



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

# REQUEST FOR PROPOSALS

## VENDING SERVICES RFP# 2025-05-15

*DUE: May 15, 2025 by 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 district-wide vending services for snacks and beverages. The District is requesting proposals to replace existing vending machines. The scope of work will include, but not be limited to, supplying USDA smart-snack compliant items where required, maintenance and support of vending machines, installation of new machines, relocation when needed, tracking of and sending commissions, as well as removal at end of contract. Vendor approved products will be sold in vendor provided machines.

- **Proposals are due by 10:00 AM, May 15, 2025.**
- Estimated expense to District: None
- Each proposal shall be in accordance with the Request for Proposal (RFP) 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.

### Advertisements

- Daily Journal of Commerce (DJC) Seattle published: May 11, 2025 and May 18, 2025
- WEBS portal: <https://pr-webs-vendor.des.wa.gov/>
- OMWBE: <https://omwbe.wa.gov/small-business-assistance/bids-contracting-opportunities>
- Northshore School District website: <https://www.nsd.org/our-district/departments/business-services/purchasing/business>

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## **PART 1 – OVERVIEW**

Northshore School District No. 417 (District) was founded in 1959 and is located in Bothell, WA. Over 22,000 students are currently served amongst 36 schools.

There are approximately 49 (forty-nine) vending machines distributed throughout the District. Some vending machines at secondary school sites are owned, operated, and stocked by District Food and Nutrition Services (FNS) as an alternate lunch resource for students. District is seeking vending resources for machines not supported by FNS throughout the District that are placed in designated areas within school buildings, such as outside of gym, and include staff lounges; as well as locations at administrative office buildings. Snacks and/or beverages for non-FNS machines are to be sold through the awarded vendor provided machines. The intent is to award a single contract to the awarded provider in order to ensure consistency in services throughout the District, compliance with contract, equitable commission rates for all machines, and that all items within student accessible locations are compliant with Federal nutrition guidelines.

The District reserves the right to add, delete, or relocate machine locations over the course of the contract. District location addresses provided in EXHIBIT B.

**1.01 OBJECTIVES:** District is seeking a vending service provider that can provide the District with product variety, low cost to customer, responsive customer service to support individual vending units, provide commission to schools, as well as maintain Smart Snack/USDA Federal food guidelines in student accessible areas. The District intends to award a contract for 3-years, with the option to annually renew after initial term.

**1.02 DEFINITION SMART SNACK COMPLIANCE:** Smart Snack means food items that meet the nutritional standards set by the US Department of Agriculture (USDA) for snacks sold in schools. The term is most commonly used in relation to snacks sold in school vending machines, cafeterias, and snack bars. A guide to Smart Snacks in School may be found through this link, <https://www.fns.usda.gov/tn/guide-smart-snacks-school>.

**1.03 CONFLICTS OF INTEREST:** No district employee may employ or use any person, money, or school property under the employee’s official supervision, control or direction for the private gain of that employee or another. Purchasing decisions are made on the basis of objectivity and shall not be influenced by friendships or other personal relationships.

## **PART 2 – GENERAL INSTRUCTIONS TO BIDDERS**

**2.01** Northshore School District (“District”) is requesting quotes/proposals from qualified bidders to replace existing vending machines, and to manage, support, and provide exceptional customer service for machines.

**2.02** Bidder shall submit their proposal through the secure Mailfile link provided at <https://mailfile.nsd.org/filedrop/bids>. Ensure “Subject” line indicates RFP# 2025-05-15 Vending

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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 Proposals will be accepted.

**2.03** District intends to award a single contract to the responsive and responsible Bidder whose proposal offers the best overall value to the District. Additional information about scoring of proposals can be found in Section 5 below.

**2.04** The term of this contract will run from **August 1, 2025 through July 31, 2028 and may be extended annually after initial term upon mutual consent of both parties..** The successful Bidder must certify that all of the services proposed are readily available and that District will not incur costs for the duration of the contract period and any optional extension terms.

