



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

BID EXTENSION!
REQUEST FOR PROPOSALS
BEHAVIOR SPECIALIST SERVICES

RFP# 2024-07-22 EXTENSION
~~DUE: JULY 22, 2024 at 10 AM~~
EXTENDED DUE DATE: 7/31/2024 at 10 am

Notice is hereby given that proposals will be received by the Northshore School District No. 417, Bothell, WA, hereinafter referred to as District, from qualified Bidders for Behavior Specialist Services. The estimated annual expenditure is approximately \$2.5 million dollars. Federal funding resources are comingled with District funding resources, therefore Federal public procurement process must be followed. The scope of work will include, but not be limited to, providing supervision and support to students. The District intends to execute multiple contracts for a one-year term with four additional one-year optional extensions.

- **Proposals are due at 10:00 AM, ~~July 22, 2024.~~**
JULY 31, 2024 at 10:00 AM
- Estimated value of contract: \$2,000,000.00 - \$2,500,000.00

Each proposal shall be in accordance with the Request for Proposal Document. The Northshore School District reserves the right to reject any or all proposals, and to waive any informalities or irregularities in the RFP process. The Request for Proposal 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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AND JULY 25, 2024

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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 36 schools.

The District is seeking qualified and experienced staffing agencies, or other companies, that will provide Behavioral Specialists to provide assistance to students and their families/guardians.

1.01 OBJECTIVES: District is seeking an experienced, knowledgeable Bidder, who can provide the District with qualified, professional behavior specialists as defined in WA State Administrative Code, to support the behavior needs of Special Education students, or other identified students in the District. The District intends to execute multiple contracts for one-year terms, to include four (4) additional one-year optional extensions. (5-year contract maximum)

1.02 INTERLOCAL COOPERATION ACT RCW 39.34: 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 extend pricing and terms and conditions to other public agencies in accordance with the resulting awarded Contract. District will not have any responsibility or liability for orders issued by other public agencies or political subdivisions utilizing the District's contract through an Interlocal Agreement.

PART 2 – GENERAL INSTRUCTIONS TO BIDDERS

2.01 Northshore School District (“District”) is requesting proposals from qualified bidders to provide behavioral support to District students. District intends to award contract(s) to the lowest, responsive, responsible Bidder(s) that can accommodate the needs of the District.

2.02 Bidder shall submit their proposal through the secure Mailfile link provided: <https://mailfile.nsd.org/filedrop/bids>. Ensure “Subject” line indicates Response RFP# 2024-07-22 EXTENSION Behavior Specialists Services. 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 multiple contracts to create a roster of responsive and responsible Bidders whose proposal offers the best overall value to the District. Additional information about scoring of proposals can be found in Section 5 below.

2.03 The term of this contract will run from September 1, 2024 through August 31, 2025, with options to annually extend for an additional 4 years. Final term date would 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 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>
6/18 /2024	1 st Advertisement Date in Seattle DJC
6/25/2024 7/25/2024	2 nd Advertisement Date in Seattle DJC 3rd Advertisement for BID EXTENSION
7/15 /2024 at 3:00 PM	Last Day to Submit Questions or Requests for Clarifications
TBD	Publish addenda as necessary
7/22/2024 at 10 AM 7/31/2024 at 10 AM	EXTENDED Bid Due Date
7/31/2024	Notice of Intent to Award (All Bidders Notified) 8/05/2024
8/12/2024	Board Agenda - Contract Awarded
9/01/2024	Contract Period Begins
September 3, 2024	First Day of School 2024-2025

PART 3 – SCOPE OF SERVICES AND SPECIFICATIONS

3.01 PURPOSE: The District intends to create a roster of awarded, federal compliant, Contractors that provide lowest, responsive, responsible, bids to support the need for behavior specialists required to serve students and their families/guardians. The successful Bidder(s) must meet or exceed (but not limited to) the following criteria:

