



**Highline Public Schools NO. 401  
15675 Ambaum Boulevard SW  
Burien, WA 98166**

# **REQUEST FOR PROPOSAL**

**RFP 21/22-6 K-12 Music Curriculum**

**Release Date**

**February 1<sup>st</sup>, 2022**

**Written Proposals Due No Later Than**

**February 16<sup>th</sup>, 2022**

4:00:00 PM (Pacific Standard Time)

(Mailed to Central Office, Bernard Koontz, 15675 Ambaum Boulevard SW, Burien WA, 98166)

**Materials Samples Due No Later Than**

**March 3<sup>rd</sup>, 2022**

3:45:00 PM (Pacific Standard Time)

(Mailed to Instructional Resource Center, Jami Haskin, 22001 9<sup>th</sup> Ave S, Des Moines, WA, 98198)



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Burien, WA 98166**

**DATES TO ADVERTISE**

February 1<sup>st</sup>, 2022

February 8<sup>th</sup>, 2022

**ADVERTISEMENT FOR REQUEST FOR PROPOSAL**

Highline Public Schools will accept proposals on or before February 16<sup>th</sup>, 2022 at the Central Office, 15675 Ambaum Boulevard SW, for RFP 21/22-6 K-12 MUSIC CURRICULUM

RFP documents may be picked up at the address listed below or you may view an electronic copy on the Purchasing Page of the Highline Public Schools website. (<https://www.highlineschools.org/departments/business-finance/purchasing>)  
The Highline Public Schools No. 401, King County, Washington, reserves the right to cancel or postpone the bid opening, reject any, and all proposals, and to waive any informalities or irregularities in any bid, or parts thereof.

To be advertised in Daily Journal of Commerce, February 1<sup>st</sup>, 2022 and February 8<sup>th</sup>, 2022



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#### RFP CHECK LIST

- ✓ Review all RFP documents and attachments
- ✓ Attachment A Cooperative Purchasing Agreement
- ✓ Attachment B Federal Debarment Letter
- ✓ Samples
- ✓ W9
- ✓ Additional Information/Materials for proposed program

This list is prepared for the Contractor's convenience, this list shall not be construed to alleviate the Contractor of formalities and requirements of the bidding documents.



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## SECTION I – INTRODUCTION

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### **REQUEST FOR PROPOSAL** **RFP 21/22-6 K-12 MUSIC CURRICULUM**

**RELEASE DATE**  
February 1<sup>st</sup>, 2022

**WRITTEN PROPOSALS DUE NO LATER THEN**  
**February 16<sup>th</sup>, 2022, 4:00:00 PM (Pacific Standard Time)**  
**MATERIALS SAMPLES DUE NO LATER THEN**  
**March 3<sup>rd</sup>, 2022, 3:45:00 PM (Pacific Standard Time)**

### **INTRODUCTION**

Highline Public Schools will accept Written bid proposals for K-12 Music Curriculum thru February 16th, 2022, to be delivered not later than the scheduled due date.

The purpose of this Request for Proposal is to seek out K-12 Music Curriculum for the district. Highline Public Schools No. 401 is comprised of one (1) early learning center, two (2) grades 6-12 school locations, five (5) middle school locations, twelve (12) high school locations, one (1) athletic stadium, eighteen (18) elementary school locations, one (1) administrative office and several support facilities (transportation, maintenance, facilities management, etc).

The central office of Highline Public Schools No. 401 is located at 15675 Ambaum Boulevard S, Burien Washington, 98166 in the County of King, State of Washington. The District has an approximate student population of 17,000 and an administrative/teaching/support staff of approximately 2,500

This RFP contains instructions for submitting a bid, the procedures and criteria by which a contractor will be selected and the contractual terms by which the District proposes to govern the relationship between it and the selected contractor.

Highline School District No. 401 provides equal access to its programs and services for all people without regard to race, creed, color, religion, national origin, age, gender, sexual orientation, marital status or disability. If you require special assistance for this information in an alternative format, please contact Bernard Koontz, (206) 631-3155.



