



NORTHSHORE SCHOOL DISTRICT No. 417
3330 Monte Villa Parkway Bothell, Washington 98021

REQUEST FOR PROPOSALS

NURSING SERVICES RFP# 2022-07-19

for

Northshore School District
3330 Monte Villa Parkway
Bothell, WA 98021

Bid Opening: July 19, 2022 at 3:00 P.M.

REQUEST FOR PROPOSALS

NURSING SERVICES RFP# 2022-07-19

DUE JULY 19, 2022 at 3:00 PM

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 to provide Nursing Services on behalf of District families and students, effective the start of 2022-2023 school year.

Estimated annual value: \$400,000

Each proposal shall be in accordance with the Request for Proposals Document. 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(s) is available <https://www.nsd.org/our-district/departments/business-services/purchasing/business> and WEBS <https://pr-webs-vendor.des.wa.gov> Small Businesses and Minority and Women- Owned Businesses are encouraged to apply.

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INFORMATION AND GENERAL INSTRUCTIONS

I. INTRODUCTION

A. PROJECT BACKGROUND

- a. Nursing Agencies provide services for NSD students and their families that may include, but not be limited to, accompanying student(s) to and from school on the bus, and providing nursing care to student(s), subject to individual medical needs.
- b. Nursing Services are frequently funded by federal monies, and as such, requires the District to adhere to Federal Acquisition Regulations (FAR) to formally solicit and award contract(s).

B. OBJECTIVE

The District desires to create a roster of responsive, responsible bidder(s), who are awarded contract(s) through a formal bid process that complies with Federal and State procurement guidelines in order to provide nursing services as set forth in this request for proposal. The District may award multiple Bidders, reject all proposals, waive informalities in the proposal process, or do nothing at all.

II. INSTRUCTIONS TO BIDDERS

A. GENERAL INSTRUCTIONS TO BIDDERS:

Northshore School District ("District") is requesting proposals (RFP) from responsible and responsive Bidders of nursing services that will best meet the needs of the District.

Bidder shall submit one (1) clearly marked original RFP, 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:

Joy Kuhlmann, 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:

- Name of the Bidder, Bidder's address, and the title "Nursing Services RFP# 2022-07-19"

It is the sole responsibility of the Bidder to see that its proposal is received at the designated location by the designated time. Late bids will not be opened. 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.**

B. AWARD

District intends to award contract(s) to responsive and responsible Bidder(s) whose proposal offers the best overall value to the District. Additional information about scoring of proposals can be found in Section 6 below. 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.

C. TERM

The initial term of this contract will run for three (3) consecutive years, from September 1, 2022 through August 31, 2026 and will include an option to extend annually for up to two (2) additional years. The successful Bidder(s) 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.

D. TIMELINE

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

Date	Activity
6/06/2022	Date of First Advertisement
6/13/2022	Date of Second Advertisement
7/07/2022	Last Day to Submit Questions or Requests for Clarifications
7/08/2022	Publish addenda as necessary
7/19/2022 at 3:00PM	Proposal Due Date, Public Bid Opening at District Administrative Office at 3:00 PM
7/27/2022	Notice of Intent to Award (All Bidders Notified), Board Agenda item due
8/08/2022	Board Approval, Contract Awarded
September 1, 2022	Contract Period Begins

III. PREPARATION OF PROPOSAL

A. SUBMITTALS

Bidder must submit a complete proposal in accordance with the requirements of Section 6 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.

Required Bid Document Attachments include (but not limited to):

- Attachment A – Company Information and References
- Attachment B – Bid Certification
- Attachment C -Debarment and Anti-Lobbying Certification
- Attachment D – Wage Certification
- Attachment E – Cooperative Purchasing Information
- Attachment F – Cost Proposal Template

B. SIGNATURES

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. **Missing required signatures may result in non-responsive bid determination.**

C. WITHDRAWAL OF PROPOSAL

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 after the deadline and will be valid for a period of 90 days from the date due.