**2.05** 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.

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

<u><b>Date</b></u>	<u><b>Activity</b></u>
April 11, April 18 2025	DJC ads
April 29, 2025	OPTIONAL ZOOM MEETING or Last Day to Submit Questions or Requests for Clarifications . Zoom link: <a href="https://nsd.zoom.us/j/2329147853?pwd=SXJrcDdwGxiSnlWVXpCUUFERFlwZz09&amp;omn=87962227870&amp;from=addon">https://nsd.zoom.us/j/2329147853?pwd=SXJrcDdwGxiSnlWVXpCUUFERFlwZz09&amp;omn=87962227870&amp;from=addon</a>  Meeting ID: 232 914 7853 Passcode: Purchasing
TBD	Publish addenda as necessary
May 15, 2025	Bid Due Date
Evaluation and Review	ASB Students and possible samples
May 29, 2026	Notice of Intent to Award (All Bidders Notified)
Board Meeting date June 9, 2025	Board Agenda - Contract Awarded – transition phase
8/01/2025	Contract Period Begins (August To allow transition and ready for new school year

***District reserves right to adjust timeline***

## PART 3 – SCOPE OF SERVICES AND REQUIREMENTS

**3.01** Minimum qualifications include but are not limited to:

The Vendor agrees to comply with all applicable federal, state and local laws and regulations and to obtain and maintain any and all current permits and licenses necessary to provide items awarded as a result of this solicitation.

- Submittal of bidder response per RFP instructions
- All required documents signed and included in response
- Have a current WA State Business license and Unified Business Identifier # (UBI)
- Vendor is not debarred from receiving government funds
- Been in the vending business for a minimum of 3 years, preferably in K-12 environment
- Provide references from comparable sized accounts with a large footprint/number of buildings/sites

**3.02** Scope of Services or Requirements include but are not limited to the following services requested. Provide responses to address how requirements may be fulfilled.

1. The District may not incur any fees associated with vending equipment or product. Will there be any fees associated with installation of equipment, Software, or reporting, etc?
2. How long has Bidder been in the vending business, preferably in K-12 environment?
3. Bidder must understand USDA/Smart Snack compliance requirements for **student accessible** machines.
4. Provide an example of products and pricing to stock a typical vending machine, accessible to students and Smart Snack compliant, as well as example of products to stock NON-student vending machines for staff lounges, or administrative locations.
5. Bidder understands that vending equipment installed in Staff Lounges or administrative only locations are not required to adhere to Smart Snack compliance standards.
6. Bidder must understand that this RFP is outside of the FNS-owned Vending Equipment and FNS-owned and operated machines are not subject to proprietary agreements under this RFP.
7. Vending Equipment must accept debit and credit cards as tender. Card transactions must be PCI compliant.
8. Vending Equipment must accept cash and coin as tender.
9. Bidder must provide their process and frequency for re-stocking items and how “stale dated” or soon to expire product is addressed.
10. Identify Bidder’s product request process:
11. Explain how downtime and/or out-of-order of equipment issues are resolved?

12. How do individual's receive refund for machine or product issues?
  - a. Who is the point of contact for such requests?
13. What is the notification process to the District or school, if a machine is under-performing and the vendor wishes to remove or relocate the equipment?
14. Explain how commission is calculated and the frequency of reporting commissions and how locations are issued commissions?

**3.03** Install vending machines at school-based locations stocked with approved Smart Snack compliant items and at designated Administration locations. Clearly identify and label each machine with Vendor Name and contact information to include phone number and/or email address, of how to contact for customer support or vending issues.

**3.04** Deliver, install, stock, and provide maintenance and support for machines. Coordinate delivery with designated staff per location. The awarded bidder will be required to work out a schedule for delivery with District, Location, that will minimize downtime for District schools and offices.

### **3.05 DELIVERY, INSTALLATION**

Deliver, install, stock, and provide maintenance and support for machines. Coordinate delivery with designated staff per location.

