



NORTHSHORE SCHOOL DISTRICT No. 417  
Bothell, Washington

REQUEST FOR PROPOSALS

BEHAVIORAL SPECIALIST SERVICES  
for  
Northshore School District

Bid Opening: July 2, 2019, 2:00 P.M.

# REQUEST FOR PROPOSALS

## BEHAVIORAL SPECIALIST SERVICES

Notice is hereby given that sealed proposals will be received by the Northshore School District No. 417, Bothell, WA, hereinafter referred to as District, from qualified Bidders for Behavioral Specialist Services. Proposals are due at 2:00 P.M., July 2, 2019. Each proposal shall be in accordance with the Request for Proposals Document. The District intends to execute multiple contracts for a one-year term with four additional one-year optional extensions. The total annual budget for these services is approximately \$2,400,000. The Northshore School District reserves the right to reject any or all proposals, and to waive any informalities or irregularities in the RFP process. The Request for Proposals Document is available at <http://www.nsd.org/business>. Small Businesses and Minority and Women-Owned Businesses are encouraged to apply.

Publication:           Seattle Daily Journal of Commerce  
                              June 11, 2019  
                              June 18, 2019

**BEHAVIORAL SPECIALIST SERVICES**

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## BEHAVIORAL SPECIALIST SERVICES

### TERMS AND CONDITIONS

#### PART 1 – INSTRUCTIONS TO BIDDERS

##### 1.01 GENERAL INSTRUCTIONS TO BIDDERS:

- A. Northshore School District (“District”) is requesting proposals from Behavioral Specialist Agencies (“Bidders”) to provide services to Northshore School District. The District intends to execute multiple contracts for a one-year term with four additional one-year optional extensions.
- B. Bidder shall submit one (1) clearly marked original, three (3) complete paper copies, and one (1) electronic copy of the proposal in PDF format on a flash drive. Proposals are to be submitted in a sealed envelope or box addressed to Ashley Clericus, Contracts and Procurement Manager, Northshore School District, 3330 Monte Villa Parkway, Bothell, WA 98021. The envelope/box shall contain the following information on its face: the name of the Bidder, Bidder’s address, and the title “BEHAVIORAL SPECIALIST SERVICES RFP.” It is the sole responsibility of the Bidder to see that its proposal is received at the designated location by the designated time. Proposals shall be hand-delivered or sent via certified mail to ensure that they are received by the due date and time. Electronically transmitted or faxed proposals will not be accepted.
- C. District intends to award contracts to the responsive and responsible Bidders whose proposals offer the best overall value to the District. Additional information about scoring of proposals can be found in Section 3 below.
- D. The term of this contract will run from September 1, 2019 through August 31, 2020, with the option, at the discretion of the District, to renew on an annual basis for four (4) ensuing years under the same terms and conditions. The successful Bidder must certify that all of the services proposed are readily available and that District will not incur costs in excess of the proposed rates for the duration of the contract period and any optional extension terms.

E. Distribution of this RFP or receipt of any proposal shall not constitute a commitment by the District to any Bidders. If it is determined that the submitted proposals are not economically beneficial to the District or for other business reasons, the District may, at its sole discretion, reject all proposals or waive informalities in the request for proposal process.

F. The following is a draft schedule of procurement activities related to this RFP:

| <u>Date</u>        | <u>Activity</u>  |
|--------------------|--|
| 6/11/2019          | Date of First Advertisement  |
| 6/18/2019          | Pre-Proposal Conference at District Administrative Office-Boardroom at 4:00PM PST            |
| 6/18/2019          | Date of Second Advertisement   |
| 6/25/2019          | Last Day to Submit Questions or Requests for Clarifications                                  |
| 7/2/2019 at 2:00PM | Proposal Due Date, Public Bid Opening at District Administrative Office- Room 101 at 2:00 PM |
| 7/29/2019          | Notice of Intent to Award (All Bidders Notified)   |
| 8/29/2019          | Contract Awarded   |
| 9/1/2019           | Contract Period Begins   |

G. Bidders are strongly encouraged to attend an optional Pre-Proposal Conference on June 18, 2019 at 4:00PM in the Boardroom at the District Administrative Office, 3330 Monte Villa Parkway, Bothell, WA 98021. The Pre-Proposal Conference is for informational purposes only and communications will not be binding requirements for this RFP. A copy of the sign-in sheet and Conference presentation will be made available on the District website (<http://www.nsd.org/business>) within one business day of the Conference.

