



ATTACHMENT B - STANDARD TERMS AND CONDITIONS OF WSIPC PURCHASING BID CONTRACT

WSIPC RFP 21-02 E-signature and Document Approval Software Solutions

B1 Definitions

The following terms shall be defined as follows whenever used in this Contract:

B1.1 "Buyer" is defined as Washington School Information Processing Cooperative (WSIPC), any of the individual school districts, educational service districts and other associated public education organizations and the employee/personnel of the before mentioned organizations in the states of Washington and Alaska, but could also include entities outside of these states, acquiring Goods and Services under this Contract. Eligible Entities may be added to this definition with the mutual consent of WSIPC and the Vendor. All rights, benefits and warranties conferred upon Buyer by this Contract shall accrue, be available to, and are for the express benefit of such school districts, educational service districts and other public organizations.

B1.2 "Indemnities" is defined as Buyer, their successors and assigns and the respective directors, officers, employees, agents and representatives of Buyer and their successors and assigns.

B1.3 "Vendor" is defined as the Vendor identified in the Contract. If Vendor is composed of more than one person or entity, then each such person or entity shall be jointly and severally liable as Vendor under this Contract.

B1.4 "Specified Proposal Exclusions" Defined: If any of the WSIPC Client Base has in effect publicly solicited contract(s) with the Vendor or Vendor that use the same pricing formula prior to the contract award, those contracts will be excluded from the Contract Usage Fees by declaration in advance to WSIPC. Vendor's responses to future separate formal RFP's by members of WSIPC's Client Base may also be excluded from the Contract Usage Fee by prior written agreement with WSIPC, provided that sales under the separate contract are limited to the Contracting Agency.

B1.5 "Specified Interlocal Inclusions" Defined: Additional public and/or educational agencies, within the United States may be added to the WSIPC client base as defined herein upon execution of an Interlocal Agreement between WSIPC and the Public Agency, School, or School

District. Such inclusions will be subject to the Contract Usage Fees and will be included in sales reporting in all future reports.

B2 Confidentiality

RFP documents are subject to Public Disclosure. Specific portions of bid submittals can be considered exempt from public disclosure by bidder's request pursuant to RCW 42.56.210. The Buyer, however, can make no guarantees that submittals will be held in confidence after a contract has been executed for documents not deemed qualified for exemption by WSIPC. Bid submittals pertaining to contract award are subject to disclosure.

B3 Proprietary Information

Information will be kept confidential only to the extent allowed by Public Disclosure Law. Information contained in the RFP response deemed proprietary must be clearly marked. Responses marked proprietary in its entirety will be not be accepted or honored by the Buyer.

B4 Licenses, Registered Contractors, Permits, and Compliance

The Vendor shall possess and maintain in status, all state, and local licenses, bonds, and permits required for the performance and delivery of all products and services offered in its response, necessary for contract performance. Upon submittal, Vendor must hold a current, valid business or contractor's license as required in Washington.

B5 Price and Payment

Payment of the specified Prices shall constitute full compensation for the Goods and Services and satisfactory performance of all the Vendor's obligations under this Contract. Such Prices shall be subject to adjustment as specifically provided for elsewhere in this Contract. Should the list price decrease, the cost to the Buyer shall be determined by applying the discount percentage to the new list price. Vendor shall separately identify on the Schedule of Prices and the applicable invoice of Vendor any applicable taxes arising out of the sale of the Goods and Services payable by Buyer. Any time periods specified for accepting any discounts shall commence upon, and Buyer shall pay the appropriate amounts due 45 days after the later of (a) the date that Buyer receives Vendor's correct invoice there for; or (b) the date that Buyer accepts the Goods and Services (together with any required documentation) at the specified destination. If Vendor fails to perform in a timely manner any of its obligations under this Contract the Buyer may, upon 10 days' advance written notice to Vendor of Buyer's intention to do so, perform the same and deduct or offset such amount from the compensation payable to Vendor under this Contract or otherwise charge to or recover from Vendor the cost of such performance.

B6 Delivery

Where applicable, Vendor shall properly package the Goods and Services for protection against damage or deterioration that may result from shipment, handling, storage or other cause. Vendor shall ship the Goods and Services from the specified point of shipment no later than the specified shipment date and shall deliver the Goods and Services to Buyer FOB at the specified destination no later than the specified delivery date. Risk of loss or damage to the Goods and Services shall remain with Vendor until delivery of the Goods and Services to Buyer at the specified destination at which time title to the Goods and Services and such risk pass to Buyer.

A packing list must be furnished with each shipment that includes the eligible Purchaser's name, purchase order number, contact number, quantity and other pertinent information. A copy of the packing list must be sent via fax or email to the Buyer. Vendor must be able to provide evidence that the products were delivered, upon request.