**3.06** Bidder shall propose a plan for delivery, installation, and training as part of their response. Prior to scheduling the delivery of any equipment, Bidder must provide the District with all technical and environmental requirements for the delivery and installation of the equipment including:

- Electrical circuit
  - Special grounding
  - Actual space requirements
  - Temperature limits
- A. Bidder is responsible for removing any and all packing supplies upon delivery.
  - B. Bidder is responsible for relocating equipment associated with vending machines moving to new or remodeled school sites, or relocation of vending machines associated with right- sizing of under or overused equipment.
  - C. Any equipment delivered must perform to manufacturer's specifications within two (2) days of the receipt of the equipment.

### **3.07 CUSTOMER SUPPORT, MAINTENANCE**

Bidder shall have technicians to support the District's vending machine fleet. Bidder's Customer Service will provide timely support. Bidder technicians will notify District when any machine is replaced and provide correct machine identification and serial number.

### **3.08 COOPERATIVE PURCHASING**

Interlocal Cooperation Act RCW 39.34, allows any state agency or local governments to jointly cooperate with another state agency or state local government, to enter into mutual agreements with one another for the purpose of allowing joint cooperation and use of one another's awarded contracts. Bidder must certify whether they will allow another public agency or local government to "piggyback" off of an NSD publicly solicited and competitively awarded contract as allowed per the Interlocal Cooperation Act.

## **PART 4 – GENERAL TERMS AND CONDITIONS**

Please review attached Exhibit A – Master Agreement sample that will be used for awarded contract. Bidder's response to this RFP and required documents with authorizing signature will be incorporated into the Master Agreement. If Bidder has any exceptions to RFP requirements, or general terms within Master Agreement, it must be included in bid response to be considered. District may accept or decline Bidder's exceptions requests.

## **PART 5 – INSTRUCTIONS FOR BID SUBMITTAL**

Bidder must submit a complete quote/proposal in accordance with the requirements of Section 5 below. All costs in submitting a proposal, responding to inquiries, and if requested, demonstration of services or samples of product as requested, shall be borne in full by the interested Bidder.

### **5.01 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 A.)
  - 3. Technical Proposal
  - 4. Product Pricing to Customer (Attachment E)
    - Rebate/Commission provided (if any)
  - 6. Appendix
    - a. Include all required certification forms in this section (Attachments B – D))
    - b. Identify any exceptions to consider from the RFP.

#### **B. SIGNATURES**

All required forms requiring signatures 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.

### **5.02 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.

**5.03** 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.

**5.04** Questions or requests for interpretation of specifications must be emailed to Joy Kuhlmann, Contracts and Procurement Manager, at [jkuhlmann@nsd.org](mailto: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, student, 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.

**5.05 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).

**5.06 SAMPLE CONTRACT**

Bidder shall review the attached Sample Contract (Attachment G). 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 6 – EVALUATION, WEIGHTED CRITERIA and AWARD

### 6.01 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 of proposal through secure email link provided:  
<https://mailfile.nsd.org/filedrop/bids>
  2. Proposal contains the minimum required sections indicated in Section 5 of this RFP.
  3. Bidder provided an active Washington Business License number (UBI).
  4. Bidder is not debarred from receiving government funds.
  5. All required forms and the cover letter have been submitted, and all forms requiring signature have been signed by 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 weighted scoring evaluation. Evaluations will be based on the criteria listed below. The District will assign points to each responsive proposal at its own discretion.
- C. The District anticipates inviting Secondary School ASB Student Representatives to assist in the review and evaluation process.

#### *RESPONSIBILITY SELECTION WEIGHTED CRITERIA (Student Participation)*

Criteria	Point Value
QUALITY of Proposal	10
PRICE to Customer/Consumer	30
REBATE/COMMISSION	25
PRODUCT EVALUATION and VARIETY (Samples may be requested)	20
CUSTOMER HISTORY/EXPERIENCE  References and/or Previous District Performance may be considered	15

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<b>TOTAL POINTS AVAILABLE:</b>	<b>100</b>
<b>Extra Interview Points (0-10):</b>	<b>10</b>
<b>GRAND TOTAL:</b>	<b>110</b>

- D. 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.
- E. Points for Consumer Price will be awarded based on the proposed cost for products/beverages offered through vending machine.
- F. Points assessed for best commission/rebate percentages based on sales from vending machines.
- G. Evaluation will include assessment of product and selection/variety available.
- H. 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 or sample of products proposed.
- I. 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.
- J. 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, and anticipate Student ASB Representative(s) to participate in the process. 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.

