



W S I P C

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INVITATION TO BID # 21-04-01

Emergency Back-Up Generator Purchase, Removal and Installation

SMALL WORKS ROSTER SOLICITATION

WSIPC
Cynthia Gefeller, Contract Administrator
2121 W. Casino Road
Everett, WA 98204-1472
425-349-6411

It is the intent and purpose of WSIPC to promote competitive proposing.
All communication regarding this solicitation shall be submitted in writing, via email, to the
contact listed above at cgefeller@wsipc.org.

SECTION 1: Introduction

This Invitation to Bid is being issued in accordance with RCW 35.22.620, which permits the use of a Small Works Roster to solicit bids. Only qualified contractors who have filled out an application to be on the Municipal Research Service Center (MRSC) Small Works Roster and have been accepted may submit bids. **If you did not receive this solicitation directly from WSIPC you may not be eligible to bid.** A Small Works Roster application is available at www.mrscrosters.org. Notice is hereby given that written bids will be received by WSIPC, for Emergency Back-Up Generator Purchase, Removal and Installation on the Timelines and Schedules listed in Section 2 of this Invitation to Bid.

Project Description: WSIPC seeks a Contractor to purchase, deliver, and remove the existing generator and install a new emergency back-up generator.

Schedules: Contractor shall work between 7:00 a.m. and 4:00 p.m. Monday through Friday, unless WSIPC authorizes an exception. Work on weekends or holidays requires special permission by WSIPC.

Prevailing Wages: This project is a Public Work as defined in RCW 39.04.010. The contractor shall comply with all provisions of RCW 39.12. The link to applicable prevailing wage schedule for journey level is <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. The prevailing wage rate for apprentice jobs is <https://fortress.wa.gov/lni/wagelookup/ApprenticeWageLookup.aspx>. The contractor is responsible for filing the appropriate documents with the Department of Labor and Industries. The contractor's cost of filing Prevailing Wage forms with the State Department of Labor and Industries are not reimbursable by WSIPC.

Insurance: The awarded contractor shall provide evidence of insurance as described herein. This includes Workers' Compensation, Liability, and Property Damage Insurance. WSIPC shall be named as an Additional Insured on each policy.

WSIPC reserves the right to reject any or all bids, waive informalities, and make the award in the best interest of WSIPC. Bid results and questions pertaining to this project can be obtained by reaching the Contract Administrator at email cgefeller@wsipc.org.

WSIPC reserves the right to cancel or re-issue this ITB at any time without obligation or liability.

SECTION 2: Timelines and Schedules

Emergency Back-up Generator Purchase, Removal and Installation

BID # 21-04-01

Day/Date	Description
Monday April 19, 2021	ITBs available to Small Works Roster contractors via email notification.
Tuesday May 4, 2021	Contractors' ONLY opportunity for a Site Visit will start at 10:00 a.m. (PST) Located at: WSIPC lobby - 2121 W Casino Rd Everett, WA 98204 <i>*Masks & social distancing protocols are required</i>
Thursday May 6, 2021	Contractors' ONLY opportunity for a Site Visit will start at 1:00 p.m. (PST) Located at: WSIPC lobby - 2121 W Casino Rd Everett, WA 98204 <i>*Masks & social distancing protocols are required</i>
Tuesday May 11, 2021	Please submit any questions related to this project via email to the Contract Administrator. Responses will be emailed on or before May 16, 2021
Bid Due Date Tuesday May 25, 2021 2:00 p.m.	Bid submissions must include one (1) original hard copy and one (1) electronic Email submission sent to: <p style="text-align: center;">WSIPC Attn: Cynthia Gefeller, Contract Administrator 2121 W Casino Road Everett, WA 98203 cgefeller@wsipc.org</p> WSIPC assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual receipt of bids.
Friday May 28, 2021	WSIPC will announce most responsible, apparent low bidder who is determined to be responsive by close of business on date shown.
After Award	
Awarded contractor must return signed contracts and insurance documents within ten (10) business days after receipt of materials from WSIPC. Failure to return these documents may result in rejection of award, and WSIPC could proceed to the next low bidder for award.	

SECTION 3: Instructions to Bidders

1. **BID SUBMITTAL PROCEDURES**

Bidders shall register or maintain registration on MRSC Rosters at <http://www.mrscrosters.org> prior to award. The "original" copy of this solicitation document shall be completed, signed and submitted. Failure to return the solicitation document may result in disqualification of the Bidder. The original shall be noted or stamped "original". Bids and modifications shall be enclosed in a sealed envelope.

Sealed bids shall contain all required attachments and information and be submitted to WSIPC no later than the date, time and place stated on the front of this ITB or as amended. The bidder shall show the ITB title and number, the due date specified, and the name and address of the bidder on the face of the envelope. Bidders are cautioned that failure to comply may result in non-acceptance of the bid. The Bidder accepts all risks of late delivery of mailed bids or of mis-delivery regardless of fault. Bids properly and timely submitted will be publicly opened.

Contractors should allow normal mail delivery time to ensure timely receipt by WSIPC.

Contractors assume the risk for the method of delivery chosen. WSIPC assumes no responsibility for delays caused by delivery.

Bids will only be accepted from Contractors able to complete the delivery of goods or services described in the specifications and requirements.

Original (one) Copy shall be submitted via mail to:

WSIPC

Attn: Cynthia Gefeller, Contract Administrator

2121 W. Casino Road

Everett, WA 98204-1472

One Copy shall be submitted via Email to:

Attn: Cynthia Gefeller, Contract Administrator

cgefeller@wsipc.org

This bid is not a formal public bid opening and reading. Bids are informally read and opened in the Purchasing and Contracts office by purchasing staff. WSIPC reserves the right, under special circumstances, to hold public bid openings.

2. **BONDS AND RETAINAGE:** No bid bond is required. Contracts greater than \$150,000 (including tax) require both a Performance and Payment Bond. If the total cost of this project, including Washington State sales tax, is \$150,000 or less, the contractor may, in lieu of the Payment and Performance Bonds, elect to have WSIPC retain ten percent (10%) of the contract amount for a period of forty-five (45) days after the date of final acceptance, or until receipt of all necessary releases from the Department of Labor and Industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later. WSIPC reserves the right to waive bond and retainage requirements for contracts under \$150,000 (including tax).

3. **COMMUNICATION RESTRICTIONS:** All communications regarding this bid must be directed to the Contract Administrator:

Name:	Cynthia Gefeller
Physical Address:	22121 W. Casino Road Everett, WA 98204
Phone:	425.349-6411
Email:	cgefeller@wsipc.org

Only the Contract Administrator, no other WSIPC employee, can speak for WSIPC regarding this bid. WSIPC is not bound by information, clarification, or interpretations from other employees. Submitters should not contact WSIPC officials or employees, other than the Contract

Administrator. Failure to observe this requirement may be grounds for rejection of the contractor's bid.