D. EXAMINATION OF RFP REQUIREMENTS, QUESTIONS

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.

E. LICENSING REQUIREMENTS

The Bidder must be licensed to do business in the state of Washington, and able to meet all requirements and possess any and all permits and/or licenses required to provide nursing services.

F. QUESTIONS

Questions or requests for interpretation of specifications must be emailed to Joy Kuhlmann, Contracts and Procurement Manager, at jkuhlmann@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). 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.

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 Joy Kuhlmann, Contracts and Procurement Manager. Violations of this

requirement may result in disqualification of Bidder.

IV. CONTRACT GENERAL TERMS and CONDITIONS

Proposals should be submitted with the most favorable terms which the Bidder can propose.

A. INSURANCE

Commercial General Liability Coverage in the amount of \$1M per occurrence and proof of Workers Compensation required. Northshore School District must be added to the CGL as an Additional Insured.

B. DELIVERY/AVAILABILITY

Delivery of services must occur during District-agreed upon hours. The bidder is available to provide services per the school calendar in Exhibit A.

C. TAXES

Proposals are not to include sales tax. The District is exempt from Federal Excise Taxes, but responsible for WA State "use tax" per the Department of Revenue.

D. PROTEST PROCEDURE

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

E. PUBLIC INFORMATION/CONFIDENTIALITY

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.

F. SAMPLE CONTRACT (EXHIBIT G)

Bidder shall review the attached Sample Contract (Exhibit G). Bidder shall be prepared to execute this document if selected. If Bidder would like to request exceptions to any terms or provisions of this RFP, 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 RFP can be found. Bidder shall clearly indicate the suggested revisions to terms. District reserves the right to deny or negotiate these contract terms with the selected Bidders.

V. SCOPE OF WORK

A. SCOPE OF WORK BIDDER RESPONSIBILITIES

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

1. Travel to and from school by personal auto or to the student’s home and accompany the student to and from school on the bus.
2. Travel to any district school or student residence in a wide geographic area.
3. Maintain current First Aid and CPR/AED training.
4. Maintain current Washington State nursing license with no infractions.
5. Take short breaks that are within sight distance of the student.
6. Complete nursing service log for Medicaid billing as applicable.
7. Provide all aspects of Cardio-Pulmonary care including:
 - a. Able to assess and treat problems according to care orders.
 - b. Provide tracheostomy care, troubleshoot problems, and implement emergency rescue procedures.
 - c. Understand ventilator system and devices and demonstrate ability to respond to problems and provide emergency care for system failures.
 - d. Understand and safely use oxygen in the school setting.
 - e. Understand suctioning equipment and provide suctioning.
 - f. Understand and implement school plan of care and health care provider orders and provide documentation.
8. Provide all aspects of feeding and nutritional care:
 - a. Able to assess and treat problems according to care orders.
 - b. Understand various systems of gastrointestinal tube feedings, provide feedings, and care for equipment.
 - c. Provide a gastrointestinal assessment.
 - d. Practice safe oral feedings including aspiration precautions, according to care orders.
 - e. Provide documentation of service provision as requested.
9. Provide all aspects of elimination and hygiene:
 - a. Able to assess typical problems with elimination for students with quadriplegic or paraplegic diagnosis and institute emergency care measures.
 - b. Able to catheterize students.
 - c. Able to lift and transport students by self, with help and/or lift device.
 - d. Understands use of various life techniques and equipment.
 - e. Provide diaper changes and skin assessment.
10. Provide for all aspects of environmental safety;
 - a. Understand mobility needs of student and special precautions in a school facility and on field trips.
 - b. Understand use of various equipment e.g., walker, wheelchair, stander device, Stryker chair.
 - c. Provide safe transfer of student according to daily schedule and classroom needs.
 - d. Assess needs and provide safe care for students at risk for injury.
 - e. Assist with student evacuation during building emergency drills and/or actual emergency events.
 - f. Able to stay with the student in the event of an emergency or building lock-down that extends beyond the school day.
11. Provide all aspects of seizure precautions and care;
 - a. Provide care and rescue medications as ordered.
 - b. Provide ongoing neurological assessment and documentation.