## 1.02 PREPARATION OF PROPOSAL FORM

- A. Bidder must submit a complete proposal in accordance with the requirements of Section 3 below. All costs in submitting a proposal, responding to inquiries, and if requested, demonstration of services shall be borne in full by the interested Bidder.

## 1.03 SIGNATURES

- A. The proposal cover letter and all required forms must be signed in the name of the Bidder and must bear the title and signature of the person duly authorized to sign the proposal. The copy of the proposal designated as the original shall contain original signatures.

## 1.04 WITHDRAWAL OF PROPOSAL

- A. Any Bidder may withdraw its proposal, either personally or by written request, at any time prior to the scheduled closing time for receipt of proposals. Proposals cannot be withdrawn once submitted and will be valid for a period of 90 days from the date due.

## 1.05 EXAMINATION OF RFP REQUIREMENTS, QUESTIONS

- A. Bidders shall thoroughly examine and be familiar with all instructions, conditions, and/or specifications. The failure of a Bidder to receive or examine any form, attachment, clarification, addendum or other document, or visit to the site when required in order to acquaint the Bidder with existing conditions, shall in no way relieve the Bidder from obligations concerning the proposal or the contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.
- B. Questions or requests for interpretation of specifications must be emailed to Ashley Clericus, Contracts and Procurement Manager, at [aclericus@nsd.org](mailto:aclericus@nsd.org), referencing the title of this RFP in the subject line. Interpretations and answers to questions shall be communicated by a formal Clarification document that will be made available to all Bidders. Any Addendum or Clarification issued will be posted to the District website ([www.nsd.org/business](http://www.nsd.org/business)). It is the responsibility of the Bidder to check the District website regularly for updates. No oral interpretation of any provision in the proposal documents will be made to any Bidder.

- C. During the time period that this RFP is active beginning with the date of first advertisement and ending with the date of contract award, no Bidder shall have any communication with any employee or contractor of District about this RFP except for Ashley Clericus, Contracts and Procurement Manager. Violations of this requirement may result in disqualification of Bidder.

1.06 CONTRACT

- A. Bidder shall review the attached Sample Contract (Attachment F). Bidder shall be prepared to execute this document if selected. If Bidder would like to request revisions to the Sample Contract terms, Bidder shall submit a statement in the Appendix of its proposal indicating any terms that it would like to negotiate. These terms should be clearly identified by reference to the Section number of the Sample Contract where the terms can be found. Bidder shall clearly indicate the suggested revisions to terms. District reserves the right to negotiate these contract terms with the selected Bidders.

1.07 DELIVERY

- A. Delivery of services must occur during District-agreed upon hours.

1.08 TAXES

- A. Proposals are not to include sales tax. The District is exempt from Federal Excise Taxes.

1.09 BACKGROUND CHECKS

- A. All of Bidder's employees who will have regularly scheduled unsupervised access to children will be required to have a background check completed. Please refer to the Sample Contract in Attachment F for more information about the background check requirement. Copies of completed background checks shall be submitted to the District prior to each employee providing services. Costs for the background checks will be the responsibility of the Bidder.

1.10 PROTEST PROCEDURE

- A. District's Protest Procedure can be found on the website at <http://www.nsd.org/business>.

## 1.11 PUBLIC INFORMATION/CONFIDENTIALITY

- A. The District understands that Bidders may include within their proposal information that is deemed confidential in the opinion of the Bidder. The Bidder must understand that the District is subject to clear legislation governing open records and public information requests within the State of Washington. Bidders must clearly mark portions of their proposal that they feel are exempt from disclosure pursuant to RCW 42.56 or any other state and federal statute and include an explanation as to why they believe the indicated documents are exempt. The District will not be bound by any blanket confidentiality agreements, and the District makes no assurances that confidential materials will be held in confidence if they are not deemed qualified for exemption.
  
- B. Bidder acknowledges the obligations for maintaining the confidentiality of student records and access to the parents and students of such records in accordance with the Family Education Rights and Privacy Act (FERPA) and, if applicable, the Health Insurance Portability and Accountability Act (HIPAA).