- A. Provide the supervision and support that students shall receive under the direction of District-certified staff members for each learning activity; record data during the monitoring of student performance.
- B. Monitor and record behavior including any use of emergency response protocol procedures per District record keeping practices. Bidder will provide monthly data and reports and will work with the District regarding the format of that data. Reports may include adaptive behavior and academics for assigned students.
- C. Assist with adaptive skills such as dealing with toileting, menstruation, masturbation, lifting, etc.
- D. Work with physical, verbal and self-injurious aggressive behavior.
- E. Track and monitor use of restraint and isolation in an effort to reduce frequency of such occurrence.
- F. Have ability to utilize or be trained by District staff in use of assistive technology including communication systems.
- G. Collaborate with school teams and follow District requirements for communicating student information. Bidder will follow District directives around contact with families and District staff.
- H. May potentially need to assist students within the family home.
- I. Have knowledge of and a willingness to be trained on Autism.
- J. Be knowledgeable about trauma informed practices.
- K. Train agency staff on positive behavior supports and behavior management.
- L. Maintain professional appearance, conduct and appropriate boundaries in the performance of this contract.
- M. Ride the bus with a student or provide transportation to and from school as requested.
- N. Provide academic and behavior support that is in alignment with IEP goals.
- O. Provide all aspects of elimination and hygiene to include:
 - 1. Able to lift and transport students by self, with help and/or lift device.
 - 2. Understand use of various life techniques and equipment.
 - 3. Provide diaper changes.
- P. Provide for all aspects of environmental safety to include:
 - 1. Understand use of various equipment, e.g. walker, wheelchair, stander device, Stryker Chair.
 - 2. Assist with student evacuation during building emergency drills and/or actual emergency events.
 - 3. Able to stay with the student in the event of an emergency or building lock-down that extends beyond the school day.
- Q. Provide assistance with psycho-social and developmental needs to include:
 - 1. Understand developmental needs of school-age child.
 - 2. Assist with specialized social needs, e.g. non-verbal students.

3. Follow specialized plans/goals or behavior plans.
4. Assist and provide training for students to develop independence to the extent possible and as outlined in care plans/IEP, e.g. ability to get help when needed or provide self-care.
- R. Bidder is responsible for following District procedures associated with federal and state laws governing the education of students. In an effort to clarify agency staff roles, please be aware that the Bidder will be required to report any isolation or restraint events in which they are involved to the classroom special education teacher. (RCW 28A.600.485)
- S. Fully comply with all substantive and procedural requirements and limitations otherwise imposed upon public school districts by any state or federal constitutional, statutory, or administrative code provision respecting any action or inaction that directly or indirectly affects or could affect a student or his/her parent/(s) or custodian(s), or their property.
- T. Respond to reasonable request by the District for any documentation.
- U. Immediately notify the District of any complaints regarding services, conditions, or treatment of contracted students. Such notification is not limited to formally written complaints to OSPI, but shall include complaints or concerns brought to the attention of Bidder by parents of students contracted by the Bidder by the District.
- V. Comply with applicable state and federal requirements for Special Education.
- W. Provide to the District the names of employees and their assignments to District students prior to the start of service and provide updates when changes in assignments occur.
- X. Names of providers and their assignment locations will appear on each invoice.
- Y. Bidder will refrain from soliciting business from parents of District students.
- Z. Bidder will inform the District's contact of any personnel cancellations no later than two (2) hours prior to reporting time and will work with the District's contact to provide replacement personnel.
- AA. Bidder acknowledges that the district may require as few as one (1) specialist and as many as ten (10) specialists per school year. The number of personnel required is an estimate and the District reserves the right to alter quantities throughout the Agreement period as necessary to best meet the needs of the District.
- BB. District will immediately notify the Bidder should any of its personnel or subcontractors assigned to the District fail to report for work as scheduled.
- CC. Bidder will commit to the District's school calendar schedule. Daily hours may vary from four (4) to eight (8) hours as described by the District's calendar. Days of the week may vary based on the District's calendar.
- DD. Bidder shall invoice District for all work completed as of the date of invoice. Invoices shall be paid in full by District upon approval of the invoice for actual Work Performed.
- EE. Bidder will provide trained, certified personnel within ten (10) school days after notification of need by the District unless specific emergency needs arise at which time the District and Bidder will work towards a mutually agreeable solution.

3.02 REQUIRED QUALIFICATIONS

- A. In order to be considered as a qualified applicant, each Bidder must submit evidence regarding experience and capability in providing successful behavioral specialist services. The experience, responsibility, and work of the Bidder will be considered in the evaluation of proposals.
- B. Any proposing Bidder shall have provided similarly contracted services for at least three (3) other public agencies. Bidder must provide a list of references in Attachment A. The

District reserves the right to obtain references via the Bidder's submitted list, its own contacts, or in any other way available to the District.