12. Provide assistance with psycho-social and developmental needs;
 - a. Understand developmental needs of school age child.
 - b. Assist with specialized social needs e.g., non-verbal students.
 - c. Follow specialized plans/goals or behavior plans.
 - d. 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, provide self-care.
13. Provide medications orally, topically, rectally, or by injection; nasal spray, eye and ear drops. Ability to work with insulin pumps, continuous glucose monitoring devices and a central line catheter.
14. Communicate with teaching staff, school district nursing staff and parents;
 - a. Follow district plan for communication systems.
 - b. Able to contact appropriate staff for questions/concerns and emergencies.
15. Willing to assist with educationally related activities for the student.
16. Attend meetings or trainings related to the student's IEP or health/nursing care if needed.

B. QUALIFICATIONS OF BIDDERS

- a. In order to be considered as a qualified applicant, each Bidder must submit evidence regarding experience and capability in providing successful nursing 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 with the proposal a list of references with addresses, year of installation, district administrative officer's name and phone number. 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. Bidder will maintain at its expense, or require the individuals it provides under this Agreement to maintain a valid policy of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence covering acts of omissions and general liability which may give rise to liability for services under this Agreement, and Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage if Bidder is providing transportation services. Bidder shall provide a certificate of insurance evidencing such coverage upon request of the District and prior to the start of services.
- 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. 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.
- g. Bidder acknowledges that the district may require as few as one (1) nurse and as many as twelve (12) nurses 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.
- h. Bidder will maintain records according to District requirements. If the District requests records or copies of records, they shall be made available upon request.
- i. District will notify the Bidder immediately should any of its personnel or subcontractors assigned to the District fail to report for work as scheduled.
- j. 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.
- k. Bidder will supply personnel under this Agreement at the rates listed on the Proposal Form document.
- l. 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.
- m. 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.
- n. 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.

VI. CONTENT, FORM, AND EVALUATION OF PROPOSALS

A. CONTENT

Interested Bidders are advised 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. EVALUATION CRITERIA

Proposals will be evaluated on a PASS/FAIL basis for Responsiveness. Responsive bids will include meeting the following requirements:

- Submittal of one hard copy proposal with original signatures
- Submittal of a thumb drive/flash drive of the proposal, including signatures
- Completion of Attachments A, B, C, D, E, and F **to include authorized signatures**
- Cover letter
- Brief resume of the Bidder, including: home and branch office information; date established; former name(s); and type of ownership or legal structure.
- Technical proposal submitted
- Bidder is not debarred per SAM/EPLS
- WA Department of Revenue UBI provided
- District reserves the right to follow up with the Bidder to request additional information to determine responsiveness or to deem proposal unresponsive.

C. EVALUATION OF PROPOSALS

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.

D. WEIGHTED SCORING CRITERIA

	Criteria	Point Value
1	Cost/Hourly Rates	35
2	Previous performance and experience	25
3	Quality of Proposal	25
4	References	15
	TOTAL POSSIBLE POINTS	100

- 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.

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.

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.

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.

E. AWARDED CONTRACT(S)

Contract(s) will be awarded to the Bidder(s) who provide(s) a proposal which best meets the requirements of this RFP, cost and all other factors considered and weighted by the District in its sole discretion. The proposal shall be valid for one hundred forty (140) days from the proposal due date.

District responsibilities are outlined in accordance to Sample Contract Exhibit G under Section II. Duties of the District. If selected, Bidder must prepare to agree to and sign Contract per Exhibit G.