**BEHAVIORAL SPECIALIST SERVICES**PART 2 – SCOPE OF WORK2.01 SCOPE OF WORK

Northshore School District (“District”) seeks proposals from responsible and experienced providers of Behavioral Specialist Services to provide assistance as described herein to our students and families. The successful Bidder will be one(s) who can meet or exceed the following criteria:

- A. Provide the supervision and support that students shall receive under the direction of District-certified staff members for each learning activity; record data during the monitoring of student performance.
- B. Monitor and record behavior including any use of emergency response protocol procedures per District record keeping practices. Bidder will provide monthly data and reports and will work with the District regarding the format of that data. Reports may include adaptive behavior and academics for assigned students.
- C. Assist with adaptive skills such as dealing with toileting, menstruation, masturbation, lifting, etc.
- D. Work with physical, verbal and self-injurious aggressive behavior.
- E. Track and monitor use of restraint and isolation in an effort to reduce frequency of such occurrence.
- F. Have ability to utilize or be trained by District staff in use of assistive technology including communication systems.
- G. Collaborate with school teams and follow District requirements for communicating student information. Bidder will follow District directives around contact with families and District staff.
- H. May potentially need to assist students within the family home.
- I. Have knowledge of and a willingness to be trained on Autism.

- J. Be knowledgeable about trauma informed practices.
- K. Train agency staff on positive behavior supports and behavior management.
- L. Maintain professional appearance, conduct and appropriate boundaries in the performance of this contract.
- M. Ride the bus with a student or provide transportation to and from school as requested.
- N. Provide academic and behavior support that is in alignment with IEP goals.
- O. Provide all aspects of elimination and hygiene to include:
  - 1. Able to lift and transport students by self, with help and/or lift device.
  - 2. Understand use of various life techniques and equipment.
  - 3. Provide diaper changes.
- P. Provide for all aspects of environmental safety to include:
  - 1. Understand use of various equipment, e.g. walker, wheelchair, stander device, Stryker Chair.
  - 2. Assist with student evacuation during building emergency drills and/or actual emergency events.
  - 3. Able to stay with the student in the event of an emergency or building lock-down that extends beyond the school day.
- Q. Provide assistance with psycho-social and developmental needs to include:
  - 1. Understand developmental needs of school-age child.
  - 2. Assist with specialized social needs, e.g. non-verbal students.
  - 3. Follow specialized plans/goals or behavior plans.
  - 4. Assist and provide training for students to develop independence to the extent possible and as outlined in care plans/IEP, e.g. ability to get help when needed or provide self-care.
- R. Bidder is responsible for following District procedures associated with federal and state laws governing the education of students. In an effort to clarify agency staff roles, please be aware that the Bidder will be required to report any isolation or restraint events in which they are involved to the classroom special education teacher. (RCW 28A.600.485)

- S. Fully comply with all substantive and procedural requirements and limitations otherwise imposed upon public school districts by any state or federal constitutional, statutory, or administrative code provision respecting any action or inaction that directly or indirectly affects or could affect a student or his/her parent/(s) or custodian(s), or their property.
- T. Respond to reasonable request by the District for any documentation.
- U. Immediately notify the District of any complaints regarding services, conditions, or treatment of contracted students. Such notification is not limited to formally written complaints to OSPI, but shall include complaints or concerns brought to the attention of Bidder by parents of students contracted by the Bidder by the District.
- V. Comply with applicable state and federal requirements for Special Education.
- W. Provide to the District the names of employees and their assignments to District students prior to the start of service and provide updates when changes in assignments occur.
- X. Names of providers and their assignment locations will appear on each invoice.
- Y. Bidder will refrain from soliciting business from parents of District students.
- Z. Bidder will inform the District's contact of any personnel cancellations no later than two (2) hours prior to reporting time and will work with the District's contact to provide replacement personnel.
- AA. Bidder acknowledges that the district may require as few as one (1) specialist and as many as ten (10) specialists per school year. The number of personnel required is an estimate and the District reserves the right to alter quantities throughout the Agreement period as necessary to best meet the needs of the District.
- BB. District will immediately notify the Bidder should any of its personnel or subcontractors assigned to the District fail to report for work as scheduled.
- CC. Bidder will commit to the District's school calendar schedule. Daily hours may vary from four (4) to eight (8) hours as described by the District's calendar. Days of the week may vary based on the District's calendar.

DD. Bidder will provide trained, certified personnel within ten (10) school days after notification of need by the District unless specific emergency needs arise at which time the District and Bidder will work towards a mutually agreeable solution.