4. **INTERPRETATION OF BID AND PURCHASE DOCUMENTS:** WSIPC will not provide binding oral interpretations to bidders as to meaning of bid or contract documents; oral communication is not binding upon WSIPC. Requests for interpretation shall be made to the Contract Administrator until the time and date shown on Section 2. WSIPC will provide addendum for any substantial interpretation or change, which will be sent promptly to parties who received the bid. All addenda shall become part of the bid package.
5. **ADDENDA:** If WSIPC issues addenda to these instructions, bidders must acknowledge receipt of the addenda on the bid form. It is the bidder's responsibility to ensure that they have received all addenda, although WSIPC will make reasonable effort to provide addenda to all invited bidders. If receipt of addenda (if any) is not indicated on the bid form, WSIPC may assume the bid considers all addenda OR the Contract Administrator may reject the bid.
6. **BID SHEET:** All quotations shall be submitted on the bid sheet enclosed herein.
7. **BID PRICE:** The bid shall include everything necessary for the execution and completion of the contract including, but not limited to, furnishing all material, labor, equipment and subcontractors, and other facilities and all management, superintendents labor and service, except as may be provided otherwise in the contract documents. WSIPC will not be liable for any errors in any contractor's bid. Contractors will not be allowed to alter bids after the deadline for the submission of bids.

WSIPC reserves the right to make corrections or amendments due to errors identified in bids by WSIPC or the contractor. This type of correction or amendment will only be allowed for such errors as typing, transposition or any other obvious error. Contractors are liable for all errors or omissions contained in their bids.

When, after the opening and tabulation of bids, a bidder claims error, and requests to be relieved of award, it will be required to promptly present certified work sheets. The Contract Administrator will review the work sheets and if the Contract Administrator is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the bidder may be relieved of its bid.

After opening and reading bids, the WSIPC will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. The total of extensions, corrected where necessary, will be used by WSIPC. WSIPC tax rate shall prevail over any calculated tax provided on the bid form. If tax is calculated improperly, WSIPC shall utilize WSIPC tax rate and calculate accordingly.

8. **EXAMINATION OF BID AND CONTRACT DOCUMENTS:** Failure or neglect of bidder to examine such documents, work site(s), statutes, regulations, or ordinances shall in no way relieve the bidder from any obligations with respect to the bidder's offer or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract documents, work site(s), specifications, delivery requirements, statutes, regulations, or ordinances. A signed contract furnished to the successful contractor results in a binding contract without further action by either party.
9. **NEW OR USED:** All equipment provided shall be of new manufacture, unless otherwise specifically stated or called for in the bid documents.
10. **SIGNATURES:** Bids shall be signed by one of the legally authorized officers of said corporation. If awarded the contract, the contract shall also be so executed. If a bid or contract is signed by an agent, the agent shall provide satisfactory evidence of authority to sign as legal

representative of bidder, upon request of WSIPC. An authorized partner of a co-partnership may sign the contract, subject to the approval of the attorney, who may at his discretion, require each and every member of the co-partnership to sign the contract.

11. **INCURRED COSTS:** WSIPC is not liable in any way for any costs incurred by respondents in replying to this request.
12. **WITHDRAWAL OF BID:** Contractors may withdraw a bid that has been submitted at any time up to the due date and time. To accomplish this, a written request signed by an authorized representative of the contractor must be submitted to the Contract Administrator.
13. **ALTERATION OF BID:** A bid already submitted to WSIPC may be changed in writing, if the notice of change is received before the bid submittal deadline. Such changes need to be signed by an individual authorized to submit bids on behalf of the firm.
14. **ERRORS AND OMISSIONS:** WSIPC will not consider a claim of an error in a bid unless the claim is presented in writing within twenty-four (24) hours after the bids are opened. Additionally, bidders claiming error must present supporting evidence, including but not limited to cost breakdown sheets, no later than forty-eight (48) hours after the bids are opened.
15. **BID OPENINGS:** Bids are not publicly opened. Award information will be made available to all bidders as soon as practical following opening at the time and date specified. Results shall be available by emailing the Contract Administrator at cgefeller@wsipc.org.
16. **EXPIRATION:** Submittal of a bid certifies that bid remains valid until WSIPC completes award and enters a contract with a winning contractor, which normally occurs within forty-five (45) calendar days after bid opening. All bids will become void if WSIPC decides to reject all bids.
17. **RIGHT TO REJECT BIDS:** WSIPC reserves the right to reject any or all bids, waive technicalities or irregularities, and to accept any bid if such action is believed to be in the best interest of WSIPC. Bids may be rejected by WSIPC, with or without cause, in the best interest of WSIPC and/or in the discretion of WSIPC Contract Administrator. Causes for rejection may include but are not limited to: (a) if prices are excessively unbalanced in the opinion of WSIPC, (b) if bid documents are altered; (c) if unit prices are not evident; (d) if addenda are not acknowledged.
18. **NON-RESPONSIVE BID:** Any bid that does not comply with these instructions, is not signed, supplements or deviates from the specifications herein, or is incomplete, may be declared non-responsive by the Contract Administrator and not further considered.
19. **RESPONSIBLE BIDDERS:** WSIPC shall consider only responsible contractors. Neither listing on the MRSC Small Works Roster nor the Invitation to Bid guarantees that WSIPC has found the firm responsible. WSIPC Contract Administrator may reject bids from bidders that are not considered responsible, in the opinion of WSIPC. Responsible contractors are those that have, in the sole judgment of WSIPC, the financial ability, experience, resources, skills, capability, reliability and business integrity necessary to perform contract work. WSIPC may also consider references and quality to determine responsibility. Contractors are ineligible to submit a bid if any owner has been convicted within the past ten (10) years of a crime that impugns honesty or integrity, or if the contractor has unsatisfied tax or judgment liens. Contractors shall have the required insurance at time of award, a valid and current Washington State contractor's license, business license, appropriate to the work at time of bid, and satisfactory business experience. Other factors, including but not limited to, delivery, materials, quality, and equipment may also be considered by WSIPC to determine responsibility. WSIPC reserves the right to use any information, whether supplied through the bid or otherwise obtained, in determining responsibility.
20. **BID AWARD:** If an award is made as a result of this solicitation, it will be made to the lowest, responsible bidder whose bid is determined by WSIPC to be responsive.