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## POINT OF CONTACT

RFP documents may be picked up at the address listed below or you may view an electronic copy on the [Purchasing Page of the Highline Public Schools website](#). For assistance, please contact the Executive Director of Teaching, Learning & Leadership, Bernard Koontz.

**Please note: We are a closed district, and ask that publishing representatives not contact individual members on the committee, nor individual schools. This includes solicitations by mail, e-mail, phone, or visitations at schools. Please note that failure to comply with this request can result in having your company's curriculum materials removed from consideration.**

## SCHEDULE OF EVENTS

The estimate schedule of events through award of the contract is outlined below.

Event	Date
RFP Release & 1 <sup>st</sup> Advertisement	February 1st, 2022
RFP 2 <sup>nd</sup> Advertisement	February 8th, 2022
Written Proposal Due Date	February 16 <sup>th</sup> , 2022, at 4:00:00 PM (Pacific Standard Time) <b>Central Office, Bernard Koontz 15675 Ambaum Blvd SW, Burien, WA 98166</b>
Materials Samples Due Date	March 3 <sup>rd</sup> , 2022, at 3:45 PM (Pacific Standard Time) <b>Instructional Resource Center, Jami Haskin 22001 9<sup>th</sup> Ave S, Des Moines, Wa, 98198</b>
Completion of Review, Evaluation, Scorings, and Notification of Award On or Before	June 30 <sup>th</sup> , 2022

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## SECTION II – PROPOSAL SUBMITTAL REQUIREMENTS

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### Proposal Requirements

The general purpose of this proposal is to secure pricing for K-12 Music curriculum for Highline Public Schools No. 401. The elementary (K-5th grade) curriculum supports a general education music program for all students that meets twice weekly. The secondary (6th-12th grade) curriculum supports ensemble music courses in band, jazz band, orchestra, choir, and world music as well as courses focused on ukulele and guitar.

### Proposal Submission

The proposal shall include the following completed documents:

- Proposer’s Information (form provided herein)
- Response to questions
- References
- Sample Materials
  - For print-based curricula: one set of materials for each grade level K-12; include ancillary components such as assessments, teacher guides, study guides, and other print materials.
  - For materials that include online access, provide online access to teacher and student editions and other digital resources
  - Include a list of materials that are available in other languages, such as Spanish or Vietnamese, if any.

The District shall not be liable for any expenses incurred in the preparation of presentation of bidder’s proposal.

Proposers must be in full compliance with federal, state and local laws, rules and regulations that in any manner affect the items covered herein. Lack of knowledge by the proposer shall in no way be cause for relief from responsibility. Become familiar with and abide by current federal laws, state and local statutes, regulations and ordinances that could impact pricing or performance.

All materials submitted in response to the RFP shall become the property of the District. All sample materials may be destroyed after the final award of the RFP by the district.

### Evaluations

The District will evaluate all proposals from responsible and responsive proposers. Evaluation of the proposals received in compliance with the RFP instructions will be performed for the purpose of selecting a company which best meets the needs of the District. Before the proposals are awarded, the District reserves the right to conduct due-diligence reference checks and investigate in any way the District determines is appropriate to ensure the Proposer’s company is in the District’s best interest.

The process is guided by the Highline School Board’s Policy 2020 and its procedure, which states general consideration for materials selection:

Core instructional materials shall be selected based upon the degree to which they:

- A. Demonstrate likelihood of impact as shown by scientific or evidence-based research;
- B. Enable implementation of the district’s developed goals and priorities and meet state standards and College Readiness requirements;
- C. Provide sufficient flexibility to meet the varied needs and abilities of the students served;
- D. Provide clear and appropriate differentiation components for English Language Learners, students who qualify for special education, students with academic opportunity gaps, and students identified as highly capable;
- E. Where appropriate, present balanced but differing views of issues, controversial or otherwise, in order that students may develop critical analysis and informed decision-making skills;
- F. Demonstrate consideration of appropriate format(s) (including technological, visual, and/or auditory components);
- G. Support an equitable access to learning and learning materials for all students; including the provision of appropriate, high-quality accessible instructional materials to all students with disabilities who require them; and
- H. Are free of stereotyping and gender, race, class, and other forms of bias, recognizing that under certain circumstances biased materials may serve as appropriate resources to present contrasting and differing points of view, and biased materials may be employed in order to teach students about bias, stereotyping, and propaganda in historical or contemporary contexts. The Washington Models for the Evaluation of Bias Content in Instructional Materials, published by the Office of Superintendent of Public Instruction (OSPI) should be consulted in the selection process to further to the goal of eliminating content bias:  
<https://www.k12.wa.us/CurriculumInstruct/InstructionalMaterialsReview.aspx>





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In evaluating RFP responses, the District will award points to each response up to the maximum points that are listed for each of the nine following criteria in the charts below:

**Elementary (K-5) Criteria:**

Price	20
The curriculum is aligned to the Washington State Music Standards.	10
The curriculum includes a strong scope and sequence for teaching foundational music skills* and utilizes established pedagogical techniques , such as Orff, Kodaly, Dalcroze, Edwin Gordon, etc.	10
The curriculum provides formative and summative assessments to track student learning over time.	10
The curriculum includes resources and differentiation tools that address the learning needs of all students including but not limited to multilingual learners and students with learning differences.	10
The curriculum includes supports for teachers that help them successfully and respectfully teach a wide variety of music.	10
The curriculum includes high quality repertoire and media from many genres, styles, and eras. It gives the students an opportunity to develop a more-than-surface-level understanding of these topics. Special consideration will be given to curricula that include resources to support music learning in our dual language schools. (Spanish & Vietnamese)	10
The curriculum includes repertoire and media that represents Highline’s student population, including their culture, home language, opinions, and preferences. It is created and/or reviewed by culture bearers or experts who are knowledgeable about those cultures.	10
The curriculum includes technology that is easily accessible for both the teacher and students, provides opportunities for students to guide their own learning, and supports individual expression. Special consideration will be given to curricula that can support remote learning, either from school closure or for the Highline Virtual Academy.	10
<b>Grand Total</b>	<b>100 Points</b>



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**Secondary (6-12) Criteria:**

Price	20
The curriculum is aligned to the Washington State Music Standards, giving students at all grade levels the opportunity to create, perform/present/produce, respond, and connect to music.	10
The curriculum includes a strong scope and sequence for teaching foundational music skills	10
The curriculum provides formative and summative assessments to track student learning over time.	10
The curriculum includes resources and differentiation tools that address the needs of all students including but not limited to multilingual learners and students with learning differences. Differentiation tools include resources for growth of all learners as developmentally appropriate.	10
The curriculum includes high quality repertoire and media from many genres, styles, and eras. It gives the students an opportunity to develop a more-than-surface-level understanding of these topics.  Special consideration will be given to curricula that include resources to support music learning in dual language schools. (Spanish & Vietnamese)	10
The curriculum includes supports for teachers who are not culture bearers or fluent in multiple languages. With them, teachers can successfully and respectfully teach a wide variety of music.	10
Repertoire is culturally accurate and created and/or reviewed by culture bearers.	10
Repertoire and media in the curriculum representing our student population, including their culture, home language, opinions, and preferences.	10
<b>Grand Total</b>	<b>100 Points</b>

Finalists will be selected for further review, including but limited to piloting materials, additional bias review, and public feedback.