## 2.02 REQUIRED QUALIFICATIONS

- A. In order to be considered as a qualified applicant, each Bidder must submit evidence regarding experience and capability in providing successful behavioral specialist services. The experience, responsibility, and work of the Bidder will be considered in the evaluation of proposals.
- B. Any proposing Bidder shall have provided similarly contracted services for at least three (3) other public agencies. Bidder must provide a list of references in Attachment A. The District reserves the right to obtain references via the Bidder's submitted list, its own contacts, or in any other way available to the District.
- C. Bidder certifies that all state and federal endorsement and certification requirements are met and maintained by Bidders' employees and the Bidder will provide said endorsements and certifications upon request.
- D. Agency staff will be current on Agency Certification including CPR/First Aid, Right Response, CPI or similar de-escalation and restraint processes. Staff shall be trained on how to safely handle bodily fluids.
- E. Bidder will follow its standard employment policies and procedures to verify that all personnel meet applicable licensing requirements. Bidder or its subcontractor, if applicable, will maintain direct responsibility as employer for payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, workers compensation, and unemployment insurance.
- F. If the District determines that an employee provided by the Bidder is incompetent, has engaged in misconduct, or has been negligent, the District may require the individual to leave the premises and will notify the Bidder immediately. The District's obligation to compensate for such individual's services will be limited to the number of hours actually worked. The Bidder will not reassign the individual to the District without prior approval from the District.
- G. Bidder will supply personnel under this Agreement at the rates listed on the Proposal Form document.

H. District reserves the right to interview personnel assigned to the District to ensure the best fit for the student prior to providing service for the student.

**BEHAVIORAL SPECIALIST SERVICES****PART 3 – CONTENT, FORM, AND EVALUATION OF PROPOSALS****3.01 CONTENT**

- A. Interested Bidders are cautioned to provide as much detail as possible pertaining to their capabilities and experience to the services outlined in this proposal, however Bidders should not include extraneous marketing materials. Information shall be presented in a clear, comprehensive, and concise manner and in the format prescribed below.
- B. At a minimum, each proposal must include the following items:
1. Cover Letter
  2. Company Information and References (Attachment A.)
  3. Certifications (Attachments B, C, & D)
  4. Technical Proposal
  5. Cost Proposal (Attachment E)
- C. The proposal shall be organized in the following format:
1. Cover Sheet
  2. Table of Contents
  3. Cover Letter
  4. No longer than 1 double-sided page.
  5. Company Information and References
    - a. Provide response to Evaluation Criteria 3.02A below using Attachment A form.
  6. Technical Proposal
    - a. Provide Responses to the Evaluation Criteria 3.02B below.
    - b. No longer than eight (8) double-sided 8 ½" x 11" pages.
  7. Cost Proposal
    - a. Provide response to Evaluation Criteria 3.02C below using required Attachment E form.
  8. Appendix
    - a. Include all required certification forms in this section (Attachments B, C and D).

### 3.02 EVALUATION CRITERIA

#### A. Prior Experience of Bidder, Including References

Specialized experience and technical competence of the Bidder, any proposed subcontractors, and key staff members. Past record of performance with other School Districts or public bodies and with private industry, including such factors as quality of work, ability to meet schedules, responsiveness, and cooperation. Recent experience of the Bidder and successful completion of work of a similar type and complexity will be a material consideration.

#### **Proposal Requirements:**

1. Completion of Attachment A, Company Information and References form, including:
  - a. Brief resume of the Bidder, including: home and branch office information; date established; former name(s); and type of ownership or legal structure.
  - b. Three references from former or current clients related to the required tasks above including contact name, phone number, email address, and a brief description of the work performed. Northshore School District and its current or past retired employees may not be used as references. References will be contacted, therefore accurate contact information is required. Failure to provide accurate contact information may result in scoring deductions.

#### B. Technical Proposal

Services proposed should meet or exceed the requirements outlined in Part 2 above. Proposals should demonstrate an understanding of the needs of District and propose a solution to meet those needs.

#### **Proposal Requirements:**

1. Bidder shall provide detailed responses to the following prompts:
  - a. How many behavioral specialists do you have on staff?
  - b. Describe your behavioral specialists' experience working with children in a school environment.
  - c. Describe your training and certification practices for behavior specialists, including training on CPR/First Aid, de-escalation and restraint processes, Autism and trauma-informed practices.
  - d. Indicate the communication protocol your company will use to communicate new or changed assignments, attendance of specialists, and complaints or concerns from parents to the District.