21. **PUBLIC INFORMATION:** All bids are public information once bids are tabulated and available for public information.
22. **CONTRACT RETURN:** The successful bidder will receive an award package from WSIPC that includes the contract, request for insurance, and bond documents where applicable. The successful bidder must immediately sign and return all requested documents to WSIPC. These must be received by WSIPC within the timeframe as shown on the timeline in Section 2. Each bidder should perform any reviews and consideration of the contract PRIOR to submittal, so that signature of contract can occur immediately following award. Each bidder should have preparations to immediately notify their insurance broker for the required insurance documents. If materials are not returned within the timeframe as shown on the timeline in Section 2, WSIPC retains the right to cancel the award and award to the next lowest responsive and responsible bidder.
23. **BUSINESS LICENSE:** The cost of obtaining the business license is at the expense of the contractor and shall not be reimbursed by WSIPC.
24. **FAILURE TO EXECUTE CONTRACT:** Should the awarded contractor fail to execute a contract within the terms and conditions herein, contractor may be removed from the eligible bidder's list including the MRSC Small Works Roster.
25. **NON-COLLUSION:** Submittal and signature of a bid swears that the bid is genuine and not a fraudulent or collusive, and not made in the interest of any person not named, and that the contractor has not induced or solicited others to submit a fraudulent offer, or to refrain from proposing.
26. **PROTESTS:** A "Bidder" protesting for any reason the ITB documents or ITB procedure, or any other aspect arising from or relating in any way to the process shall cause a written protest to be filed with WSIPC within three (3) business days of the event that gives rise to the protest and, in any event, no later than three (3) business days after the date upon which Bids are opened. The written protest shall include the name of the protesting "Bidder", a detailed description of the specific factual and legal grounds for the protest, copies of all supporting documents, and the specific relief requested. The written protest shall be delivered to:

WSIPC

Attn: Cynthia Gefeller, Contract Administrator
2121 W. Casino Road
Everett, Washington 98204-1472
Attention: ITB 21-04-01

27. **AWARD:** Once WSIPC has signed a contract, WSIPC shall reject and no longer accept a protest related to that bid and contract award.

SECTION 3A: Administrative Requirements

Vendors, contractors, and subcontractors shall comply with all management and administrative requirements established by Washington Administrative Code (WAC), the Revised Code of Washington State (RCW), any subsequent amendments or modifications, as applicable to providers licensed in Washington State, as well as any applicable program performance standards. ALL Proposals submitted become the property of WSIPC. It is understood and agreed that the prospective Proposer claims no proprietary rights to the ideas and written materials contained in or attached to the Bid submitted. WSIPC has the right to reject or accept proprietary information.

DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS

It is the policy of WSIPC to require equal opportunity in employment and services, subject to eligibility standards that may be required for a specific program. WSIPC is an equal opportunity employer and is committed to providing equal opportunity in employment and in access to the provision of all WSIPC services. This commitment applies regardless of race, color, religion, creed, sex, marital status, national origin, disability, age, veteran status, on-the-job injury, or sexual orientation. Decisions are made without consideration of these or any other factors that are prohibited by law.

AMERICANS WITH DISABILITIES ACT

WSIPC complies with the Americans with Disabilities Act (ADA). Proposers may contact the Contract Administrator to receive this Solicitation in an alternative format.

WSIPC, and its Vendors, contractors, and subcontractors, must not discriminate in any programs or services based on sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation, gender expression, gender identity, disability, or the use of a trained dog guide or service animal by a person with a disability, and must comply with state and federal nondiscrimination laws, including Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Americans with Disabilities Act, and Title VI of the Civil Rights Act of 1964. Questions and complaints of alleged discrimination should be directed to the Equity and Civil Rights Director at 360-725-6162/TTY: 360-664-3631; or P.O. Box 47200, Olympia, WA 98504-7200; or equity@k12.wa.us.

SMALL, MINORITY, AND WOMEN OWNED BUSINESS ENTERPRISES

WSIPC encourages participation in Small, Minority Owned and Women Owned Business Enterprises.

PREVAILING WAGE

In accordance with Washington State RCW 39.04.010, RCW 39.12.010, RCW 39.12.020, and WAC 296-127, Contractors and Sub-Contractors shall be required to pay workers the Prevailing Wage rates prescribed by the Washington State Department of Labor and Industries.

After award of ITB, the successful Contractor shall prepare and file all forms relating to bonding, insurance, prevailing wages, and any other requirements of public works Contracts with WSIPC and the state within required timeliness. The Washington State Department of Labor and Industries current schedule of Prevailing Wage Rates can be found on their website at: [Journey Level Rates for Public Works Contracts \(wa.gov\)](#)
[Apprentice Wage Rates for Public Works Contracts](#)

This rate schedule applies to any work performed under this ITB and is part of the Contract requirements.

WA STATE REQUIREMENTS

Bidders must be registered contractors at time of bid, have a current UBI number, have industrial insurance coverage as verified by WA Labor and Industries, have an Employment Security Department number, have a WA state Excise Tax Registration Number, and must not be disqualified from bidding per the Debarred Contractors list.

If bidding on a public works project subject to the apprenticeship utilization requirements, must not have been found out of compliance by the WA State apprenticeship and training council for the one-year period immediately preceding the date of the bid solicitation.

Bidders must have received training on the requirements related to public works and prevailing wage under RCW chapters 39.04.350 and 39.12. Bidders within the three-year period immediately preceding the date of the bid solicitation, may not have been determined by a final and binding citation and notice of assessment issued by the WA Labor and Industries or through a civil judgement entered by a court as defined in RCW 49.46, 49.48.082., or 49.52.

SECTION 4: Specifications

1. Purpose:

WSIPC is soliciting contractors with the expertise and capacity to purchase, deliver, and remove the existing generator and install a new emergency back-up generator. This will include removal and recycling of existing generator. New Generator to be anchored to existing concrete pad (to be done with crane lift), removal and salvage current fuel load into a holding tank, and refill salvaged fuel load into new Generator fuel tank. Installation and Electrical Hook up of Compatible Automatic Transfer Switch (if unable to reuse existing Kohler ATS). Ethernet wire to be added to current conduit servicing Generator pad, and full testing of the generator for operation and internet access.

Generator Specs

- Minimum Size 125KW - 480/277v 3 phase 60Hz
 - Engine:
 - Cummins 6 cyl.
 - MTU/John Deere 6 cyl.
 - Must be Diesel (#2 Diesel Fuel)
 - New compatible Automatic Transfer Switch (ATS) or reuse of existing Kohler ATS
 - Part number K-166343-150 / 23GD3
 - Volts 480 Amps 150
 - Phase 3 Wires 4
 - Hertz 60 Poles 3
-
- Automatic Transfer Switch to be located inside building in 1st floor electrical room approx. 125 feet from Generator
 - 12-volt minimum starting system
 - Heavy Duty Batteries (minimum of 2 ea.)
 - Serviceable Replaceable, Oil Filter, Fuel Filter, Air Filter
 - Fuel/Water Separator
 - Standard cooling system: Fan, Antifreeze, Radiator
 - Battery Charging Alternator 65 amp minimum
 - Block Heater
 - Battery Trickle Charger
 - Control Monitoring Box on Generator
 - Remote Monitoring via Internet
 - Enclosure for weather only with removable service panels
 - 400 Gallon or larger Fuel Tank with corresponding DEF Tank Size. All inside containment tank

REQUIREMENTS

- Installation and Electrical Hook up of Compatible Automatic Transfer Switch (if unable to reuse existing Kohler ATS)
- Removal and recycling of old Generator with Crane Lift
- Installation of New Generator on current concrete pad with Crane Lift
- New Generator to be anchored to existing concrete pad
- Removal and salvage current fuel load into a holding tank
- Refill salvaged fuel load into new Generator fuel tank
- Existing wiring can be used (to be assessed)
- Ethernet wire to be added to current conduit servicing Generator pad
- Fully tested for operation and internet access

- All service and instruction manuals to be included
- 5-year Inclusive Full Warranty on Generator and ATS (if replaced)

2. Delivery and Materials:

Purchase and delivery FOB destination to WSIPC 2121 W. Casino Road Everett, WA 98204, of the following materials and equipment:

Quantity	Description
1	Cummins 6 cyl. <u>or</u> MTU/John Deere 6 cyl. Must be Diesel (#2 Diesel Fuel)

3. Labor:

Labor, subject to prevailing wage, to install new emergency back-up generator, including, removal and recycling of existing generator. New Generator to be anchored to existing concrete pad (to be done with crane lift), removal and salvage current fuel load into a holding tank, and refill salvaged fuel load into new Generator fuel tank. Installation and Electrical Hook up of Compatible Automatic Transfer Switch (if unable to reuse existing Kohler ATS). Ethernet wire to be added to current conduit servicing Generator pad, and full testing of the generator for operation and internet access.