**The District reserves the right to seek additional information and/or clarification from any proposer, the right to reject all responses received with or without cause, the right to negotiate all final terms and conditions of any agreement entered into with any proposer that submits a response and also to waive any irregularities or informality if deemed to be in the best interest of the District. Additionally, the District may consider curriculum products provided as Open Educational Resources through this review process.**



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## SECTION III – TERMS AND CONDITIONS

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### SUBMISSION AND PREPARATION OF RFP

Written proposals must be received by the undersigned up to, Tuesday, February 16<sup>th</sup>, 2022, or on the extension date thereof; made by an Addendum, to be considered. It is the sole responsibility of the Bidder, that the bid response is received at the designated location by the designated time. Electronic or Facsimile transmitted proposals will not be accepted. A sealed, hard copy response to the RFP shall only be accepted and shall be considered as an offer to contract with the District. A bid response becomes a contract when it is officially accepted in writing, by the District.

The specifications, characteristics and requirements listed in the RFP are in no way to be considered exhaustive. However, vendors should limit the promotional materials submitted to a reasonable level no more than 35 pages total, including the bid response. At a minimum, each proposal must contain the following items: 1. Cover letter and company profile, including full legal name, federal tax I.D. number, address, phone, fax number, email address, and a description of your company's background. 2. Current contact and background information about representatives to be assigned to the District. 3. A management plan to collaborate with the Highline School District No. 401 staff for the planning, scheduling and successful installation and implementation of K-12 Music Curriculum. Your plan should address, at a minimum, terms and conditions.

- A. The Bidder **must include** four (4) copies of the bid; **a signed original plus three copies of the required bid documentations** and one (1) Flash Drive electronic copy. The proposals must be submitted on 8-1/2 x 11 inch paper, with some type of binder to keep the paper in order (no staples, please). Pre-printed materials- Foldouts for charts, tables, spreadsheets, and single-line diagrams are acceptable. Pre-printed materials, such as brochures or technical documents, may be included, but whenever possible should be placed within the bound proposal.
- B. Proposals must be submitted in a sealed envelope, addressed to Bernard Koontz, Highline Public Schools, Central Office/ Business Services Department, 15675 Ambaum Blvd. SE, Burien WA 98166, and shall bear on the outside the name of the Bidder, Bidder's Company name, address, and:

**Highline School District No. 401**  
Bid Documents Enclosed  
Proposal No: 21/22-6 K-12 Music Curriculum  
DUE DATE: February 16<sup>th</sup>, 2022 4:00:00 PM  
**Attention: Bernard Koontz**  
**15675 Ambaum Boulevard SW**  
**Burien, WA 98166**

- C. All Bid responses shall include all required documentations named in this RFP. Bids must be type written or legibly written in ink with all blank spaces fully completed with all requested data accompanied by the provided Bid Forms, signed in ink by the contractor's authorized representative. The completed form shall be without interlineation, alteration, or recapitulation of work to be done. Erasures on the Bid Form must be initialed by the person signing the bid. The Bid Form must be signed in long hand, using legal signature in the name of the



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authorized bidder. Partnerships must be signed by one of the partners. Incomplete bids will be rejected unless the omissions do not materially affect the bid.

### **LATE RECEIPT OF BID**

Any bid received after the scheduled date and time will not be considered and will be returned unopened. The District is not responsible for lost, stolen or misdirected mail, nor the method or timeliness of delivery. Postmarks do not meet the requirement for an RFP response to be in the Business Services department by the specified date. It is the sole responsibility of the Bidder, alone, to assure that the bid is received at the proper location on or before the deadline date and time.

- a. Delays caused by any delivery services, including the US Postal Service, local traffic conditions, or any other reason, will not be considered and will be returned unopened.
- b. All materials submitted in response to the RFP shall become the property of the District.

### **REJECTION OF ANY OR ALL BIDS**

The District reserves the right to reject any or all bids for any reason, or no reason, to award bids in the best interest of the District, and to waive any irregularities and/or informalities in the bidding. In addition to any other right to reject bids, the District may determine that a bidder is not responsible and may reject/disqualify a bid for any of the following circumstances.