F. DISQUALIFICATION OF BIDDERS

The District in its discretion may determine that a Bidder is not responsive and reject its proposal for any of the following reasons:

- Evidence of collusion with any other Bidder or Bidders. Participants in such collusion shall be disqualified from submitting any further proposals.
- If District determines that 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 for the District.
- 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 reasons deemed improper as determined from a pre-award survey of Bidder's capability to perform.
- Any proposal submitted by a Bidder who is not registered or licensed as may be required by the laws of Washington State.

G. EXCEPTIONS

Bidder is expected to provide services compliant with the requirements included in this request for proposal. 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 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 shall review the Sample Contract for this RFP (Exhibit G) 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.

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 may 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: _____



Reference 2: _____

Contact Name: _____

Phone Number: _____

Email Address: _____

Brief Description of Work Performed: _____

Reference 3: _____

Contact Name: _____

Phone Number: _____

Email Address: _____

Brief Description of Work Performed: _____



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.

The Undersigned further declares that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any representative of the District, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Project.

Authorized Signature: _____ **Date:** _____

Printed Name & Title: _____

Legal Company Name: _____

Telephone: _____

Email Address: _____

UBI Number: _____

DUNS Number: _____

Acknowledge receipt of addendum # _____ through _____.

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: _____

Printed Name

Company



ATTACHMENT D

CONTRACTOR CERTIFICATION

Wage Theft Prevention – Responsible Bidder Criteria Northshore School District Goods & Services Contracts

Prior to awarding a contract, Northshore School District is required to determine that a bidder is a 'responsible bidder'. Pursuant to legislative enactment in 2017, RCW 39.26.160(2) & (4) requires responsible bidder criteria to include contractor certification that the contractor has not willfully violated Washington's wage laws.

On behalf of the firm identified below, I hereby certify as follows (check one):

No Wage Violations. This firm has NOT been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), any provision of RCW chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced procurement solicitation date.

or

Violations of Wage Laws. This firm has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), a provision of RCW chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced procurement solicitation date.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the firm listed herein.

Firm Name: _____
Name of Contractor/Bidder – Print full legal entity name of firm

By: _____
Signature of authorized person

Print Name of person making certifications for firm

Title: _____
Title of person signing certificate

Place: _____
Print city and state where signed

Date: _____



ATTACHMENT E

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 the opportunity to review ability to perform/deliver to requesting agencies prior to commencement of services.

Authorized Signature: _____ Date: _____

Printed Name

Company



ATTACHMENT F

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.

EXHIBIT G - SAMPLE CONTRACT



2022-2023

This agreement is made and entered into

And between the

Northshore School District

(Hereinafter referred to as the "District")

And

CONTRACTOR

(Hereinafter referred to as the "Agency")

In consideration of the promises and conditions contained herein, District and Agency do mutually agree as follows:

I. Duties of Agency

A. In order to accomplish the general objective of this agreement, the Agency shall provide and supervise Registered Nurses ("RNs") or Licensed Practical Nurses ("LPNs") (collectively referred to as "Nurses") according to individual student needs and/or where the type of licensure required is defined by nursing practice laws.

B. The Agency promises that Nurses provided, supervised, and trained by the Agency under this Agreement shall perform the duties and meet the criteria defined in subsection C of this section.

C. Nurses provided, supervised, and trained by the Agency under this Agreement shall perform the following duties and meet the following criteria unless otherwise mutually agreed by Agency and District in writing in a specific situation:

1. Travel to and from school by personal auto or to the student's home and accompany the student to and from school on the bus.
2. Travel to any district school or student residence in a wide geographic area.
3. Maintain current First Aid and CPR/AED training.
4. Maintain current Washington State nursing license with no infractions.
5. Take short breaks that are within sight distance of the student.
6. Complete nursing service log for Medicaid billing as applicable.
7. Provide all aspects of Cardio-Pulmonary care including:
 - a) Able to assess and treat problems according to care orders.
 - b) Provide tracheostomy care, troubleshoot problems, and implement emergency rescue procedures.