4. Work Hours:

Contractor to propose work hours and schedule to complete the project subject to WSIPC approval.

Worksite access is available Monday – Friday 7:00 a.m. to 4:00 p.m.

5. Project Completion:

Project must be completed within fifteen (15) working days from date of new generator delivery.

6. Project Work Site:

Contractor will keep the worksite clean and tidy while project is underway and will clean the worksite the end of each workday.

7. Current Site Conditions:

The following photo represents current site conditions.

1. Generator View from WSIPC Driveway looking North



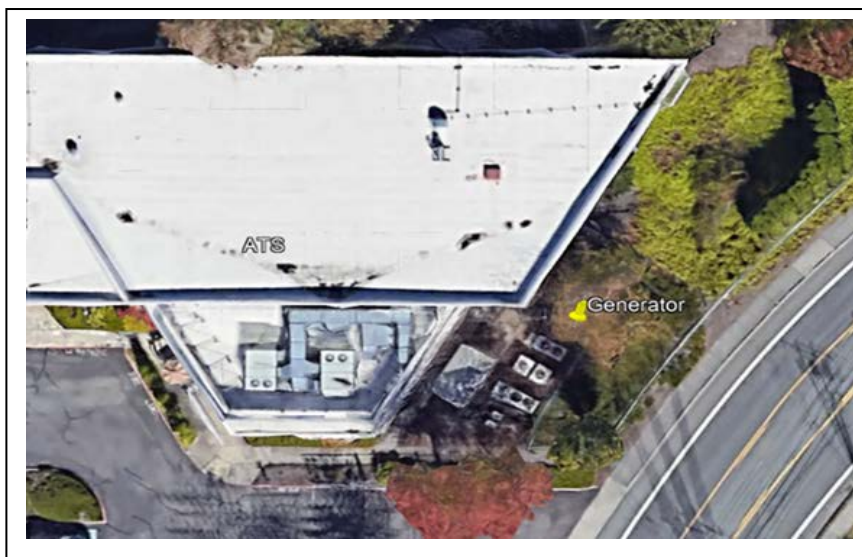
2. Generator View from Near Sidewalk W. Casino Road Looking West



3. Generator View from Across W. Casino Road Looking West



4. Generator Aerial View



Section 5: Bid Sheet

The two (2) pages below comprise the formal bid offer (Bid Sheet and Response Cover Sheet). Complete BOTH pages and return to WSIPC via email, fax, mail or hand delivery to Contract Administrator listed in Section 3, Number 3 – Communication Restrictions.

DO NOT USE ANY OTHER FORM TO SUBMIT YOUR OFFER. SUBMIT NO LATER THAN THE DAY AND TIME SHOWN IN SECTION 2.

BID SHEET

Having carefully examined all documents enclosed herein, the undersigned proposes to perform all work in strict compliance with all documents, for the amount set forth below.

- Bid sheet must be signed.
- Use ink and print legibly.
- Unit prices, when relevant, are mandatory and shall control.
- Initial and date any changes, erasures or cross-outs.

SCHEDULE: Work shall be completed within the timeframe specified in Section 1 after the indicated starting date appearing in an official "Notice to Proceed" issued by WSIPC.

Item	Description	Qty.	Unit	Unit Price: Mandatory	Extended Price
#1	Emergency Back-Up Generator Purchase, Removal and Installation	1	LS	\$	\$

TOTAL BID (NOT INCLUDING TAX) \$ _____

The undersigned acknowledges that all addenda have been taken into account as part of this requirement.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE FOREGOING IS TRUE AND CORRECT.

Vendor Name: _____

Signature: _____ Date: _____

Title: _____

WSIPC
ITB # 24-04-01
EMERGENCY BACK-UP GENERATOR PURCHASE, REMOVAL AND INSTALLATION

Response Cover Sheet

Has your company operated at least one (1) year without interruption?

What is your contractors L&I registration number? _____

Are you current with all required submittals to Labor and Industries for Intents and Affidavits?

Has your company been in bankruptcy, reorganization or receivership in the last five years?

Has your company been disqualified by any public agency from participation in public contracts?

What is your Washington State Unified Business Identifying number?

Are you on the System for Award Management's list of ineligible contractors or list of parties excluded from federal procurement or non-procurement programs? _____

The undersigned hereby accepts the terms and conditions as set forth herein.

This page must be signed and dated by the contractor's representative who is legally authorized to contractually bind the contractor.

Legal Name of Contractor:	_____
Business Address:	_____
	(City) (State) (Zip Code)
	(Phone) (Email)

	(City) (State) (Zip Code)

<u>Signature of Corporation</u>	
Company/Corporate Legal Name:	_____
State of Incorporation:	_____
By:	_____
	(Signature)
Name:	_____
	(Phone) (Email)
Title:	_____
Date Signed:	_____

ATTACHMENT A: INSURANCE

ITB No. 21-04-01

Insurance

Contractor shall, at its own cost and expense, procure and maintain in full force and effect during the term of this Agreement, policies of insurance, covering the operations of Contractor, pursuant to this Agreement:

TYPES OF INSURANCE	LIMITS OF LIABILITY (Minimum Amounts)
Comprehensive or Commercial General Liability and Third-Party Property Damage	\$1,000,000 per occurrence, \$2,000,000 aggregate
Excess Liability insurance	\$2,000,000 per occurrence, \$2,000,000 aggregate
Comprehensive or Business Automobile Liability; Personal Injury (including bodily injury) and Third-Party Property Damage	\$500,000 per occurrence
Workers' Compensation	Statutory limits
Employer's Liability	\$500,000 per accident
Professional Errors and Omissions Insurance	\$1,000,000 per occurrence, \$1,000,000 aggregate

Insured on Policy. WSIPC shall be named as an additional insured on Contractors General and Auto Liability Policies, which shall contain standard cross liability clauses. The Policies listed above should include a waiver of subrogation in favor of WSIPC.

Certificates. Upon WSIPC's request, Contractor shall provide WSIPC with certificates of insurance evidencing all of the above coverage, including any special requirements specifically noted above.