- C. Bidder certifies that all state and federal endorsement and certification requirements are met and maintained by Bidders' employees and the Bidder will provide said endorsements and certifications upon request.
- D. Agency staff will be current on Agency Certification(s) including CPR/First Aid and CPI de-escalation and restraint processes. Staff shall be trained on how to safely handle bodily fluids.
- E. Bidder will follow its standard employment policies and procedures to verify that all personnel meet applicable licensing requirements. Bidder or its subcontractor, if applicable, will maintain direct responsibility as employer for payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, workers compensation, and unemployment insurance.
- F. If the District determines that an employee provided by the Bidder is incompetent, has engaged in misconduct, or has been negligent, the District may require the individual to leave the premises and will notify the Bidder immediately. The District's obligation to compensate for such individual's services will be limited to the number of hours actually worked. The Bidder will not reassign the individual to the District without prior approval from the District.
- G. Bidder will supply personnel under this Agreement at the rates listed on the Proposal Form document.
- A. District reserves the right to interview personnel assigned to the District to ensure the best fit for the student prior to providing service for the student.

PART 4 – INSTRUCTIONS FOR BID SUBMITTAL

Bidder must submit a complete quote/proposal in accordance with the requirements of Section 4 below. All costs in submitting a proposal, responding to inquiries, and if requested, demonstration of services shall be borne in full by the interested Bidder.

4.01 PREPARATION OF QUOTE/PROPOSAL FORMS

Interested Bidders are advised to provide as much detail as possible pertaining to their capabilities and experience to the services outlined in this proposal; however, Bidders should not include extraneous marketing materials. Information shall be presented in a clear, comprehensive, and concise manner and in the format prescribed below.

- A. At a minimum, each proposal must include the following items:
 - 1. Cover Letter
 - 2. Company Information and References (Attachment B)
 - 3. Bid Certification (Attachments C)
 - 4. All Certifications (Attachment D, D1, D2)
 - 5. Technical Proposal
 - 6. Cost Proposal (Attachment A)
- B. The proposal shall be organized in the following format:
 - 1. Cover Sheet

2. Company Information and References
3. Technical Proposal
4. Cost Proposal
5. Include all required signed certification forms
6. Appendix - Identify any exceptions to consider from the RFP or Sample Agreement.

C. TAXES

Proposals are not to include sales tax. Invoices must include appropriate tax based on location of services. District has four (4) different tax codes across King and Snohomish Counties. The District is exempt from Federal Excise Taxes.

D. 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.

4.02 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.

4.03 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.

4.04 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.

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.

4.05 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.

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).

4.06 SAMPLE CONTRACT

A. Bidder shall review the attached Sample Contract (Exhibit A). 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. On-time Submission to District mailfile server: <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 and the cover letter have signatures of an authorized person.
 6. Bidder is able to provide all equipment, 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

CRITERIA	POINT VALUE
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Price: 35 pts, reduce by 3 points next lowest	35
Technical proposal	30
Prior Experience of Bidder, Including References	25
Overall Quality of Proposal	10
TOTAL POINTS AVAILABLE:	100

- C. Proposal Quality refers to the overall quality of the proposal submitted by the Bidder. This includes completeness, compliance with proposal instructions, organization, spelling and grammar, and conciseness of descriptive text material.
- D. Points for Price will be awarded based on the proposed total cost for services.
 - 1. The lowest ~~RN or LPN~~ rates cost will be awarded a score of 35.
 - 2. The second lowest rate will be awarded a score of 32.
 - 3. 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.
- E. The District reserves the right to contact Bidders to clarify proposals and/or ask for additional information. This may include requests for demonstration of services proposed.
- F. 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.
- G. District may select Bidders with the highest evaluation scores to proceed to an interview/demo stage at District’s discretion. Interviews may include Q&A, service demonstrations, and any other format the District selects. The form and schedule of interviews will be at the sole discretion of the District and will be communicated by written correspondence at the time Bidders are notified of interview selections.

5.02 AWARD

- A. Once scoring is complete, District will determine which Bidders have the highest total scores. District will issue a Notice of Intent to Award contract to the highest-ranked Bidder meeting District needs. All Bidders who submitted a proposal will be notified in writing of this decision.
- B. Awarded Contractor recommendation(s) will be presented to Northshore School District Board of Directors on a consent agenda for approval.