- c) Understand ventilator system and devices and demonstrate ability to respond to problems and provide emergency care for system failures.
 - d) Understand and safely use oxygen in the school setting.
 - e) Understand suctioning equipment and provide suctioning.
 - f) Understand and implement school plan of care and health care provider orders and provide documentation.
8. Provide all aspects of feeding and nutritional care:
- a) Able to assess and treat problems according to care orders.
 - b) Understand various systems of gastrointestinal tube feedings, provide feedings, and care for equipment.
 - c) Provide a gastrointestinal assessment.
 - d) Practice safe oral feedings including aspiration precautions, according to care orders.
 - e) Provide documentation of service provision as requested.
9. Provide all aspects of elimination and hygiene:
- a) Able to assess typical problems with elimination for students with quadriplegic or paraplegic diagnosis and institute emergency care measures.
 - b) Able to catheterize students.
 - c) Able to lift and transport students by self, with help and/or lift device.
 - d) Understands use of various life techniques and equipment.
 - e) Provide diaper changes and skin assessment.
10. Provide for all aspects of environmental safety;
- a) Understand mobility needs of student and special precautions in a school facility and on field trips.
 - b) Understand use of various equipment e.g. walker, wheelchair, stander device, Stryker chair.
 - c) Provide safe transfer of student according to daily schedule and classroom needs.
 - d) Assess needs and provide safe care for students at risk for injury.
 - e) Assist with student evacuation during building emergency drills and/or actual emergency events.
 - f) Able to stay with the student in the event of an emergency or building lock-down that extends beyond the school day.
11. Provide all aspects of seizure precautions and care;
- a) Provide care and rescue medications as ordered.
 - b) Provide ongoing neurological assessment and documentation.
12. Provide assistance with psycho-social and developmental needs;
- a) Understand developmental needs of school age child.
 - b) Assist with specialized social needs e.g. non-verbal students.
 - c) Follow specialized plans/goals or behavior plans.
 - d) 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, provide self-care.
13. Provide medications orally, topically, rectally, or by injection; nasal spray, eye and ear drops. Ability to work with insulin pumps, continuous glucose monitoring devices and a central line catheter.
14. Communicate with teaching staff, school district nursing staff and parents;
- a) Follow district plan for communication systems.
 - b) Able to contact appropriate staff for questions/concerns and emergencies.

15. Willing to assist with educationally related activities for the student.
16. Attend meetings or trainings related to the student's IEP or health/nursing care if needed.

D. Agency bears sole responsibility for supervision, training, compensation, and payment of Nurses it provides under this Agreement.

E. Agency and its employees and agents shall comply with the confidentiality requirements identified in section III of this agreement.

F. The Agency shall not utilize any employee at a school site or allow any contact between school children or developmentally disabled persons and any employee of Agency when an employee has pled guilty to or been convicted of any felony crime specified under RCW 28A.400.322, as now existing or hereafter amended.

G. Agency's employees who have regularly scheduled unsupervised access to children or developmentally disabled persons, and/or who hire employees who will have regularly scheduled unsupervised access to children or developmentally disabled persons, shall perform a record check through the Washington State Patrol criminal identification system and through the Federal Bureau of Investigation at the time of hiring the employee, as required by RCW 28A.400.303. The record check shall include a fingerprint check using a complete Washington state criminal identification fingerprint card. If the employee has had a record check within the previous two years, NSD may waive the requirement. The Agency shall determine whether the applicant or the Agency shall pay costs associated with the record check.

H. The Agency will comply with District Policies and Procedures related to the appropriate treatment of students including but not limited to Policy and Procedures 3210 (Nondiscrimination), 3211 (Gender Equity), 3246 (Use of Isolation, Restraint, Restraint Devices and Reasonable Force)(including the requirement to provide incident reports for any incidents or isolation or restraint), 3311 (Corporal Punishment), 3421 (Child Abuse and Neglect)(including mandatory reporting) and 5253 (Maintaining Professional Boundaries between Employees and Students).