Coverage. Whether written on an occurrence or a claims-made basis, shall be maintained without interruption throughout the term of this Agreement. Policies written on a claims-made basis will: (i) have a retroactive date prior to the date of this Agreement; (ii) be maintained by Contractor throughout the term of this Agreement; and, (iii) be maintained for at least five (5) years after the termination of this Agreement either through policies in force or through an extended reporting period.

Additional Insurance. WSIPC reserves the right, at its sole discretion, to request additional insurance from Contractor for the Services.

SAMPLE

ATTACHMENT B: WSIPC SMALL WORKS CONTRACT

ITB No. 21-04-01

This agreement ("Agreement") is entered into effective as of Month Day, Year ("Effective Date"), by and between **Washington School Information Processing Cooperative** ("WSIPC"), with its principal place of business located at 2121 W. Casino Road Everett, 98204-1472 and **NAME** ("Contractor"), with its principal place of business located at Address City, State Zip.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, Contractor and WSIPC hereby agree as follows:

1. Contractor Services. Contractor agrees to provide, in accordance with the terms of this Agreement, the services as set forth in an Exhibit A- (the "Services") at the worksite described therein (the "Worksite). Unless otherwise specified in an Exhibit A- (sequentially numbered), the Services shall include all labor, materials, and equipment, including, without limitation, the delivery, storage, handling, and installation of material, as well as related and incidental work necessary to result in the successful delivery of the Services. Materials and equipment must meet any WSIPC defined specifications. Services may also include Contractor's Proposal, Scope of Work, Plans, Specifications and any other related Contract documents. Contractor shall provide WSIPC and any inspector free access to examine the performance of the Services.
 - 1.1 Standard of Performance; Guarantee. Contractor shall perform the Services in a competent and professional workmanlike manner and in accordance with the highest professional standards. If WSIPC discovers deficiencies in the Services, then WSIPC will notify Contractor and Contractor must correct, without additional charge to WSIPC, all identified deficiencies within ten (10) calendar days of the notification of WSIPC or such other period as may be permitted by WSIPC. If Contractor fails to correct the identified deficiencies within the permitted period, WSIPC may perform these tasks itself, or through third parties, and recover the cost of the remediation from any amount owed to Contractor or by charging such cost to Contractor.
 - 1.2 Prevailing Wage: This Contract is subject to the requirements of Chapter 39.12 RCW, and as it may be amended, relating to prevailing wages. On Public Works projects, funded in part or in whole with Federal Funds, laws and regulations shall also be applicable. NO WORKER, LABORER OR MECHANIC EMPLOYED IN THE PERFORMANCE OF ANY PART OF THIS CONTRACT SHALL BE PAID LESS THAN THE PREVAILING RATE OF WAGE as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington.

Prior to making any payment under this Contract, the WSIPC must receive an approved copy of the "Statement of Intent to Pay Prevailing Wages on Public Works Contracts" from the Department of Labor & Industries.

It is the Contractor's responsibility to obtain and file the "Statement of Intent to Pay Prevailing Wage". The Contractor shall be responsible for all filing fees. Each invoice may include a signed statement that prevailing wages have been paid by the contractor and

all subcontractors. Following the final acceptance of services rendered, the Contractor shall submit an "Affidavit of Wages Paid".

- 1.3 Hazards; Hazardous Materials and Chemicals. Contractor shall immediately notify WSIPC of any hazard it discovers, as well as any hazardous materials or chemicals used, in connection with the Services. Where Contractor uses any hazardous materials or chemicals in connection with the Services, Contractor shall provide associated Material Safety Data Sheets (MSDS) to WSIPC in advance. Contractor is responsible for verifying the accuracy of the information contained in all MSDS, which must be updated as needed.
 - 1.4 Security; Interference. Contractor is responsible for ensuring that any of its Staff do not disturb the personal property of WSIPC. Contractor shall use its best efforts to minimize inconvenience to WSIPC.
 - 1.5 Clean-up. Contractor shall keep the Worksite and surrounding area free from accumulation of waste materials or rubbish caused by the Services. At completion of the Services, Contractor shall remove rubbish, Contractor equipment, waste, and surplus material that are not the property of WSIPC from the Worksite. Such removal by Contractor and any subsequent disposal, including removal and disposal of any chemicals or hazardous materials, shall be conducted by Contractor, at Contractor cost, in compliance with all applicable federal, state, and local laws, executive orders and regulations.
 - 1.6 Permits and Licenses. Contractor shall secure, at its own expense, all licenses and permits and shall fully comply with all applicable laws, regulations and codes as required by the State of Washington, county of local ordinances.
2. Change Control Procedure. WSIPC or Contractor may, at any time upon written notice to the other party, request increases or decreases to the scope of the Services under an Exhibit A-
 - 2.1 WSIPC Increases to Scope. If WSIPC requests an increase in the scope of Services of an Exhibit, Contractor shall provide WSIPC with a written response that shall include a statement as to whether or not the change has an associated cost or schedule impact. If Contractor's response is approved by WSIPC, WSIPC shall issue a change control form ("Change Control Form"), for mutual acceptance.
 - 2.2 Contractor Increases to Scope. Contractor may request additions to scope by providing WSIPC with a written request that shall include the price increase or credit, and the specific impact on the schedule. If Contractor's request is approved by WSIPC, WSIPC shall issue a Change Control Form for mutual acceptance.
 - 2.3 Decreases to Scope. WSIPC shall have the right to decrease the scope of the Services. In such case, the fee for the applicable Exhibit A- may be reduced by an amount consistent with the decrease in scope.
 3. Contractor Staff. Contractor represents and warrants that it is an independent contractor with no authority to contract for WSIPC or in any way bind or commit WSIPC to any agreement or liabilities. Neither Contractor nor any of its Staff will hold themselves out to be, or be deemed to be, employees of WSIPC. Contractor acknowledges that WSIPC will not carry any workers compensation insurance or any health or accident insurance to cover Contractor or its Staff. Neither Contractor nor its Staff shall be eligible for or participate in any WSIPC compensation, benefit, or pension plan. All employment related taxes, withholdings or contributions for Contractor and its Staff, and all other taxes resulting from performance of this Agreement, together with any interest or penalties shall be paid by Contractor. Contractor shall investigate, hire, pay, supervise, and discharge all Staff required to perform the Services. Contractor shall establish

appropriate procedures and controls so that all Services performed hereunder by an alien shall be performed only by an alien who is legally eligible for employment under United States immigration laws. Upon the request of WSIPC, Contractor shall furnish to WSIPC a certificate of such eligibility with respect to each Staff performing the Services. For the purposes of this Agreement, the Staff, if any, of Contractor shall include its officers, directors, agents, employees, materialmen, and subcontractors (collectively, the "Staff").

