

Tukwila School District

REQUEST FOR PROPOSALS

This RFP is available at the Tukwila School District website located at <https://www.tukwilaschools.org>.

All interested Vendors must become a registered vendor with Tukwila School District after board approval.

PROJECT TITLE: Before and After School Program

PROPOSAL DUE DATE: October 21, 2022

ESTIMATED CONTRACT PERIOD: January 3, 2023- August 31, 2023

VENDORS ELIGIBILITY:

This procurement is open to those Vendors that satisfy the minimum qualifications stated herein and that are available for work in Washington State.

SUBMIT PROPOSAL TO:

Veronica Birdsong
4640 South 144th
Tukwila, WA 98168
birdsongv@tukwila.wednet.edu

FAXED PROPOSALS WILL NOT BE ACCEPTED.

Request for Proposal

The Tukwila School District, 4640 S. 144th St., Tukwila, WA 98168, is calling for Bids for its K-5 After School Program. Sealed bids will be received up to but not later than exactly 4:30 PM on Friday October 21, 2022.

Copies of the Request For Proposal outlining the specifications and instructions are available at the Tukwila School District Administration Building located at 4640 S. 144th St., Tukwila, WA 98168 or by calling 206-901-8000. The RFP will also be available on www.tukwilaschools.org.

The Board of Directors of the Tukwila School District #406 reserves the right to reject any or all proposals thereof, waive any informality and to accept the proposal deemed in the best interest of the District.

Published September 19 & September 26, 2022.

Request for Proposal (RFP Invitation)

Tukwila School District requests proposals for both a before (AM) and after school (PM) program for Tukwila School District three elementary schools located in Tukwila, WA. The initial period for this contractual arrangement will be for one year, beginning January 3, 2023 with two additional option years potentially extending the contract through August 31, 2024.

Tukwila School District desires an educational supervised before and after school programs on Mondays through Fridays during the school year from 7:00am to 8:45am and 3:10pm to 6:00pm and on early release Wednesdays from 12:40pm to 6:00pm

Tukwila School District desires a supervised schedule of educational activities and before/after school care for children for those families requiring such a service. The elements of the desired educational activities are discussed within the Program Requirements section. Contract award will not be based upon lowest bid but will be made upon best perceived value to the school district, students and families utilizing the program.

The space(s) to be made available to the program may consist of the gymnasium, to be determined classroom space, commons, multi-purpose room, and the playground at each of the schools. The number of children participating in the program cannot exceed the allowed space. At the option of Tukwila School District, the program may be renewed for up to 2 years provided mutually agreeable terms can be arranged. The Contractor would be solely responsible for the program's content and activities and would need to provide a certificate of insurance in the amount of One Million Dollars (\$1,000,000.00), naming Tukwila School District as an additional insured – primary coverage, during the complete term of the agreement. In addition, the Contractor would need to provide a copy of their childcare program license and will be required to operate the program in accordance with Washington Department of Child Care Licensing rules.

Program Requirements

After School Program

The following are the requirements we are looking for in an elementary school After-School Program.

1. The after-school program will provide a structured activity time.
2. The after-school program will provide numerous opportunities for students to increase their level of understanding of academic-based concepts and recreational activities in order to develop academic, personal and social skills, including:

- a. Character development that builds leadership skills
 - b. Literacy support which fosters and enhances foundational skills in reading both informational and complex text.
 - c. Academic activities that cultivate higher level thinking skills which include the use of iReady in both reading and math.
 - d. Integrate arts, including arts and crafts, music and movement
 - e. Games and activities that are fun and challenging
 - f. Community service activities
3. Safety is a primary requirement of the after-school program.
 4. The staff should be qualified and alert in their supervision.
 - a. According to the 504 regulations dealing with school involvement in programs, the program must be able to meet the needs of students with disabilities.
 - b. Instructional models: Problem Based Learning and Project Based Learning
 5. The program should have professional and trained staff that interacts and engages with children.
 6. The program should maintain a cooperative and supportive attitude and a structured environment.
 7. Program must maintain regular contact with parents to involve them in their children's after-school learning through newsletters, reports, and informal conversations with parents as they arrived to pick up their children.
 8. The program will run from the end of the school day until 6:00 PM.
 9. Program will be open: Monday –Friday,
 10. Staff ratio per student must follow WA Department of Childcare licensing policies.
 11. See Sample programs:

Before School Program

Sample Program Schedule

7:00 Arrival table games and arts activities

7:45 Group Activity

8:45 Clean-up and dismissal to school staff.