**6.02 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 will be presented to Northshore School District Board of Directors on a consent agenda for final approval.

### 6.03 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:
  - B. Evidence of collusion with any other Bidder or Bidders. Participants in such collusion shall be disqualified from submitting any further proposals.
  - C. If District determines that Bidder is not qualified to perform the contract.
  - D. Unsatisfactory performance record, judged from the standpoint of conduct of service, or progress, as shown by past or current service for the District.
  - E. Failure to pay or settle bills on any former or current contracts.
  - F. 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.
  - G. Any other inability, financial or otherwise, to perform the contract.
  - H. For any reasons deemed improper as determined from a pre-award survey of Bidder's capability to perform.
  - I. Any proposal submitted by a Bidder who is not registered or licensed as may be required by the laws of Washington State.

### 6.04 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.

**6.05 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 A

## COMPANY INFORMATION AND REFERENCES

### I. Brief Resume of Bidder

Company Name: \_\_\_\_\_

Date Established: \_\_\_\_\_

Former Names (if any): \_\_\_\_\_

\_\_\_\_\_

Type of Ownership or Legal Structure: \_\_\_\_\_

Corporate Address: \_\_\_\_\_

\_\_\_\_\_

Branch Address (if applicable): \_\_\_\_\_

\_\_\_\_\_

### II. References

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

**Reference 1:** \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Brief Description of Work Performed: \_\_\_\_\_

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**Reference 2:** \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Brief Description of Work Performed: \_\_\_\_\_

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**Reference 3:** \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Brief Description of Work Performed: \_\_\_\_\_

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## ATTACHMENT B

### 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 C

**DEBARMENT AND ANTI-LOBBYING CERTIFICATION**

\_\_\_\_\_ certifies that to the best of their knowledge/belief that neither \_\_\_\_\_ as an individual and/or the company and its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for the award of contracts by any Federal governmental agency or department.

“Principals”, for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of subsidiary, division, or business segment, and similar positions).

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

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

- (a) Checking the federal Excluded Parties List System (EPLS); or
- (b) Collecting a certification from that person if allowed by this rule; or
- (c) Adding a clause or condition to the covered transaction with that person.

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

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

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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



# ATTACHMENT D

## CONTRACTOR CERTIFICATION

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

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

**On behalf of the firm identified below, I hereby certify as follows (check one):**

No Wage Violations. This firm has NOT been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), any provision of RCW chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced procurement solicitation date.

or

Violations of Wage Laws. This firm has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), a provision of RCW chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced procurement solicitation date.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the firm listed herein.

**Firm Name:** \_\_\_\_\_

**Name of Contractor/Bidder – Print full legal entity name of firm**

**By:** \_\_\_\_\_

**Signature of authorized person**

\_\_\_\_\_

**Print Name of person making certifications for firm**

**Title:** \_\_\_\_\_

**Title of person signing certificate**

**Place:** \_\_\_\_\_

**Print city and state where signed**

**Date:** \_\_\_\_\_

**ATTACHMENT E**

**COST PROPOSAL**

Please detail your proposed costs below. All costs should be represented on this attachment. Please add additional information as may be necessary to represent your costs.