I. Agency will train its employees regarding their obligations under the above policies and procedures and/or the state law requirements they implement. Any report to law enforcement agencies or Child Protective Services made by the Agency under the above provisions will also be made simultaneously to the District's Representative.

J. To request compensation or expenses from the District for services provided pursuant to this Agreement, the Agency shall:

1. Submit detailed vouchers that support the performance rendered or expenses incurred for which payment is requested - including clearly identified charges per individual student;
2. Respond to any reasonable requests from the District for information needed to determine the performance rendered or expenses incurred; and

3. Perform to the satisfaction of District's designee; PROVIDED, that approval shall not be unreasonably withheld.

K. Records of care shall remain with the District. To the extent any records are retained by the Agency that are not provided to the District, the Agency will upon request provide the District within a reasonable time copies of any documents related to the provision of services under this Agreement, including but not limited to service logs, IEP goal tracking, or any other record which may be considered either a public record under state law, or a student record under FERPA. The District' Representative reserves the right to audit the provision of services under this Agreement to ensure compliance with the Student IEPs and state and federal laws.

L. Agency shall, at its sole expense, comply with all applicable laws and governmental rules, regulations or requirements, which may now or hereafter be in force, relating to its performance under this Agreement. District is an equal opportunity employer. The Agency understands and agrees that its own compliance with applicable federal and state nondiscrimination laws is a condition precedent to its rights under this agreement and that violation of said laws may result in cancellation of this agreement.

II. Duties of the District

In consideration of Agency's satisfactory performance of the duties set forth herein, District shall compensate and/or reimburse the expenses of the Agency as follows:

- A. The Agency shall be compensated at the rates per day and/or hour which are specifically detailed in the Memorandums of Understanding (MOUs) described in subsection B of this section. All expenses necessary to the Agency's performance of this agreement shall be borne in full by the Agency unless provided otherwise under subsection D of this section. The total cost of this Agreement is the sum of the amounts designated for each individual student referenced in the MOU(s) pursuant to subsection B to this agreement incorporated herein.
- B. The District will provide the Agency with an MOU for each student which will specify the amount(s), type(s), and costs of related services for which the District will provide payment.
- C. There will be no reimbursement for travel or per diem for the Agency or for its employees or agents.
- D. All payments of compensation and expenses to Agency shall be conditioned upon Agency's:
 1. Submission of detailed vouchers that support the performance rendered or expenses incurred for which payment is requested - including clearly identified charges per individual student;
 2. Response to any reasonable requests from the District for information needed to determine the performance rendered or expenses incurred; and

3. Performance to the satisfaction of District's designee; PROVIDED, that approval shall not be unreasonably withheld.
- E. Except as expressly agreed upon as part of the student's IEP as a District expense, or as expressly provided herein, or upon mutual written agreement between the Agency and District, all expenses necessary to the Agency's satisfactory performance of this agreement shall be borne in full by the Agency.
- F. Any date specified herein for payment(s) to Agency shall be considered extended as necessary to process and deliver a warrant for the amount(s).
- G. The District shall not be responsible for supervision, compensation, payment or reimbursement of expenses of Nurses provided by the Agency under this Agreement.
- H. The District remains responsible for compliance with due process, IEP, annual review, and the determination of all services and placements. The District will contact the Agency sixty (60) days prior to the expiration of a student IEP to set the possible dates for the IEP meeting. The District will review the Agency's proposal for IEP and services seven (7) days prior to the IEP date. The District will send the parent notice of IEP meeting to the parents prior to the IEP meeting.

III. Ownership of Work Products and Restriction Against Dissemination

Upon District's request, the Agency shall present a copy of all correspondence, papers, documents, reports, and any other student educational records that are received or developed by Agency and Agency's employee(s) and agent(s), including Nurses provided under this Agreement, in the course of performing or as an incident thereto Agency's duties under this Agreement.