- 3.1 Suitability of Staff. Staff assigned to perform the Services shall have the experience and qualifications to perform the same in a professional, efficient, and timely manner. If WSIPC determines that any of the Staff are unsuitable, WSIPC shall advise Contractor of such determination, and Contractor shall immediately replace such Staff.
 - 3.2 Subcontracting. Contractor shall not enter into any subcontracts for the performance of the Services or assign or transfer any of its rights or obligations under this Agreement, without the prior written consent of WSIPC and any attempt to do so shall be void and without further effect. Consent by WSIPC of the subcontracting by Contractor of any of the Services shall not relieve Contractor of any of its duties or obligations under this Agreement, and Contractor shall indemnify and hold WSIPC harmless from any payment required to be paid to any such subcontractors.
 - 3.3 Safety Responsibility. Contractor shall be solely responsible for the conduct, safety, and health of its Personnel and the public in the performance of the Services. Contractor represents that information provided to WSIPC upon WSIPC's request with regard to the safe conduct of its business is accurate and complete. Further, Contractor agrees that it will notify WSIPC immediately upon any change in such information. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger sign warning against known or unusual hazards.
 - 3.4 Correction of Defects: Contractor shall be responsible for correcting all defects in workmanship and/or materials discovered within one year after acceptance of this work. When corrections of defects are made, Contractor shall be responsible for correcting all defects in workmanship and/or materials in the corrected work for one year after acceptance of the corrections by WSIPC. The Contractor shall start work to remedy such defects within seven (7) days of mailing notice of discovery thereof by WSIPC and shall complete such work within a reasonable time. In emergencies where damage may result from delay or where loss of service may result, such corrections may be made by WSIPC, in which case the cost shall be borne by the Contractor. In the event the Contractor does not accomplish corrections at the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.
4. Term and Termination. This Agreement is legally binding as of the Effective Date, and, unless terminated as provided herein.
- 4.1 Termination for Cause. Either party shall have the right to terminate this Agreement by written notice to the other for any breach which is not cured within fifteen (15) days after receipt of written notice of default from the non-defaulting party.
 - 4.2 Termination for Convenience. WSIPC may terminate this Agreement or any Exhibit, in whole or in part, at any time for any reason upon thirty (30) days' written notice to Contractor.
 - 4.3 WSIPC Obligations Upon Termination. Upon termination, WSIPC shall have no further obligations to Contractor other than payment of unpaid Fees in an amount equal to the percentage of Services completed as of the date of termination.

5. WSIPC Provided Equipment. Where WSIPC provides equipment, Contractor agrees to keep such equipment in good order and not permit waste or damage to the same. Contractor shall return equipment provided by WSIPC to WSIPC in substantially the same condition as when Contractor began using the same, ordinary wear and tear excepted.
6. Fees and Billing Procedures. WSIPC agrees to pay Contractor for the Services in accordance with the fee(s) set forth in an Exhibit A- (the "Fees"). During the term of the Agreement, the Fees shall not change without prior written approval of WSIPC.
 - 6.1 Time of Payment. Any Fees due Contractor pursuant to an Exhibit A- for Services performed which payment is not otherwise specified shall be due and payable thirty (30) days after receipt of an invoice from Contractor.
 - 6.2 Expenses. Unless otherwise provided for in an Exhibit A- and agreed upon in writing, Contractor shall be responsible for paying all costs associated with the Services and its business, including without limitation, costs for meals, lodging, transportation, insurance, equipment, and liability insurance. The Fees shall be the exclusive compensation paid by WSIPC to Contractor for the Services.
 - 6.3 Billing Procedures. Unless otherwise provided for under an Exhibit, Contractor's invoice shall contain: (a) WSIPC purchase order number, if any, and invoice number; (b) project name / number; (c) description of Services rendered and / or Deliverables provided; (d) the Fee or portion thereof that is due; (e) name of Contractor's Personnel, if any, number of hours, and hourly rate of each of Contractor's Personnel, if any, where Services are billed on an hourly basis; (f) travel expenses, if any; (g) discounts or credits, if applicable, (g); taxes, if any; and, (h) total amount due. Contractor shall forward invoices to: WSIPC, WSIPCAccountingAP@wsipc.org Attn: Accounts Payable.
 - 6.3 Credits. Any credits or other amounts due to WSIPC from Contractor pursuant to this Agreement or otherwise may be applied or offset by WSIPC against any amount required to be paid by WSIPC to Contractor pursuant to any invoice rendered hereunder. Any credits due to WSIPC that are not applied against Contractor's invoice for any reason shall be paid to WSIPC by Contractor within thirty (30) days following WSIPC's written request for such payment. This Section shall survive the termination of this Agreement.
 - 6.4 No Additional Charges. Except for the Fee described in the applicable Exhibit A- (as the same may be adjusted), and changes in scope agreed upon in writing, WSIPC shall not be billed for, or be obligated to pay to Contractor, any charges, expenses, or other amounts for the Services or otherwise.
 - 6.5 Credits. Any credits or other amounts due to WSIPC from Contractor pursuant to this Agreement or otherwise may be applied or offset by WSIPC against any amount required to be paid by WSIPC to Contractor pursuant to any invoice rendered hereunder. Any credits that are not so applied against Contractor's invoice for any reason shall be paid to WSIPC by Contractor within thirty (30) days following WSIPC's written request for such payment. This Section shall survive the termination of this Agreement.
 - 6.6 Disputed Amounts. Contractor shall maintain accurate records of all fees billable to, and payments made by, WSIPC in a format that will permit audit for a period of not less than three (3) years after payment has been rendered by WSIPC. In the event WSIPC disputes any amount on any Contractor invoice, WSIPC and Contractor agree to use their best efforts to resolve such dispute within ninety (90) days after WSIPC provides written notification of the dispute to Contractor. This Section shall survive the termination of this Agreement.

- 6.7 Taxes. Contractor represents and warrants that it is an independent contractor for purposes of federal, state, and local employment taxes. Contractor agrees that WSIPC is not responsible to collect or withhold any federal, state, or local employment taxes. Any and all taxes (other than sales tax), imposed, assessed, or levied as a result of this Agreement shall be paid or withheld by Contractor.
- 6.8 Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Contractor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon WSIPC, and no action by WSIPC (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding WSIPC with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Contractor and WSIPC in writing.
7. Non-Disclosure of Confidential Information. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties.
- 7.1. Cooperation to Prevent Disclosure of Confidential Information. Each party shall use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, each party shall advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement.
8. Indemnification by Contractor.
- 8.1 General Indemnification by Contractor. Contractor agrees to indemnify, defend, and hold harmless WSIPC, its officers, directors, agents, and employees, insurers, successors and assigns from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments (collectively "Claims"), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from any Indemnitee, by reason of any Claim arising out of or relating to any act, error or omission, breach of this Agreement, or misconduct of Contractor, or its Personnel during the performance of this Agreement, including, without limitation, Claims arising out of or relating to breaches of any representations made under this Agreement.
- 8.2 Liens. Upon the request of WSIPC, Contractor shall immediately cause the effect of any lien to be removed from the Worksite and the real property upon which it is located. In the event Contractor fails to have a lien promptly removed, WSIPC may use any means to have such lien removed and WSIPC shall recover all related costs from any amount owed to Contractor or by charging such cost to Contractor.
- 8.3 Repair of Damage. Contractor shall promptly repair or pay for repair of any damage identified by WSIPC resulting from Contractor's performance of the Services. Where Contractor fails to make such repairs or pay for repairs, WSIPC may recover the cost of the remediation from any amount owed to Contractor or by charging such cost to Contractor.
- 8.4 Loss of Keys. In the event that Contractor is given keys to any portion of a secured area for the Services, the loss of keys by Contractor will result in the total re-key of the affected secured areas at Contractor's sole expense. Where Contractor fails to pay for re-keying, WSIPC may recover the cost of re-keying from any amount owed to Contractor or by charging such cost to Contractor.

