

**YAKIMA PUBLIC SCHOOL DISTRICT #7
STANDARD TERMS and CONDITIONS FOR
FOR SMALL WORKS**

By submitting a response to an invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to the solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The district reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the district. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the district, state auditor, or their authorized agents, access to any records necessary to determine contract compliance. The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the Yakima School District or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the district's solicitation document and a vendor's response, the language contained in the district's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the district.

AUTHORITY: The following bid, request for proposal, limited solicitation, or contract is issued under authority of the Yakima School District Board of Directors.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, codes, industry standards, rules and regulations, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. The contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the district procurement agent. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DAMAGE TO EXISTING WORK: The Contractor shall be liable for any damage to existing property. Contractor shall be responsible for locating underground utilities prior to beginning excavations. Any and all damages incurred by the Contractor to existing structure, utilities, equipment, or landscape shall be replaced to the satisfaction of the Owner at the Contractor's expense.

DEBARMENT: The contractor certifies that neither it nor its principals, or any lower tiered participant /sub-recipient of the seller/contractor have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency.

DISABILITY ACCOMMODATIONS: The Yakima School District does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

EMPLOYMENT PROHIBITION: In accordance with Title 28A RCW: The Contractor shall prohibit any employee of Contractor from working at a public school who has contact with children at the school during the course of his or her employment who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9.68A RCW, sexual offenses under Chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Any failure by Contractor to comply with this section shall be grounds for Yakima School District to terminate the contract

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases or limited solicitations ONLY if they are completely received by the district procurement office prior to the time set for receipt. Bids or portions thereof, received after the due time will not be considered.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the district may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the Yakima School District.

FINAL INSPECTION: When ready for completion inspection, the Contractor shall notify the Owner in writing. The Owner's representative will make an inspection and compile a punch list of items, which are not satisfactory or are incomplete. When the Contractor has completed the items on the punch list, he shall notify the Owner in writing and request final payment.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the district, its appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the district, under this agreement.

INSURANCE: Contractor shall maintain the following insurance through a company authorized to do business in the State of Washington, and shall provide Yakima School District (ATTN: PURCHASING DEPT.) with proof of such insurance to be on the Yakima School District Small Works Roster:

- A. Liability insurance for bodily injury and property damage, with coverage of not less than one million dollars for any one occurrence.
- B. The Owner shall be named as an additional insured on all certificates of insurance with the additional insured endorsement attached.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

NONDISCRIMINATION

No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by, or resulting from, this Agreement on the grounds of sex, race, color, creed, or national origin. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination, or suspension in whole or in part of this Agreement the District. The Yakima School District is an Equal Opportunity Employer and complies with the requirements of ADA. Inquiries regarding compliance and/or grievance procedures may be directed to the District's Title IX/RCW 28A.640 compliance officer and ADA coordinator, Jill Kelleher at (509) 573-7066.

PAYMENT TERMS: All progress or partial payments will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the district is allowed 30 days to pay such invoices.

PERMITS: The Contractor shall obtain and pay for the building permit or other permits, inspection fees, licenses, utility locates, royalties, bonds, social security and unemployment compensation.

PERFORMANCE BOND, RETAINAGE: If the price to be paid for the work by District exceeds \$35,000, Contractor shall, pursuant to RCW 39.08.010, post a performance/payment bond.

If the price to be paid for the work by District is less than \$35,000, Contractor shall, pursuant to RCW 39.08.010, either post a performance/payment bond or the Owner will retain 50% of the contract amount for a period of 45 days from date of acceptance or until necessary releases and settlement from liens, if any, whichever is later.

All work under this Contract shall be subject to the requirements of RCW 60.28.011 regarding the retention of a percentage of the amount to be paid Contractor or the provision of other security, pending the completion of the work and the release of any and all liens by subcontractors and suppliers.

PREVAILING WAGE REQUIREMENTS: Contractor shall comply with the requirements of RCW 39.12 regarding the payment of prevailing wages, including the requirements to deliver a Statement of Intent to Pay Prevailing Wages and post notice of such intent prior to commencement of work, and to file an Affidavit of Wages Paid after completion of the work.

PROTECTION OF MATERIALS AND EQUIPMENT: The Contractor shall be held responsible for any and all materials and equipment to be installed under this Contract and will be required to make good at his own cost any injury or damage which said materials or equipment may sustain from any source or cause whatsoever before final acceptance thereof.

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Washington must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Washington, must determine whether they are transacting business in Washington in accordance with Washington State Law. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Washington, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Washington.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SITE SAFETY: Contractor shall protect all school occupants caused by the work, and to the extent possible, Contractor shall minimize any disruption of normal functions and activities of the school during the work. Contractor shall clean up and remove all refuse and unused materials from areas open to school use at the end of each work day, and from all areas prior to final completion of the work. Contractor shall repair, at contractor's expense, any damage caused by contractor while working pursuant to this Contract.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the district of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The Yakima School District is exempt from Federal Excise Taxes.

TERMINATION OF CONTRACT: Unless otherwise stated, the district may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract

THE OWNER: Wherever the term "Owner" or "District" is used in the documents, it refers to Yakima School District, Yakima, Washington.

TIME OF ESSENCE; EXTENSION OF TIME; LIQUIDATED DAMAGES:

A. All times stated in this agreement or in the contract documents are of the essence.

B. The times stated in this agreement or in the contract documents may be extended by a change order from owner's representative for such reasonable time as he may determine, when in his opinion contractor is delayed in work progress by

changes ordered, labor disputes, fire, prolonged transportation delays, injuries, or other causes beyond contractor' control or which justify the delay.

C. Liquidated Damages. Owner will suffer loss if the work is not completed within the times specified herein, plus any extensions allowed in accordance herewith. The parties also recognize the delays, expense and difficulties in proving the actual loss suffered by owner if the work is not completed on time. Accordingly, instead of requiring any such proof, owner and contractor agree that as liquidated damages for delay (but not as a penalty), contractor shall pay owner as specified in the Contract Documents for each day that expires after the time specified herein for completion until the work is finally complete. This amount represents an estimate of owner's damages for loss of use and administrative costs associated with delay.

TOBACCO/DRUG/WEAPON PROHIBITION: Yakima School District property is a tobacco free, drug free, and weapon free environment. Contractor personnel shall conform to this policy at all times while on Yakima School District premises.

UNAVAILABILITY OF FUNDING: The district, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason.

U.S. FUNDS: All prices and payments must be in U.S. dollars.

USE OF OWNER'S PROPERTY: No use of the Owner's present school building facilities may be made by this Contractor without prior approval of the Owner, specifically all utilities such as water, toilets, telephones, etc. The Contractor is to recognize that causing any unwarranted nuisance whatsoever will not be tolerated. All work is to take place in such a way and time as to cause the minimum of nuisance; and such work is to be correlated with the operations of the Owner. The entire premises shall be kept reasonably clean and free from unnecessary debris at all times. The Contractor shall remove all debris prior to final acceptance by the Owner.

VENUE: This solicitation is governed by the laws of Washington. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the Yakima County District Court in and for the County of Yakima, State of Washington, and the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney' fees.

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the district. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

The Contractor shall guarantee the satisfactory operation of all material and equipment installed and shall repair or replace to the satisfaction of the Owner any defective material, equipment, or workmanship which may show itself within one (1) year from the date of final acceptance or according to manufacturer's listed warranty or technical specification, whichever is longest, and shall be held responsible for any damage to other work or excessive costs to Yakima Schools District resulting therefrom. In the absence of a manufacturer's warranty or a guarantee period specified in the Technical Specification, the guarantee shall be for one (1) year, or for any longer period of time required by law.