**CUSTOMER VENDING MACHINE PRICING**

- Include Market Basket example of fully stocked vending machine for **Student access**
- Include Market Basket example of fully stocked vending machine for **Staff Lounges, or Administrative locations**

**REBATE/COMMISSION PERCENTAGES PER LOCATION/MACHINE**

## ATTACHMENT F

### 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: \_\_\_\_\_

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Printed Name

Company



**MASTER AGREEMENT**  
**RFP# 2025-05-15 VENDING SERVICES**  
**AWARDED VENDOR**  
**EFFECTIVE DATE: AUGUST 1, 2025**

Master Agreement made as of the 10th day of June 2025, between Northshore School District (NSD/District) and Vendor name (Vendor), who agree as follows:

1. **Term of Agreement:** The term of this Agreement is from August 1, 2025 through July 31, 2029 (3 years, annually renewable thereafter).
2. **Goods/Services:** Vendor was awarded contract as a result of a competitive Invitation for Bid process, RFP# 2025-05-15 Vending Services, to provide vending snacks and beverages for student and/or staff, community purchase at District locations, that meet USDA Smart Snack Standards in student accessible locations. 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, E) are included, referenced, and incorporated herein to create binding agreement between both parties.

3. **Fees:** NSD shall not incur charges, or any fees for supporting vending services.
4. **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.
5. **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.

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

6. **Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters:** 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.
7. **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.

8. **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.
9. **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.
10. **Governing Laws:** This Agreement shall be governed and construed in accordance with the laws of the State of Washington.
11. **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.
12. **Entire Agreement, Precedence, and Acceptance Modifications:** The terms and conditions set forth herein constitute the entire understanding of the parties relating to the provision of the Work by 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.
13. **Disputes, Attorney Fees:** The parties will first attempt to resolve any dispute regarding this Agreement by exchange of documents by senior management of the parties, who may be assisted by counsel. The parties may, as part of the informal dispute resolution process, either negotiate directly or, if mutually agreed, engage the services of a mutually acceptable

mediator to assist in the settlement process. The cost of the mediator shall be shared equally by the parties. Any thereafter unresolved disputes shall be litigated in the King County Superior Court, Seattle, Washington. In any litigation, the Prevailing Party shall be entitled to receive, as part of any award or judgment, its reasonable attorneys' and experts' fees and costs incurred in handling the dispute, whether incurred prior to or after the filing of litigation.

- 14. **Waiver of Terms and Conditions:** The failure of 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.
- 15. **Notices:** Any notices required hereunder may be sent by orally confirmed US Mail, courier service (e.g. FedEx), or confirmed email to the addresses set forth below:

<b>Northshore School District</b> Contact: Joy Kuhlmann, Contracts & Procurement Mgr Email: <a href="mailto:jkuhlmann@nsd.org">jkuhlmann@nsd.org</a> Address: 3330 Monte Villa Parkway Bothell, WA 98021	<b>Awarded Vendor Name</b> Contact: Email: Address:
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- 16. **Severability and Survival:** Each provision of this Agreement is severable from the others. Should any provision of this Agreement be found invalid or unenforceable, such provision shall be ineffective only to the extent required by law, without invalidating the remainder of such provision or the remainder of this Agreement, provided that such effect is consistent with the fundamental purpose of this Agreement. The terms and conditions set forth herein shall survive the termination of this Agreement.
- 17. **Indemnification:** The 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.

- 18. **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.

Additional Insured: NSD and its officials and employees shall be included as additional insureds in all insurance.

Workers Compensation (L&I) or confirm that Vendor lawfully waives coverage under workers compensation and unemployment compensation laws.

- 19. **Public Health:** District adheres to State of WA Department of Health recommendation and guidelines as needed.
- 20. **Termination:** This Agreement may be terminated by either party by giving thirty (30) days written notice to the other party; except that NSD has the right to immediately terminate this Agreement 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: JoLynn Berge, Deputy Superintendent

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.

**(include PDF of Bidder responses to incorporate into Master Agreement)**

**EXHIBIT B**

**Northshore 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 191<sup>st</sup> 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 224<sup>th</sup> 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 49<sup>th</sup> 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

**—ADMINISTRATIVE LOCATIONS—**

**District Main Office**

(425) 408-6000  
3330 Monte Villa Parkway  
Bothell, WA 98021

**Support Services/Warehouse**

(425) 408-7801  
22105 23<sup>rd</sup> Dr SE  
Bothell, WA 98021

**Transportation**

(425) 408-7900  
21325 20<sup>th</sup> Ave SE  
Bothell, WA 98021