5.03 DISQUALIFICATION OF BIDDERS

The District in its discretion may determine that a Bidder is not responsive and reject its proposal for any of the following reasons:

- A. Evidence of collusion with any other Bidder or Bidders. Participants in such collusion shall be disqualified from submitting any further proposals.
- B. If District determines that Bidder is not qualified to perform the contract.
- C. Unsatisfactory performance record, judged from the standpoint of conduct of service, or progress, as shown by past or current service for the District.
- D. Failure to pay or settle bills on any former or current contracts.
- E. 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.
- F. Any other inability, financial or otherwise, to perform the contract.
- G. For any reasons deemed improper as determined from a pre-award survey of Bidder's capability to perform.
- H. 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

Bidder is expected to provide services compliant with the requirements included in Section 2 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*****

EXTENSION; DUE DATE 7/31/2024 at 10 am

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): _____

Include NSD Substitute W9 _____

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: _____

NORTHSHORE SCHOOL DISTRICT NO. 417
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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: _____

EXTENSION; DUE DATE 7/31/2024 at 10 am

ATTACHMENT A

COST PROPOSAL

Please detail your proposed costs/rates within this Attachment A.. All costs should be represented on this attachment. Please add additional information as may be necessary to represent your costs.

EXTENSION; DUE DATE 7/31//2024 at 10 am

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 _____.

EXTENSION; DUE DATE 7/31/2024 at 10 am

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.

NORTHSHORE SCHOOL DISTRICT NO. 417
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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

EXTENSION; DUE DATE 7/31/2024 at 10 am

FEDERAL CERTIFICATIONS - D2
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.

A. Does Offeror agree? _____ Initials of Authorized Representative of offeror _____

(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.

B. Does Offeror agree? _____ 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

NORTHSHORE SCHOOL DISTRICT NO. 417
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contract, the equal opportunity clause is incorporated by reference herein.

C. Does Offeror agree? _____ Initials of Authorized Representative of offeror _____

(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.

D. Does Offeror agree? _____ Initials of Authorized Representative of offeror _____

(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.

E. Does Offeror agree? _____ Initials of Authorized Representative of offeror _____

(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.

EXTENSION; DUE DATE 7/31/2024 at 10 am

F. Does Offeror agree? _____ Initials of Authorized Representative of offeror _____

(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-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.

G. Does Offeror agree? _____ Initials of Authorized Representative of offeror _____

(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.

H. Does Offeror agree? _____ Initials of Authorized Representative of offeror _____

(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.

I. Does Offeror agree? _____ Initials of Authorized Representative of offeror _____

EXTENSION; DUE DATE 7/31/2024 at 10 am

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 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 Offeror agree? _____ Initials of Authorized Representative of offeror _____

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 _____

NORTHSHORE SCHOOL DISTRICT NO. 417
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BIDS DUE: 7/22/2024 at 10 am

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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.

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

FEDERAL CERTIFICATION

Offeror agrees to comply and certify 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 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: _____

EXTENSION; DUE DATE 7/31/2024 at 10 am

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



MASTER AGREEMENT
RFP# 2024-07-22 BEHAVIOR SPECIALIST SERVICES
VENDOR
EFFECTIVE DATE: SEPTEMBER 1, 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 September 1, 2024 through August 31, 2025.
- 2. Goods/Services:** Vendor was awarded contract as a result of a competitive Invitation for Bid process, IFB# 2024-07-22 Behavior Specialist Services, to provide behavior support for student(s) and families. 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, PPR, 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 provided within RFP and 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.

Certificate Holder: Northshore School District, 3330 Monte Villa Parkway, Bothell, WA 98021

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 for Convenience: This Agreement may be terminated by either party by giving thirty (30) days written notice to the other party. 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.

23. Termination for Breach: Either party may terminate this Agreement in its entirety in the event of the other party's breach of a material provision of this Agreement, which breach is not cured within thirty (30) days after the non-breaching party notifies the breaching party of such breach. To terminate the Agreement, the non-breaching party must send the breaching party written notice describing in detail the nature of the alleged material breach. The breaching party shall have thirty (30) days from receipt of such notice to correct or cure said breach. Failure to correct or cure said material breach within the thirty (30) day period shall permit the non-breaching party to immediately terminate this Agreement at the end of such thirty (30) day period.

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.

SAMPLE