Agency and Agency's employee(s) and agent(s), including Nurses provided under this Agreement, shall comply with the confidentiality requirements applicable to the student's personal, educational, and/or health information both during the term of this Agreement and at any time thereafter. Agency and Agency's employee(s) and agent(s), including Nurses provided under this Agreement, shall comply with all state and federal regulations and District policies governing confidentiality, including but not limited to the federal Family Education Rights and Privacy Act (FERPA) and Health Information Technology for Economic and Clinical Health Act (HITECH).

In the event that District provides personal identifiable information (PII) as defined in 34 CFR 99.3, to the Agency, the Agency will be deemed under District policies and procedures a "school official" under 34 CFR 99.3 (a) (1). The Agency acknowledges that PII is the Confidential Information of the District. The Agency will only disclose such PII to the Agency's employees. The Agency's employees will not disclose or re-disclose such PII to any third party. The Agency will

promptly return to District all PII in the Agency's possession or control upon termination or expiration of the Agreement and/or upon District's request.

All work, papers, and drawings produced and conduct exhibited by student while receiving instruction from Agency shall remain confidential. Information related to pupil's conduct and/or class work shall not be released to any private agency or individual without written approval of the District, parent/guardian, or adult student, unless necessary to comply with law.

IV. Independent Contractor Status of Agency

Agency is contracting with the District as an independent contractor. This Agreement does not create any relationship between Agency and District of employer and employee, master and servant, principal and agent, or landlord and tenant. Agency has no power or authority to make any statement or representation or to incur any debt, litigation, or liability of any kind in the name of the District, for it, or on its account. Agency and its employees or agents are not volunteers or employees of the District in any capacity. The District shall not be responsible for withholding or paying any taxes on behalf of Agency or its employees or agents. Agency expressly waives any immunity or limitations (e.g. on the type or amount of damages, compensation, benefits or liability payable by Agency) that might otherwise be afforded under any industrial insurance, worker's compensation, disability benefit or similar law, rule, regulation or order of any governmental entity having jurisdiction (including, but not limited to, the Washington Industrial Act, Title 51 of the Revised Code of Washington). Agency shall provide an IRS Form W-9 "Request for Taxpayer Identification Number and Certification" to the District upon request.

V. Insurance and Indemnification

- A. All activities performed by Agency are performed at its own risk. The Agency shall defend, indemnify, and hold the District, its officers, agents, employees, and volunteers harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injury or damages arising out of the performance of the Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omission of the Agency, its officers, agents, employees, or volunteers.

The District shall defend, indemnify, and hold the Agency, its officers, agents, employees, and volunteers harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injury or damages arising out of the performance of the Agreement but only in proportion to and to the extent such liability, loss, expenses, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omission of the District, its officers, agents, employees or volunteers.

- B. Agency agrees to maintain in full force and effect, at its sole expense, commercial general liability with a limit of not less than one million dollars, (\$1,000,000.00) bodily injury, personal injury and property damage combined per occurrence. Such insurance shall

include premises and operations liability, contractual liability, personal and advertising liability, and coverage for sexual molestation and abuse, and shall include the District, and its official, employees, and agents as additional insureds. Upon request, Agency shall provide District with a certificate of insurance naming NSD as a certificate holder evidencing compliance with the foregoing. Agency also agrees to maintain Workers' Compensation covering all its employees and independent contractors. The Agency shall provide 30 days prior written notice before any change or reduction in the Agency's insurance.

- C. Agency agrees to maintain in full force and effect, professional liability insurance with a limit of not less than one million dollars, (\$1,000,000.00) per claim and aggregate. Upon request, Agency shall provide District with a certificate of insurance naming NSD as a certificate holder evidencing compliance with the foregoing.

VI. Certifications

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters: Agency certifies that, to the best of their knowledge/belief that neither the Agency nor 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 purpose 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).

Agency shall provide immediate written notice to District if at any time during the term of this Agreement, including any renewals hereof, such certification was erroneous when made or has become erroneous by reason of changed circumstances.