B7 Delays

Time is of the essence in the performance of Vendor's obligations under this Contract. However, Vendor shall not be liable for delays in delivery due to causes which (a) are not foreseeable; (b) are beyond Vendor's control; and (c) cannot be overcome by Vendor after using its best efforts to do so provided that Vendor, within three days after the commencement of the delay or, if earlier, the date on which Vendor knew or should have known that the delay would occur, gives Buyer written notice of the circumstances giving rise to the delay, the anticipated duration of the delay and the action being taken by Vendor to overcome or mitigate the delay.

B8 Inspection

The Goods and Services shall at all times be subject to inspection, testing and expediting by Buyer. No Goods and Services shall be deemed accepted prior to final inspection and acceptance by Buyer at the specified destination. Failure of Buyer to inspect Goods and Services does not relieve Vendor of its obligations or impair Buyer's right to reject defective or non-complying Goods and Services.

B9 Warranty

Vendor warrants that: (a) the Goods and Services shall be free from all defects in design, materials, workmanship and title; (b) all materials, components, parts and other items incorporated in Goods and Services shall be merchantable and of suitable quality for their intended purpose; and (c) the Goods and Services shall conform to the attached Specifications and other requirements of this Contract. Vendor shall promptly correct any Goods and Services that do not comply with this warranty. If Buyer requires Vendor to make any such correction and Vendor thereafter fails or indicates its inability or unwillingness to do so, then Buyer may correct (or cause to be corrected) the non-compliance or otherwise achieve compliance by the most expeditious means available to it and charge to or otherwise recover from Vendor the cost thereof. If Buyer rejects any Goods and Services that do not comply with the foregoing warranty, Vendor shall have a reasonable time to correct the non-compliance; if Vendor fails to correct the non-compliance within a reasonable time, Buyer may cancel the order for the non-complying Goods and Services without any liability or obligation of or cost to Buyer with respect to such Goods and Services, and without prejudice to any other rights or remedies of Buyer with respect to such non-compliance.

B10 Infringement

Vendor releases and shall defend, indemnify and hold harmless Buyer from all claims, losses, harm, liabilities, damages, costs, expenses (including, but not limited to reasonable attorneys' fees) and royalties related to any claim, action, suit or proceeding involving the Goods and Services or any use or intended use of the Goods and Services, which claim, action, suit or proceeding is based upon infringement (or alleged infringement) of any patent, copyright, mask work, trade secret, trade name or trademark or upon the wrongful use (or alleged wrongful use)

of any confidential or proprietary concept, method, process, product, writing, information or other item. Further, if any of the Goods and Services or any use or intended use of the Goods and Services constitutes an infringement of any patent, copyright, mask work, trade secret, trade name or trademark or wrongful use of any confidential or proprietary concept, method, process, product, writing, information or other item, Vendor shall (a) procure for Buyer, at no cost to the Buyer, the right to use the infringing item; (b) replace the infringing item with a substantially equal but non-infringing item; or (c) modify the infringing item so that it becomes non-infringing.

B11 Compliance with Laws

Vendor shall comply (and shall ensure that the Goods and Services and Vendor's subcontractors and suppliers comply) with all applicable laws, ordinances, rules, regulations, orders, licenses, permits and other requirements, now or hereinafter in effect, of any governmental authority. All laws, ordinances, rules, regulations and orders required to be incorporated in agreements of this character are incorporated in this Contract by this reference. Additionally, the Vendor provides assurance that neither the Vendor, nor any of its subcontractors, have been debarred or suspended, or proposed for debarment or suspension from participation in Federal Programs.

B12 Changes

Buyer and Vendor may jointly change the requirements of this Contract to preserve the original intent of the Contract and to maintain the relative pricing and services advantages made available to the Buyer under the Contract.

B13 Termination of Contract

Buyer may terminate this Contract for cause as to all or any portion of the Goods and Services not then delivered to and accepted by Buyer by giving Vendor written notice of such termination. In the event of any such termination, an equitable adjustment shall be made under this Contract with respect to the terminated Goods and Services for the costs Vendor unavoidably incurred as a result of such termination, provided that costs shall in no event exceed the total prices otherwise payable under this Contract for the terminated Goods and Services, less the sum of (a) the estimated costs (plus a reasonable allowance for profit) which would have been incurred by Vendor to complete performance with respect to the terminated Goods and Services, and (b) the reasonable value of the terminated Goods and Services at the time of such termination.