- e. Describe your company's substitution/back-up process for employees that are not able to meet that day's assignment. What are the processes if the student is absent?
- f. Please describe your company's "plan of improvement" and/or disciplinary process for your staff.
- g. Explain your processes for data collection.

C. Pricing

Pricing should include all applicable costs to the District for the services requested for the length of the contract period. This includes, but is not limited to, costs for background checks, overhead expenses, and profit.

**Proposal Requirements:**

- a. Completed Cost Proposal Form.

3.03 EVALUATION OF PROPOSALS

- A. Once received, Proposals will be evaluated for responsiveness. A Proposal will receive a pass/fail determination for each of the following criteria:
  - 1. Submission of one original proposal, one electronic copy, and the correct number of paper copies. Proposal must comply with all page limit requirements.
  - 2. Proposal contains the minimum required sections indicated in Section 3.01B of the RFP.
  - 3. Bidder provided an active Washington Business License number
  - 4. Bidder is not debarred from receiving government funds
  - 5. All required forms and the cover letter have signatures of authorized person.
  - 6. Bidder is able to provide all equipment, products and services requested in Section 3 of the RFP.
  - 7. Any other criteria which may be relevant to this determination.
  
- B. If a Proposal receives a pass score from the responsiveness evaluation, it will proceed to responsibility evaluation. Evaluations will be based on the criteria listed below. The District will assign points to each responsive proposal at its own discretion.

| <b>CRITERIA</b>                                  | <b>MAX. POINTS</b> |
|--|--------------------|
| Price  | 35                 |
| Technical Proposal                               | 35                 |
| Prior Experience of Bidder, Including References | 20                 |
| Proposal Quality                                 | 10                 |
| <b>TOTAL</b>                                     | <b>100</b>         |

1. Proposal Quality refers to the overall quality of the proposal submitted by the Bidder. This includes completeness, compliance with proposal instructions, organization, spelling and grammar, and conciseness of descriptive text material.
2. Points for Price will be awarded based on the hourly rate proposed for services. The lowest rate will be awarded a score of 35. Pricing scores will be reduced by 5 points for each following proposal (ex.-The second lowest rate will receive a score of 30, third-lowest will receive 25, etc.). In the event that proposals indicate the same rate, they will receive the same numerical score.
3. The District reserves the right to contact Bidders to clarify proposals and/or ask for additional information. This may include requests for demonstration of services proposed.
4. The District reserves the right to waive any irregularity in any proposal, to accept or decline any and/or all of the proposals, to take no action whatsoever, and/or to request the submittal of new proposals. All proposals submitted become the property of the District and will not be returned.

C. Once scoring is complete, District will determine which Bidders have the highest total scores. District will issue a Notice of Intent to Award contracts to the highest-ranked Bidders. All Bidders who submitted a proposal will be notified in writing of this decision.

### 3.04 DISQUALIFICATION OF BIDDERS

- A. The District in its discretion may determine that a Bidder is not responsible and reject its proposal for any of the following reasons:
  1. Evidence of collusion with any other Bidder or Bidders. Participants in such collusion shall be disqualified from submitting any further proposals.
  2. If District determines that Bidder is not qualified to perform the contract.

3. Unsatisfactory performance record, judged from the standpoint of conduct of service, or progress, as shown by past or current service for the District.
4. Failure to pay or settle bills on any former or current contracts.
5. If the Bidder has previously defaulted in the performance of a written public contract, or has been convicted of a crime arising from a previous public contract.
6. Any other inability, financial or otherwise, to perform the contract.
7. For any reasons deemed improper as determined from a pre-award survey of Bidder's capability to perform.
8. Any proposal submitted by a Bidder who is not registered or licensed as may be required by the laws of Washington State.