8.5 Risk of Loss by Contractor. Storage of Contractor equipment or Materials shall be allowed only with WSIPC's prior written approval and at Contractor's sole risk. Contractor shall indemnify WSIPC against any loss or damage of the same.

9. Indemnification Procedures. Promptly after receipt by WSIPC of a threat of any action, or a notice of the commencement, or filing of any action against WSIPC or any WSIPC Indemnitee, WSIPC shall give notice thereof to Contractor, provided that failure to give or delay in giving such notice to Contractor shall not relieve Contractor of any liability it may have to WSIPC or any WSIPC Indemnitee except to the extent that Contractor demonstrates that the defense of such action is prejudiced thereby. WSIPC shall not independently defend or respond to any such Claim; provided, however, that: (a) WSIPC may defend or respond to any such Claim, at Contractor's expense, if WSIPC's counsel determines, in its sole discretion, that such defense or response is necessary to preclude a default judgment from being entered against WSIPC; and, (b) WSIPC shall have the right, at its own expense, to monitor Contractor's defense of any such Claim. Contractor shall have sole control of the defense and of all negotiations for settlement of such action. At Contractor's request, WSIPC shall cooperate with Contractor in defending or settling any such action; provided, however, that Contractor shall reimburse WSIPC for all reasonable out-of-pocket costs incurred by WSIPC (including, without limitation, reasonable attorneys' fees and expenses) in providing such cooperation. The procedures described in this Section shall in no way affect the indemnification obligations, as further described in this Agreement, of Contractor.

10. Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION SET FORTH HEREIN, AND EXCEPT FOR INDEMNITY OR BREACH OF CONFIDENTIALITY CLAIMS NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, AND/OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM (E.G. CONTRACT, TORT, WARRANTY OR OTHERWISE) OF ANY LEGAL OR EQUITABLE ACTION BROUGHT. CONTRACTOR SHALL BE LIABLE TO WSIPC FOR ANY DIRECT DAMAGES ARISING OUT OF OR RELATING TO THE PERFORMANCE OF CONTRACTOR OR THE FAILURE OF CONTRACTOR TO PERFORM UNDER THIS AGREEMENT. EXCEPT FOR INDEMNIFICATION DAMAGES, IN NO EVENT WILL WSIPC'S LIABILITY FOR DIRECT DAMAGES UNDER THIS AGREEMENT OR ANY DEFAULT OF WSIPC EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY WSIPC TO CONTRACTOR HEREUNDER.

This Section shall survive the termination of this Agreement.

11. Insurance. Contractor shall, at its own cost and expense, procure and maintain in full force and effect during the term of this Agreement, policies of insurance, covering the operations of Contractor, pursuant to this Agreement:

TYPES OF INSURANCE	LIMITS OF LIABILITY (Minimum Amounts)
Comprehensive or Commercial General Liability and Third-Party Property Damage	\$1,000,000 per occurrence, \$2,000,000 aggregate
Excess Liability insurance	\$5,000,000 per occurrence, \$5,000,000 aggregate
Comprehensive or Business Automobile Liability; Personal Injury (including bodily injury) and Third-Party Property Damage	\$1,000,000 per occurrence, \$1,000,000 aggregate
Workers' Compensation	Statutory limits
Employer's Liability	\$1,000,000 per accident
Professional Errors and Omissions Insurance	\$1,000,000 per occurrence, \$1,000,000 aggregate

- 11.1 Insured on Policy. WSIPC shall be named as an additional insured on Contractors General and Auto Liability Policies, which shall contain standard cross liability clauses. The Policies listed above should include a waiver of subrogation in favor of WSIPC.
- 11.2 Certificates. Upon WSIPC's request, Contractor shall provide WSIPC with certificates of insurance evidencing all of the above coverage, including any special requirements specifically noted above.
- 11.3 Coverage. Whether written on an occurrence or a claims-made basis, shall be maintained without interruption throughout the term of this Agreement. Policies written on a claims-made basis will: (i) have a retroactive date prior to the date of this Agreement; (ii) be maintained by Contractor throughout the term of this Agreement; and, (iii) be maintained for at least five (5) years after the termination of this Agreement either through policies in force or through an extended reporting period.
- 11.4 Additional Insurance. WSIPC reserves the right, at its sole discretion, to request additional insurance from Contractor for the Services as set forth on an Exhibit. Should WSIPC determine, that the Services contained in the applicable Exhibit A- require insurance in excess of the limits of this Agreement, any additional insurance must be listed in the applicable Exhibit A-.

12. General.

- 12.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and the federal laws of the United States of America. The parties hereby consent and submit to the jurisdiction and forum of the state and federal courts in the State of Washington in all questions and controversies arising out of this Agreement.
- 12.2 Identification. Contractor shall not, without WSIPC's prior written consent, make use of any trade name, trademark, service mark, insignia, symbol or logo of WSIPC.
- 12.3 Survivability. All provisions of this Agreement that may reasonably be interpreted or construed as surviving termination will survive termination of this Agreement.
- 12.4 Attorney Fees and Costs. In any mediation, arbitration, litigation, or other proceeding, informal or formal, by which one party either seeks to enforce this Agreement or seeks a declaration of any rights or obligations under this Agreement, the non-prevailing party shall pay the prevailing party's costs and expenses, including but not limited to, reasonable attorney fees.
- 12.5 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 WSIPC 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.
- 12.6 Compliance with Laws; WSIPC Policies and Procedures. Both parties agree to comply with all applicable federal, state, and local laws, executive orders and regulations issued, where applicable. Contractor shall comply with WSIPC policies and procedures where the same are posted, conveyed, or otherwise made available to Contractor.

