



WSIPC RFP 25-03 Alternative Learning Experience (ALE) Information Management System

Purchasing Bid Contract between WSIPC and [VENDOR NAME]

This General Purchasing Contract ("Contract") is made by and between Washington Schools Information Processing Cooperative ("Buyer") and **[VENDOR NAME]** ("Vendor") and is effective upon the date signed below in this document. Individual school districts, educational service districts, and other associated public organizations may also acquire Goods and Services under the terms of this Contract. Buyer and Vendor agree as follows:

- 1. Purchases and Sale of Goods and Services.** Vendor will sell and deliver to Buyer, and Buyer will purchase from Vendor the goods and services described in this document and attachments hereto ("Goods"). Buyer does not guarantee to purchase any minimum or maximum quantities of Goods and Services. Details that are necessary to carry out the intent of this Contract, but that are not expressly required, shall be performed, or furnished by Vendor without any increase in compensation otherwise payable under this Contract.
- 2. Performance of Work.** Vendor shall comply with all the provisions of the RFP and the Contract Documents.
- 3. Term.** The Term of this Contract ("Term") shall commence on the effective date of this Contract and, subject to earlier termination as provided in the attached Standard Terms and Conditions, shall end [MONTH, DAY, YEAR]. The Term of this Contract may be extended for additional periods as mutually desired by the Buyer and the Vendor.
- 4. Solution.** As full compensation for the Goods and Services, Buyer will pay Vendor the applicable sums for the Goods and Services ordered by Buyer, if any, in accordance with the payment provisions of this Contract.

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

Buyer:

WSIPC

By:

(Signature)

Name: Dr. Dana Anderson

Title: Chief Executive 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]

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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 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 Term and Termination of Contract

This Agreement is legally binding as of the Effective Date, and, unless terminated as provided herein.

B13.1 Buyer may terminate this Agreement or any Exhibit, in whole or in part, for convenience at any time for any reason upon thirty (30) days' written notice to Contractor.

B13.2 Buyer may terminate this Agreement 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 for any breach which is not cured within fifteen (15) days after receipt of written notice of default from the non-defaulting party.

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 the following Contract Usage Fee for all future acquisitions obtained through the contract: a) two percent (2%) on all sales up to two hundred thousand dollars (\$200,000.00), b) one percent (1%) for any single customer sale over two hundred thousand dollars (\$200,000.00). 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 monthly or quarterly intervals. Where the pricing model contained in the contract is applied to purchases by K-12 and other entities, WSIPC will be assumed to be entitled to the Contract Usage Fee except as other contracts by the Vendor with K-12 and other 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. The Purchasing Program Partner Information document will be provided to the Vendor electronically within 14 days of the execution of the WSIPC Purchasing Bid Contract.

B23 Remedies

The Parties agree that damages may be inadequate to compensate for the unique losses to be suffered in the event of a breach hereof, and that the damaged party will be entitled, in addition to any other remedy it may have under this Agreement or at law, to seek and obtain injunctive and other equitable relief, including specific performance of the terms of this Agreement without the necessity of posting bond.

All rights and remedies of Buyer herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

B24 Force Majeure

Neither party shall be liable for delays or any failure to perform under this Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, acts of God, governmental actions, acts, orders, or regulation, pandemics, fire, explosion, flood, hurricanes,

earthquakes, or other natural catastrophe, strikes or labor difficulties, by the fault or negligence of the delayed party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed party. The delayed party must notify the other party promptly upon the occurrence of any such event, or performance by the delayed party will not be considered excused pursuant to this Section, and inform the other party of its plans to resume performance.

B25 Vendor Terms & Conditions

Include any additional terms and conditions for WSIPC consideration.

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EXHIBIT A
2 C.F.R. PART 200 APPENDIX II
UNIFORM GUIDANCE

**Provisions for Non-United States Federal Entity Procurements under United States
Federal Awards or other Awards**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. 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 nonfederal 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 C.F.R. § 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 C.F.R. § 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. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. 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 C.F.R. § 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. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Buyer resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 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 C.F.R. § 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. Supplier certifies that during the term of an award for all contracts by Buyer resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require 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). Supplier certifies that during the term of this Contract it will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 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 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state 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 C.F.R. § 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.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier will not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Buyer, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Buyer, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.322.

U. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS. To the extent applicable, the [non-Federal entity](#) must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible as defined in 2 C.F.R. § 200.321.

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EXHIBIT B

Suspension and Debarment Certification for Vendors not present on LIST of Parties Excluded from Federal and Washington State Procurement and Nonprocurement Programs

The undersigned certifies, to the best of their knowledge and belief, that the vendor and/or any of its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with 2 CFR Part 180 and 2 CFR Part 200.
2. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Washington State department or agency in accordance with RCW 39.26.200.
3. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; or violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
4. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (3) of this certification.
5. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

This certification is a material representation of fact upon which reliance was placed when the prospective vendor provided attestation. If it is later determined that the prospective vendor knowingly rendered an erroneous certification, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The prospective lower tier participant agrees by submitting this certification that, should any proposed covered transaction be entered into, it shall not knowingly be with a person who is proposed for debarment under Title 2 CFR Part 180, 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.

The prospective lower tier participant further agrees by submitting this certification that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Signature: _____

Date: _____

Name: [PRINTED] _____

Title: _____

Phone: _____

Email: _____

This Agreement includes Exhibit A (2 C.F.R. PART 200 Appendix II Uniform Guidance) and Exhibit B (Suspension and Debarment Certification), which are incorporated herein by reference and form an integral part of this Agreement." All terms and conditions set forth in these Exhibits shall apply to the parties as if fully set forth herein.

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: Dr. Dana Anderson

Title: Chief Executive 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]