### 3.05 EXCEPTIONS

- A. Bidder is expected to provide services compliant with the requirements included in Section 2 above. If Bidder is not able to meet these requirements, Bidder may submit a statement in the Appendix of its proposal indicating any requirements which cannot be met. These requirements should be clearly identified by reference to the Section number of the RFP where the requirements can be found. Bidder shall provide a detailed statement indicating why these requirements cannot be met. District reserves the right to evaluate these requirements and determine whether to determine that the proposal is non-responsive or remove the requirement from consideration for all proposers and equitably evaluate all proposals based on the revised requirements. Bidder is strongly encouraged to request a revision to the requirements using the process indicated in Section 1.05 of the RFP prior to the due date for proposals.
- B. Bidder shall review the Sample Contract for this RFP (Attachment F) and be prepared to execute this document if selected. If Bidder would like to request revisions to the Sample Contract terms, Bidder shall submit a statement in the Appendix of its proposal indicating any terms that it would like to negotiate. These terms should be clearly identified by reference to the Section number of the Sample Contract where the terms can be found. Bidder shall clearly indicate the suggested revisions to terms. District reserves the right to negotiate these contract terms with the selected Bidder.

**BEHAVIORAL SPECIALIST SERVICES**

**ATTACHMENT A**

**COMPANY INFORMATION AND REFERENCES**

**I. Brief Resume of Bidder**

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

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

\_\_\_\_\_

## II. References

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**BEHAVIORAL SPECIALIST SERVICES**

**ATTACHMENT B**

**CERTIFICATION**

Pursuant to and in compliance with this Request for Proposal and all documents relating thereto, the undersigned hereby offers to furnish and deliver any or all of the articles enumerated at the prices quoted herein.

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

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

UBI Number: \_\_\_\_\_

DUNS Number: \_\_\_\_\_

Acknowledge receipt of addendum # \_\_\_\_\_ through \_\_\_\_\_.

**BEHAVIORAL SPECIALIST SERVICES**

**ATTACHMENT C  
DEBARMENT AND ANTI-LOBBYING CERTIFICATION**

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

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

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

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

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

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

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

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in FAR 52.203 - 11 and 52.203 - 12 and 31 U.S.C. 1352, the “Byrd Anti - Lobbying Amendment.”

(a) FAR 52.203 - 12, “Limitation on Payments to Influence Certain Federal Transactions” is hereby incorporated by reference into this certification

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

(c) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Printed Name

Company

**BEHAVIORAL SPECIALIST SERVICES**

**ATTACHMENT D**

**COOPERATIVE PURCHASING INFORMATION**

In the event another area school district or public entity has the need for the same services, they may wish to utilize another executed bid in the area. RCW 39.34 allows cooperative purchasing between public agencies in the State of Washington. Public agencies that have, or in the future file an Interlocal Cooperative Purchasing Agreement with the District may purchase from the District’s contracts, provided that the Bidder has agreed to such participation.

If the cooperative purchasing process is allowed, then each district will take responsibility for its own purchase orders, payment procedures, evaluations, and scheduling of Bidder’s services. Each district will take responsibility for performance of any purchasing contract with the Bidder.

Each Bidder shall indicate on this bid form whether it will honor the pricing and terms and conditions to other public agencies in accordance with this Agreement’s terms and conditions. Award of the contract(s) will not be affected by the Bidder’s agreement to allow cooperative purchasing. The District will not have any responsibility or liability for orders issued by other public agencies utilizing the District’s contract through an Interlocal Agreement.

As per the terms and conditions of this contract, will the Bidder allow public agencies in addition to Northshore School District to purchase from this contract?

Yes: \_\_\_\_\_ No: \_\_\_\_\_ (check one)

If yes, Bidder will have opportunity to review ability to perform/deliver to requesting agencies prior to commencement of services.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company

**BEHAVIORAL SPECIALIST SERVICES**

**ATTACHMENT E**

**COST PROPOSAL**

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

|  |                   |
|--|-------------------|
| Behavioral Specialist                                    | \$ _____ per hour |
| Travel (only if transporting students between locations) | \$ _____ per mile |

**BEHAVIORAL SPECIALIST SERVICES**

**ATTACHMENT F**

**SAMPLE CONTRACT**

Attachment F: Sample Contract is a PDF Document available on the District website at <http://www.nsd.org/business>. Bidder shall review the Sample Contract and be prepared to execute this document if selected. If Bidder would like to request revisions to the Sample Contract terms, Bidder shall submit a statement in the Appendix of its proposal indicating any terms that it would like to negotiate. These terms should be clearly identified by reference to the Section number of the Sample Contract where the terms can be found. Bidder shall clearly indicate the suggested revisions to terms. District reserves the right to negotiate these contract terms with the selected Bidders.