Should the lower prospective lower tier participant enter into a covered transaction with another person at the next lower tier, the prospective lower tier participant agrees by signing this agreement that it will verify that the person with whom it intends to do business is not excluded or disqualified. The prospective lower tier participant will do this by:

- (a) Checking the Federal System for Award Management (SAM); 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.

Based on such notification, or if District should determine at any time that this certification is false, District reserves the right to review the status of the organization and if necessary, terminate this Agreement.

VII. Termination

- A. In the event that any of the provisions of this contract are violated by the Agency, the District may serve written notice upon the Agency of its intention to terminate such contract, such notice to contain the reason for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Agency such violation shall cease and satisfactory arrangement for correction be made, the contract shall upon expiration of said ten (10) days, cease and terminate. In the event of any such termination, the District shall immediately serve the notice thereof upon the Agency in default, and procure all materials or services involved in the contract from other sources, and the Agency shall be liable to the District for any excess cost occasioned the District thereby.
- B. The District reserves the right to immediately terminate Agency's employees or subcontractors for unsafe care or failure to adhere to the care plan and/or District Policies and Procedures.
- C. The District reserves the right to terminate services under this contract at the convenience of the District. Vendor shall be paid for any work completed up to the written cancellation of the District.

VIII. Agreement and Modification

The terms and conditions set forth herein constitute the entire understanding of the parties relating to the provision of the services by Agency to District. All previous proposals, offers, and other communications relative to the provisions of these services by Agency, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated by reference herein. In the event of conflict, this Agreement, as amended, shall govern. This Agreement may be modified only by a written agreement or written change order executed in writing by both parties, provided a modification of the Work by District pursuant to the express terms of this Agreement shall not require a separate written amendment or change order.

IX. Applicable Law

This agreement shall be governed and construed in accordance with the laws of the State of Washington.

X. Non-Discrimination

No person shall, on the grounds of race, color, national origin, or sex be excluded from participation, be denied the benefits of, or be otherwise subject to discrimination under any activity performed pursuant to this agreement

XI. Dispute Resolution

If any dispute should arise regarding this Agreement, the parties will first attempt to resolve the dispute by exchange of documents by senior management of the parties, who may be assisted by counsel. The parties may, as part of the informal dispute resolution process, either negotiate directly or, if mutually agreed, engage the services of a mutually acceptable mediator to assist in

the settlement process. The cost of the mediator shall be shared equally by the parties. Any thereafter unresolved disputes shall be litigated in the King County Superior Court, Seattle, Washington. In any litigation, the Prevailing Party shall be entitled to receive, as part of any award or judgment, its reasonable attorneys' and experts' fees and costs incurred in handling the dispute, whether incurred prior to or after the filing of litigation.

XII. Waiver

The failure of Agency or District in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in the Agreement or the waiver of Agency or District of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

XIII. Severability

Each provision of this Agreement is severable from the others. Should any provision of this Agreement be found invalid or unenforceable, such provision shall be ineffective only to the extent required by law, without invalidating the remainder of such provision or the remainder of this Agreement, provided that such effect is consistent with the fundamental purpose of this Agreement. The terms and conditions set forth herein shall survive the termination of this Agreement.

XIV. COVID-19 Protocols

Due to a Washington State legal mandate, masks must be worn in all indoor settings regardless of vaccination status. Effective October 18, all district staff must be vaccinated.

NSD COVID-19 Information & Resources webpage provides up to date information, as well as the COVID-19 SAFETY PROTOCOLS handbook: <https://www.nsd.org/covid19/protocols>

XV. Duration

This agreement shall commence **September 1, 2022 and terminate August 31, 2026**, allowing for 2 additional 1 (one) year extensions, with the sole exception of Sections III and V, which shall continue to bind the parties, their heirs and successors.

IN WITNESS WHEREOF, District and Agency have executed this agreement.

xxx Nursing Services

Northshore School District

Signature

Signature

Printed Name and Title

Superintendent

Printed Name and Title

Dated

Dated