- ✓ More than one bid is submitted by the same bidder under the same or different names.
- ✓ Evidence of collusion with any other bidder. Participants in such collusion shall be disqualified from submitting further bids.
- ✓ The Bidder is not qualified to perform the contract.
- ✓ Unsatisfactory performance record judged from the standpoint of conduct of service, or progress, as shown by past or current service to the District or other Districts.
- ✓ Failure to pay or settle bills on any former or current contracts.
- ✓ 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.
- ✓ Any other inability, financial or otherwise, to perform the contract.
- ✓ For any other reasons deemed proper as determined from a pre-award evaluation of bidder's capability to perform.
- ✓ Any bid submitted by a Bidder who is not registered or licensed as required by Washington state laws.
- ✓ The Proposer, its company's employees, affiliates, or other interested parties to the company, shall not contact the District staff, members of the School Board, or other parties to the District, about the RFP unless authorized in writing in advance by the Procurement Manager. Failure to abide by this requirement may be grounds for a proposal to be determined to be non-responsive or responsible.

### **PERIOD OF VALIDITY OF BIDS**

The Bidder must certify that its bid will remain in effect for 120 days after the bid due date. The District may request an extension beyond the 120 days. Time, if stated as several days, it will include Saturdays, Sundays, and holidays.



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## **REFERENCES**

The District reserves the right to contact all references provided by the bidder and additional customers not listed by the bidder. All information obtained by the district will be used in the evaluation process.

## **INTERPRETATIONS/QUESTIONS**

Inquiries, questions, clarifications, or doubt as to the true meaning of any part of, finds discrepancies, and/or omissions in the RFP, should be directed to the Executive Director of Teaching, Learning & Leadership, Bernard Koontz, at Bernard. [Koontz@highlineschools.org](mailto:Koontz@highlineschools.org), a written request for interpretation, clarity or correction, thereof.

## **MODIFICATIONS**

Changes in or additions to the RFP documents, recapitulations of the work to be done, alternate proposals, or any other modification of the RFP documents not specifically called for, may result in the District's rejection of the bid, as not being responsive to the RFP. Any changes or modifications provided by the District will be in writing by addendum.

## **EXAMINATION OF RFP DOCUMENTS**

The Bidder shall thoroughly examine and be familiar with the RFP documents. The failure or omission of a bidder to receive or examine any part of the RFP or addendum, and acquaint themselves with conditions existing, shall in no way relieve any bidder from obligations with respect to the RFP submittal, or to the contract. The submission of an RFP shall be taken as prima facie evidence of compliance with this section.

## **ERRORS OR OMISSIONS**

Bidders are responsible for all errors or omissions in their bids, and any such errors or omissions will not serve to diminish their obligations to the District. A bidder who claims error and fails to enter a contract with the district, shall be prohibited from bidding on the same commodity or service if the requirement is subsequently rebid by the district. Negligence in preparing a bid does not give a bidder the right to withdraw their bid after opening.

## **DISCLOSURES**

By signing the RFP Bid Form, a Bidder affirms that there has been no gift, no offer to give, nor any intent to give at any time any economic opportunity, promise of future employment, gift, loan, gratuity, special discount, trip, favor, or service to an employee or officer of the District, connection with the bid submittal. No other promotions, concessions, gratuities, rebates, or no-charge items will be considered during the RFP evaluation or award decision.

The Bidder will disclose any professional or personal financial interest which could be a possible conflict of interest in representing the District shall be listed in your cover letter with your proposal.

## **FIRM PRICING**

The Contractor must agree to hold proposed pricing firm during life of the contract. Any necessary price adjustments due to sudden or significant market changes may be considered when notification is received in writing to the District. This notification must include adequate documentation to support any claim for price adjustment and shall be received at least 45 days prior to implementation, providing an agreement is mutually made between the Contractor and District.

## **LOWEST PRICE GUARANTEE**

The Bidder agrees if they offer the same service or product to another customer comparable in size at a lower price than the rates detailed on this RFP, the Bidder will adjust the District costs to the lower rate.