After School Program

Sample Program Schedule

3:30–4:00 Snack & Break

4:00–4:30 Homework Help and Activity 1 to include academic support, including iReady support

4:30–5:00 Homework Help

5:30–6:00 Tutoring and Activity

COVID Protocols

1. Vendor must have COVID plan
2. Staff must be fully vaccinated or have an approved waiver

Questions Regarding the RFP

Questions about the RFP, its content, proposal format or any other question deemed necessary to submit a responsive proposal must be submitted by October 14, 2022, in writing to:

Tukwila School District

Attn: Veronica Birdsong

4640 S144th Street

Tukwila, WA 98168

Birdsongv@tukwila.wednet.edu

Contract Award

After a review of qualifications based upon the requirements contained within this RFP a recommendation for award of the contract will be made to Tukwila School District School Board. Tukwila School District reserves the right to select a proposal that does not represent the lowest cost for services but presents the best perceived benefit to the users. The Tukwila School District reserves the right reject any and all proposals or to accept other than the lowest priced proposal, and to waive any informalities, omissions, excess wording, or technical defects found within submitted proposals, if in the opinion of the Tukwila School District, such action would be in their best interest. The Tukwila School District reserves the right to accept all or part of any submittal or to cancel in part or in its entirety this RFP.

This Request for Proposal does not commit Tukwila School District, the Superintendent of Schools, Tukwila School District School Board, the Business Office, the evaluation committee or any other person to pay costs incurred in the preparation and submittal of a proposal and does not commit the Tukwila School District to procure or contract for materials and services.

1. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Timeline	Focus
August 19 & 26	Post
Oct 21, 2022	RFP due by 4:30 pm pst
Oct 26, 2022	TSD Vetting the proposals
Oct 28, 2022	Notifications, presentations set up as needed
Nov 8, 2022	Board Approval

*TSD reserves the right to revise the above schedule.

2. CLARIFICATION, CONCERN, and QUESTION PROCEDURE

The clarification process is available to Vendors interested in this RFP. Vendors who seek information, clarification, or interpretation from the Tukwila School District employees are advised that such material is used at the vendor's own risk and the District shall not be bound by any such representation. It will be the Vendors's obligation to inform the District's representative of any and all conflicts within the RFP. The clarification process allows Vendors to focus on the solicitation requirements and evaluation process and raise issues with these processes early enough in the process to allow an agency to correct a problem before proposals are submitted and time expended on evaluations.

A Vendors may ask for clarification based on any of the following:

- The solicitation unnecessarily restricts competition;
- The solicitation evaluation or scoring process is unfair or flawed; or
- The solicitation requirements are inadequate or insufficient to prepare a response.

Vendors may submit questions up to five (5) business days prior to the proposal due date noted in the Estimated Schedule of Procurement Activities. However, Vendors are encouraged to submit questions as soon as possible so TSD can rectify the issue(s) early in the process. Questions must be submitted to the District Representative. In order to be considered a valid concern, the question must meet the following requirements:

- Must be in writing.
- Should clearly articulate the basis for the concern.
- Should include a proposed remedy.

Concerns not received by the deadline noted in the Estimated Schedule of Procurement Activities will not be reviewed by TSD.

The TSD District representative or an employee delegated by the RFP Coordinator will review valid concerns and respond to the submitted in writing. The response, and any changes to the RFP will be posted to TSD's website prior to the proposal due date.

3. SUBMISSION OF PROPOSALS

Vendors are required to submit three (3) copies of their proposal. Additionally, the vendor must provide one (1) copy of the proposal electronically, either by email or on an usb drive. ***The proposal, whether mailed or hand delivered, must be received by TSD no later than 4:30 PM in Tukwila, WA on October 21, 2022.*** The proposal is to be mailed or delivered to the RFP Coordinator noted in Section B.1. The envelope should be clearly marked to the attention of the RFP Coordinator, who is TSD's sole point of contact for this procurement.

Vendors mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFP Coordinator. Vendors who hand delivering proposals should allow time for traffic congestion. Consults assume the risk for the method of delivery chosen. TSD assumes no responsibility for delays caused by any delivery service.

Late proposals will not be accepted and will be automatically disqualified from further consideration. The proposals must respond to the procurement requirements. Do not respond by referring to material presented elsewhere. The proposal must be complete and must stand on its own merits.

Failure to respond to any portion of the procurement document may result in rejection of the proposal as non-responsive. All proposals and any accompanying documentation become the property of TSD and will not be returned.

4. PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Proposals submitted in response to this competitive procurement shall become the property of TSD and the proposals shall be deemed public records as defined by RCW 42.56.

Pursuant to RCW 39.26.030, records related to state procurements are public records subject to disclosure to the extent provided in chapter 42.56 RCW. All proposals and evaluations shall remain confidential until TSD announces the Apparent Successful Contractor.

Any information in the proposal that the Vendors desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56 must be clearly designated. The page and the particular exception from disclosure upon which the Vendors is making the claim must be identified. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page.

TSD will consider a Vendor's request for exemption from disclosure; however, TSD will make a decision predicated upon RCW 42.56. Marking the entire proposal exempt from disclosure will not be honored. The Vendors must be reasonable in designating information as

confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected proposer has been given an opportunity to seek a court injunction against the requested disclosure.

A charge will be made for copying and shipping, as outlined in RCW 42.56. No fee shall be charged for inspection of contract files, but twenty-four (24) hours' notice to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

5. ADDENDUMS AND AMENDMENTS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be published on the TSD website, at <https://www.tukwilaschools.org>. For this purpose, the published Vendors questions and agency answers, and any other pertinent information, may be considered an addendum to the RFP and if applicable, also placed on TSD's website. It will be the responsibility of interested Vendors to check the website periodically for RFP addenda and updates.