B14 Successors and Assigns

Vendor shall not (by contract, operation of law or otherwise) assign this Contract or any right or interest in this Contract, or delegate performance of any of its duties or obligations under this Contract, without the prior written consent of Buyer. Any such assignment or delegation without Buyer's prior written consent shall be voidable at Buyer's option. Subject to the foregoing restriction on assignment and delegation by Vendor, this Contract shall be fully binding upon and enforceable by Vendor, Buyer, and their respective successors, assigns and legal representatives.

B15 Nonwaiver

The failure of Buyer to insist upon or enforce strict performance by Vendor of any of the provisions of this Contract, or to exercise any rights or remedies under this Contract, shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions, rights or remedies in that or any other instance; rather, the same shall be and remain in full force and effect.

B16 Applicable Law; Courts

This Contract shall be interpreted, construed and enforced, in all respects, in accordance with the laws of the state of Washington, without reference to its choice of law principles. Vendor shall not commence or prosecute any suit, proceeding, or claim (to enforce the provisions of this Contract, to recover damages of, or default under this Contract or otherwise) arising under or by reason of this Contract, other than in the courts of the state of Washington in King County, or the United States District Court for the Western District of Washington at Seattle. Vendor irrevocably consents to the jurisdiction and venue of the courts identified in the preceding sentence.

B17 Entire Agreement

This Contract sets forth the entire agreement and supersedes any and all prior agreements, between Vendor and Buyer regarding the Goods and Services. No amendment or modification of any provision of this Contract shall be valid unless set forth in a written instrument signed by both parties. Buyer shall not be bound by, and specifically objects to, any term, condition or other provision which is different from or in addition to the provisions of this Contract (whether or not it would materially alter this Contract) and which has been proffered by Vendor in any quotation, invoice, shipping document, acceptance, confirmation, correspondence or otherwise, unless Buyer specifically agrees to such provision in a written instrument signed by Buyer. The rights, remedies and warranties afforded to Buyer pursuant to any provision of this Contract are in addition to and do not in any way limit any other rights, remedies or warranties afforded to Buyer by any other provisions of this Contract, by any of Vendor's subcontractors, suppliers, or by law.

B18 Data Ownership, Privacy & Publicity

B18.1 The Buyer retains ownership of all district, school, and student data. The Vendor has no claims to ownership of Buyer's data and must exercise all of its abilities to protect student data and privacy. The Vendor has no rights to share student data with other partners or use the data for financial gain or marketing purposes.

B18.2 The Vendor will make no reference to WSIPC, the Contract(s), WSIPC's Clients or the WSIPC Logo in any literature, promotional material, brochures, sales presentation or the like, without the express written consent of WSIPC. This restriction applies to both any claim of endorsement of the Vendor and to any aspects of contract status, renewals or disagreements with WSIPC.

B19 Survival

All provisions survive termination of this agreement except those requiring performance only during the term of the agreement.

B20 Contract Usage Fee

Contracts established under this RFP will include a two percent (2%) Contract Usage Fee for all acquisitions obtained through the contract. In this manner, the costs incurred by WSIPC to establish, manage and maintain the contracts will be borne solely by the parties that benefit from the contracts. The Contract Usage Fee will be collected at the point of sale by the Vendor and remitted to WSIPC at quarterly intervals. Where the pricing model contained in the contract is applied to purchases by K-12 entities, WSIPC will be assumed to be entitled to the Contract Usage Fee except as other contracts by the Vendor with K-12 entities are separately bid in conformity with the applicable State requirements and the procedures set forth in the Contract.

B21 Reporting

The Vendor will be required by the optional use contract to provide WSIPC with quarterly sales volume summaries. The summaries will display the sales volume by client by quarter. The report shall include the contract number, customer name, total sales and total contract usage fee to be remitted to WSIPC at rfpadministration@wsipc.org. The quarterly reports will be due on the 15th of the month following the close of each quarter.

B22 Co-Marketing

Both parties agree to promote the awarded bid contract and strategic relationship, pursuant to the terms of marketing opportunities outlined in the WSIPC Marketing Summary. The Marketing Summary will be provided to the Vendor electronically within forty-five (45) days of the execution of the Agreement.

B23 Vendor Terms & Conditions

Include any additional terms and conditions for WSIPC consideration.

Executed on the dates set forth below by the undersigned authorized representatives of the parties to be effective as of the Effective Date.

Buyer:

WSIPC

By:

(Signature)

Name:

Nancy Walsh

Title:

Chief Financial Officer

Date:

[DATE]

Address:

2121 W. Casino Road

Everett, Washington 98204

Vendor:

[VENDOR NAME]

By:

(Signature)

Name:

[PRINTED]

Title:

Date:

Address:

[ADDRESS]

[CITY, STATE, ZIP]