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## **WITHDRAWAL OF RFP**

Any Bidder may withdraw their bid; either personally or by written request, by the Proposer's authorized representative at any time prior to the date/time specified as due. Communication to withdraw must be given directly to the Business Services department by an authorized agent of the company issuing the response to the RFP. Withdrawals received after the date/time due, will not be considered, unless the District determines that late receipt was due solely to mishandling by the District before receipt at the District.

Business Services Contact: Tracey David, Assistant Director of Procurement, [Tracey.David@highlineschools.org](mailto:Tracey.David@highlineschools.org)

## **BID PROTEST**

A bidder protesting regarding procedure, award of the contract, or any other reason, shall submit cause by writing, to be filed with the Business Services Department 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 Highline Public Schools, Business Service Department; 15675 Ambaum Blvd. SE, Burien WA 98166. Attention to Tracey David, Assistant Director of Procurement

### **Consideration**

Upon receipt, the District will consider the protest. The District may, within three (3) business days of receipt, provide any other affected Bidder, the opportunity to respond in writing to the protest. If the protest is not resolved by mutual agreement between the protesting Bidder and the Business Services Department, the Superintendent of the District or designee will review the issues and promptly furnish a final and binding written decision to the protesting Bidder and any other affected Bidders, within six business days of the District's receipt of the protest. (If more than one protest is filed, the District's decision will be provided within six business days of the District's receipt of the last protest). If no reply is received during the six-business-day period, the protest shall be deemed rejected.

### **Waiver**

Failure to comply with these protest procedures will render a protest waived.

### **Condition Precedent**

Timely and proper compliance with and exhaustion of these protest procedures shall be a condition precedent to any otherwise permissible judicial consideration of a protest.

## **LICENSES, REGISTERED CONTRACTORS, PERMITS, AND COMPLIANCE**

Bidders shall be licensed or registered per the laws of the State of Washington. Services dispensed through the Bidder's equipment must be in conformance with all applicable federal, state and local health standards and regulations. It is expressly understood that the Bidder assumes sole responsibility to comply with all provisions of federal, state, and local laws. All necessary licenses and permits will be obtained by the Bidder at the Bidder's expense. Should any additional local, federal, or state regulations be imposed affecting the contract, it shall be amended to conform to such regulations.



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## **INDEMNIFICATION**

The Provider agrees, to the fullest extent permitted by law, Provider will hold harmless, defend, and indemnify the District, its agents, employees, and board members from any, and all liabilities, penalties, losses, damages, claims, expenses, attorneys' fees, taxes, expenses of litigation, judgments, suits, liens, and encumbrances, without limitation, arising out of or resulting from any and or all acts or omission by Provider under this agreement. The District shall have the right to demand that Provider defend all claims, lawsuits, or proceedings related to services provided under the agreement, without cost to the District, with legal representation acceptable to the District. The terms of this section shall survive termination of this agreement.

The District agrees that to the fullest extent permitted by law, the District will hold harmless, defend, and indemnify the Provider, its agents, employees, and the board members from any liabilities, penalties, losses, damages, claims, expenses, attorneys' fees, taxes, expenses of litigation, judgments, suits, liens, and encumbrances, without limitation, arising out of or resulting from the negligence by the District.

## **Accidents and Risk of Loss**

The Service Provider will be solely responsible for accidents and injuries to all persons or property caused by the acts or omissions of its officers, supervisors, agents, or employees

## **FEDERAL DEBARMENT AND SUSPENSION**

The Bidder certifies, by submission of this proposal, to the best of its knowledge and belief, the vendor/contractor, or any of its principals:

- A.** Are not presently debarred, suspended, proposed for debarment or otherwise declared ineligible for the award of contracts by any Federal agency by the inclusion of the Bidder or its principals in the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NONPROCUREMENT PROGRAMS" published by the U.S. General Services Administration Office of Acquisition Policy.
- B.** Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- C.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- D.** Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

The prospective lower tier participant shall provide immediate written notice to the District if at any time, the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Should the prospective lower tier participant enter into a covered transaction with another person at the next lower tier, the prospective lower tier participant agrees by accepting this agreement that it will verify that the person with whom it intends to do business is not excluded or disqualified

## **MINORITY OWNED AND WOMEN OWNED BUSINESS ENTERPRISES**

The District encourages the participation of Minority Owned and Women Owned Business Enterprises in this Invitation to Bid.





