cause if the Vendor 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 Vendor 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**

VENDOR: 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.