- 12.7 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, pandemic, 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.
- 12.8 Waiver. Any waiver, delay or failure of either Party to enforce any of these provisions shall not be construed to be a waiver of such provision, nor of the right to later enforce such provision.
- 12.9 Notices. Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service, email with delivery receipt, or by United States certified mail.
- 12.10 Assignment of Agreement. Neither Contractor nor any successor, receiver, or assignee of Contractor shall directly or indirectly assign this Agreement, or the rights or duties created by this Agreement, whether such assignment is affected in connection with a sale of Contractor's assets or stock or through merger, an insolvency proceeding or otherwise, without the prior written consent of WSIPC.
- 12.11 Entire Agreement. This Agreement and its attached Exhibits, if any, constitute the entire agreement between the parties and supersede any and all previous representations, understandings, discussions, or agreements between WSIPC and Contractor as to the subject matter hereof. This Agreement may only be amended by an instrument in writing signed by WSIPC and Contractor. Unless expressly provided for in the applicable Exhibit, in the event of a conflict between the provisions contained in this Agreement and those contained in any Exhibit A- to this Agreement, the provisions contained in the Agreement shall prevail.
- 12.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The parties agree that an electronic signature shall have the same force and effect as an original signature.
- 12.13 Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Contractor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon WSIPC, and no action by WSIPC (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding WSIPC with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Contractor and WSIPC in writing.

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

WSIPC
("WSIPC")

NAME
("Contractor")

By: _____ By: _____
Name: _____ Name: _____
Title: _____ Title: _____
Date: _____ Date: _____

Address for Notice:

WSIPC
2121 W. Casino Road
Everett, WA 98204-1472
Attention: Executive Director

Address for Notice:

Attention:

EXHIBIT A-__

Contractor's Statement of Work

This Exhibit A- Contractor's Statement of Work shall be incorporated in and governed by the terms of that certain Master Agreement for Facility Services by and between **Washington School Information Processing Cooperative ("WSIPC")** and [REDACTED] ("Contractor") dated [REDACTED], as amended (the "Agreement"). Unless expressly provided for in this Exhibit A-, in the event of a conflict between the provisions contained in the Agreement and those contained in this Exhibit A-, the provisions contained in the Agreement shall prevail.

- A.1. **Project / Services:** [Enter title of the project, project or service description, scope, and objectives.]
- A.2. **Services:** [Enter a brief description of the services to be provided by Contractor and any deliverables resulting therein.]
- A.3. **Worksite(s):** [Enter the names and locations of the worksite(s).]
- A.4. **Name of Sub-contractor(s):** [Enter full name, address for notice, contact information, including email for all sub-contractors known at the time of contracting; otherwise, specify "Not Applicable."]
- A.5. **Time and Materials:** [If applicable, enter a listing and brief description of time and materials to be provided by WSIPC or by Contractor; otherwise, specify "Not Applicable."]
- A.6. **Equipment:** [If applicable, enter a listing and brief description of equipment to be provided by WSIPC or by Contractor; otherwise, specify "Not Applicable."]
- A.7. **Documents:** [If applicable, enter any documents provided by WSIPC or to be provided by Contractor; otherwise, specify "Not Applicable."]
- A.8. **Start Date:** [Enter the date on which the Services are scheduled to commence.]
- A.9. **End Date:** [Enter the date on which, according to the Schedule, the Services are scheduled to end and all deliverables, if any, should be delivered.]
- A.10. **Schedule:** [If applicable, enter the detailed project schedule in this section or as an attachment by title; otherwise specify "As per Start Date and End Date."]
- A.11. **Cost (Not-to-exceed):** [Enter the total and full amount of the costs for the Project / Services, including labor, materials, equipment, etc. Clearly specify what is included in the Cost, if applicable, include below.]
 - o Time and material; Not to exceed \$0.00
 - o Lump Sum Price Set Forth in the Contractor's Proposal; Not to exceed \$0.00
 - o Unit Prices set forth in the Contractor's Proposal; Not to Exceed

- A.12. **Payments:** [Enter a description of the payments framework: fixed-fee, rates, periodic payments, etc.]
- A.13. **Insurance:** [If applicable, enter the types and amounts of coverage if different than specified in the Agreement; otherwise, specify "Not Applicable."]
- A.14. **Name of WSIPC Project Manager:** [Enter full name, address for notice, contact information, including email.]
- A.15. **Name of Contractor Project Manager:** [Enter full name, address for notice, contact information, including email.]
- A.16. **Additional Terms and Conditions:** [Enter any additional terms and conditions as applicable; otherwise, specify "Not Applicable."]
- A.17. **Contractor Proposal:** [Attach the Contractor's proposal; Services shall be in accordance with Contractor's Name, Title of document dated Month Day, Year, for pricing and configuration only.]

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

WSIPC
("WSIPC")

TBD
("CONTRACTOR")

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTACHMENT C: BID FORM

ITB No. 21-04-01

TO: WSIPC
Cynthia Gefeller, Contract Administrator
2121 W. Casino Road
Everett, Washington 98204-1472

RE: ITB No. 21-04-01

In response to this ITB, the undersigned offers to furnish all of the Goods and Services described in Section 4 Specifications in accordance with the Contract Documents and any Addenda thereto and for the prices and in accordance with the delivery schedule set forth in the attached Schedule of Prices.

By submitting a Bid, the undersigned certifies and agrees that:

1. This Bid constitutes a firm offer, which cannot be withdrawn for ninety days after the official opening of the Bids.
2. The undersigned has examined to its satisfaction, and is fully familiar with and understands all provisions of the Contract Documents and any Addenda thereto including, without limitation, Addenda Nos. ____, ____, and ____;
3. All of the words and figures shown in the attached response are accurate.
4. All statements in this Bid document are true and accurate.
5. By careful examination of the Contract and Bid documents, all Addenda thereto and all other pertinent conditions and matters, the undersigned has satisfied itself as to the nature, location, character, quality and quantity of the Goods and Services required by the Contract Documents and the conditions and other matters that may affect performance.
6. If awarded the Contract, the undersigned will duly execute and deliver to WSIPC the Contract, together with all documents required by the proposal documents, within ten (10) days after it is presented to the undersigned by WSIPC.
7. WSIPC has no obligation to accept any Bid submitted in response to the ITB and may reject any or all such Bids (including, without limitation, the undersigned's Bid) or waive any informalities or irregularities in any Bid or the Bid process.

Legal Name of Contractor:	_____
Business Address:	_____
	(City) (State) (Zip Code)

	(Phone)
Street Address:	_____
	(City) (State) (Zip Code)

<u>Signature of Corporation</u>	
Company/Corporate Legal Name:	_____
State of Incorporation:	_____
By:	_____
	(Signature)
Name:	_____
	(Printed)
Title:	_____
Date Signed:	_____

<u>Representative Acknowledgement</u>	
I, _____,	stated on oath that I am authorized
to sign the document presented and I am the	_____
	(Type of Authority)
of	_____
	(Name of Party on Behalf of Whom Document is Executed)
Additional Information:	

<u>Signature of Individuals, Partnership, or Joint Venture</u>	
[Name of Partnership or Joint Venture, if applicable]	
By (all partners or joint ventures):	
_____	Date Signed: _____
_____	Date Signed: _____
_____	Date Signed: _____
_____	Date Signed: _____

ADVERTISED: April 19, 2021 – Online at WSIPC Web Site at <https://www.wsipc.org/purchasing>

INVITATION TO BID EMAILED: April 19, 2021 - MRSC Small Works Roster

Main Category: Facility Construction, Repair, and Maintenance

Sub-category: Generator Installation, Repair, and Maintenance