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## **LOBBYING DISCLOSURE**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- A.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- B.** If any funds other than 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, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit SF-LLL "Disclosure of Lobbying Activities," in accordance with its instructions.
- C.** The awarded agency shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, contracts under grants and cooperative agreements, and subcontract) and that all sub-recipients shall certify and disclose accordingly.

## **PUBLIC RECORDS**

Bidders should be aware that the District is required by law to make records available for public inspection, with certain exceptions. It's the District's belief that this legal obligation would not require the disclosure of proprietary, descriptive literature that contains privileged designs, drawings, or documentation. However, the Bidder, by submission of the materials marked "Proprietary Information" acknowledges and agrees that the District will have no obligation or liability to the Bidder, in the event, it must disclose these materials.

## **BACKGROUND CHECKS**

The provider, at its own cost, will perform criminal background checks of all individuals providing services under a contractual agreement, and as required by applicable and current Washington State and federal law. Background checks to be processed through Washington State Patrol criminal investigation system and through the Federal Bureau of Investigation. RCW28A.400.303.

## **EMPLOYEES CONVICTED OF CRIMES**

Employees who have been convicted of crimes involving children: RCW 28A.400.330 prohibits a bidder, or any of its sub-bidders, from utilizing any employee at a public school who has contact with children at a public school during the course of his or her employment and who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under chapter RCW 9A.42, the physical injury or death of a child under chapter RCW 9A.32 or RCW 9A.36 (except motor vehicle violations under chapter RCW 46.61), sexual exploitation of a child under chapter RCW 9.68A, sexual offenses under chapter RCW 9A.44, where a minor is the victim, promoting prostitution of a minor under chapter RCW 9A.88, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws or another jurisdiction. Failure to comply with this section shall be grounds for the school district to immediately terminate the contract.





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## **SAFETY**

The provider will adhere to the Highline School District safety policy and procedures. School will provide their safety procedures and/or policies to program staff who will be responsible for following such policies.

## **USE OF TOBACCO ON SCHOOL PREMISES**

RCW 28A210.310 prohibits the use of tobacco in any form on school district property. Smoking or other use of tobacco will not be permitted at the job site.

## **ANTI-DISCRIMINATION**

The Bidder agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, sex, age, marital status, or presence of any physical, sensory or mental handicap regarding but not limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any Bidder who is in violation of this clause shall be barred forthwith from receiving awards of any contract from the District, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

## **LAW**

The laws of the State of Washington shall govern this order and the venue of any action brought hereunder shall be in the Superior Court, County of King, and State of Washington.

## **DISCLAIMER**

Highline Public Schools No. 401, King County, Washington, reserves the right to cancel or postpone the bid opening, reject any and or all proposals, and to waive any informalities or irregularities in any bid, or parts thereof. The District further reserves the right to accept a proposal other than the lowest bid, which in all of the respects complies with this RFP, provided that, in the sole judgement and discretion of the District, the services offered at the higher bid has additional value or function. The contract shall be awarded to the responsible bidder(s) whose proposal is determined to be most advantageous to the District, taking into consideration the factors set forth above and additional factors detailed in the RFP documents.

All bidders waive any right to claim damages of any nature, whatsoever, based upon the selection process. Companies who submit proposals that do not follow the instructions or do not provide the requested information may be subject to immediate rejection. The enrollment projections offered in this document shall act as a guide for potential clientele, not as an estimate or guarantee of actual business transactions.



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## SECTION IV – CONTRACT PROVISIONS

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### **AWARD**

Highline Public Schools reserves the right to review proposals and award the contract(s) in the best interest of the District. Post evaluation, recommendation and upon Board approval, the contract will be awarded in writing.

### **FORM OF CONTRACT**

Inclusively, the RFP and any attachments, appendices, addendums, schedules, and amendments shall be the contract between the parties, hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. Additional or reduction of services or equipment may be negotiated within the contract term; providing an agreement is mutually made between the Contractor and District.

### **CHANGES TO THE CONTRACT**

The District may make changes to the general scope of the contract at any time, in writing or by no written order, accepted by both parties.

### **CONFIDENTIAL RECORDS**

Student's sensitive information and/or records obtained by provider must be kept secure and remain confidential.

### **SUBCONTRACTS**

The Bidder awarded as Contractor shall have total responsibility for meeting the contract requirements. This contract may **not** be assigned or subcontracted in whole or part without the District's written approval. Such requests may be refused at the District's discretion without recourse by the Contractor, and Contractor shall be responsible for any subcontractor activities as if furnishing the services themselves.

### **INSPECTIONS**

The District reserves the right to inspect and reject any item or service, for lesser or inferior quality, in which have been specified, or fail to comply with requirements.

### **TERMINATION**

The District, by written notice, may terminate this contract, in whole or in part, if any of the provisions of this contract are violated by the Bidder, and/or lack of performance. In such event, the awarded Bidder shall be liable for damages, including the excess cost of re-procuring similar supplies or services.

- A. The District shall provide a notice to contain the reason for such intention to terminate the contract.
- B. Bidder shall be given ten (10) days after the serving of such notice, to satisfactorily arrange for correction to be made.



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**SECTION V – BID FORM – SIGNATURE PAGE**

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**BID FORM SIGNATURE PAGE**

I hereby certify that I have read and understand the call for proposals, and all bid documents pertaining to this Request for Proposal submittal.

COMPANY NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ MOBILE NUMBER \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

FIRM IS:  Corporation  Partnership  Individual

Other \_\_\_\_\_

Business license: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

TIN/EIN (Federal Tax ID): \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Name of Representative designated to the District: \_\_\_\_\_

Years with company: \_\_\_\_\_

**ADDENDA ACKNOWLEDGMENT  
 (TO BE COMPLETED ONLY IF ADDENDA IS ISSUED)**

Receipt of Addendum No. \_\_\_\_\_, is hereby acknowledged.

Initial \_\_\_\_\_ Date \_\_\_\_\_



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## SECTION VI – ATTACHMENTS

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**ATTACHMENT A:** Cooperative Purchasing Agreement

**ATTACHMENT B:** Federal Debarment Letter



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**SECTION VIII – ATTACHMENT A – COOPERATIVE PURCHASING AGREEMENT**

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**HIGHLINE SCHOOL DISTRICT REQUEST FOR PROPOSAL  
RFP 21/22-6 K-12 MUSIC CURRICULUM**

RCW 39.34 allows cooperative purchasing between public agencies in the State of Washington. Public agencies that have, or in the future file an Inter-local Cooperative Purchasing Agreement with the District may purchase from the District’s contracts, provided that the Proposer has agreed to such participation. Each Proposer shall indicate on the proposal form whether it will honor other public agency orders in accordance with the contract terms and conditions. The District will not have any responsibility or liability for orders issued by other public agencies utilizing the District’s contract through the Inter-local Agreement.

1. As per the terms and conditions of this contract, will the Proposer allow agencies with executed Inter-Local Cooperative Purchasing Agreements with Highline School District No. 401 purchase from this contract?

**Yes** \_\_\_\_\_

**No** \_\_\_\_\_

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



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**SECTION X – ATTACHMENT B – FEDERAL DEBARMENT**

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**HIGHLINE SCHOOL DISTRICT REQUEST FOR PROPOSAL  
RFP 21/22-6 K-12 MUSIC CURRICULUM**

This attachment can be found on the Highline public school website under the drop down selection of the RFP.