6. SMALL BUSINESS, WOMEN-/MINORITY- OR VETERAN-OWNED BUSINESS PARTICIPATION

In accordance with the legislative findings and policies set forth in chapter 39.19 RCW, the State of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this RFP or on a subcontractor basis. For more information on certification, contact the [Washington Office of Minority and Women's Business Enterprises](#).

43.60A.200 encourages the participation of Veteran and Service Member Owned Businesses certified by the Washington State Department of Veterans Affairs RCW [43.60A.195](#). For more information on certification, contact [Washington State Department of Veteran Affairs](#).

Additionally, per Department of Enterprise policy, agencies are encouraged to buy from in-state small business, including micro businesses and mini-businesses.

However, no preference will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award, and proposals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.

Self-Certification should be submitted with the Contractor Intake Form (Exhibit D).

7. ACCEPTANCE PERIOD

Proposals must provide five (5) business days for acceptance by TSD from the due date for receipt of proposals.

8. RESPONSIVENESS

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The vendor is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

TSD also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

9. MOST FAVORABLE TERMS

TSD reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Vendors can propose. There will be no best and final offer procedure. TSD does reserve the right to contact a Vendors for clarification of its proposal. The Vendors should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the Vendors's proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to TSD.

10. CONTRACT AND GENERAL TERMS & CONDITIONS

The Apparent Successful Contractor will be expected to enter into a contract which is substantially the same as the sample contract and its General Terms and Conditions. In no event is a Vendors to submit its own standard contract terms and conditions in response to this RFP. The Vendors may submit exceptions as allowed in the Certifications and Assurances section. TSD will review requested exceptions and accept or reject the same at its sole discretion.

Should contract negotiations fail to be completed within two (2) weeks after initiation, TSD may immediately cease contract negotiations, declare the Vendor with the second highest

score as the new Apparent Successful Contractor, and enter into contract negotiations with that Vendor. This process will continue until the Contracts are signed or no qualified Vendors remain.

11. COSTS TO PROPOSE

TSD will not be liable for any costs incurred by the Vendors in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

12. NO OBLIGATION TO CONTRACT

This RFP does not obligate TSD to contract for services specified herein. TSD also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract without penalty.

13. REJECTION OF PROPOSALS

TSD reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP.

14. COMMITMENT OF FUNDS

Only an authorized representative of TSD and/or school board directors may legally commit TSD to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

15. VENDOR PAYMENT REGISTRATION

Vendors awarded contracts as a result of this RFP will be required to register as a TSD Vendor. The vendor registration packet maintained by TSD Fiscal services in processing vendor payments. This allows you, as a vendor, to receive payments by direct deposit, the district's preferred method of payment. Participation in direct deposit is optional. For online registration, please email vendorpacket@tukwila.wednet.edu

16. INSURANCE COVERAGE AND BACKGROUND CHECKS

The Apparent Successful Contractor must comply with the insurance requirements identified in the General Terms and Conditions.

The Contractor shall, at its own expense, obtain and keep in force insurance coverage which shall be maintained in full force and effect during the term of the contract. The Contractor shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to TSD within fifteen (15) days of the contract effective date.

In state law, RCW 28A.400.303 Fingerprint records and background checks are required by Washington State law for: New employees of a school district, an educational service district, state school for the deaf, state school for the blind, and their contractors who have regularly unsupervised access to children be fingerprinted for a background record check. Find information on the fingerprint records and process on the OSPI website — Office of Professional Practices. Fingerprints and Cleared Background Check before Services Start.



Tukwila
SCHOOL DISTRICT

PROFESSIONAL SERVICES AGREEMENT

Must be completed and approved prior to the start of work and accompanied by a purchase order

DATE: _____

TERMS OF AGREEMENT: Agreement is made between the Tukwila School District 406 (District) and _____ (Contractor). This agreement is effective beginning, _____ and will terminate on _____ unless mutually extended in writing. The Contractor will provide the following services: _____.

CONTRACTOR INFORMATION:

Address _____	Telephone Number _____
City/State/Zip Code _____	Email Address _____
Social Security Number/Federal Tax ID Number _____	UBI Number _____

COMPENSATION: The District will pay the Contractor a fee of \$_____ per _____ and/or a total not to exceed \$_____ for specified services. Payment will be made within 30 days of submission of Work Verification Form, submitted to Accounts Payable.

Is Contractor an Tukwila School District employee? _____ Yes _____ No
If yes, complete a Request for Compensation form and not a Professional Services Agreement.

Is Contractor a spouse or family member of an Tukwila School District employee? _____ Yes _____ No
If yes, contact Personnel as there may be a conflict of interest.

Is Contractor in the business of providing the specified services? _____ Yes _____ No
If no, contact Payroll as you may be considered a casual employee and not a Contractor.

Will the Contractor have direct, unsupervised access to students? _____ Yes _____ No
If yes, the Contractor must complete a Washington State Background Check form. Forms may be obtained from the school office and the contract will not be approved until the Contractor is cleared.

Engrossed House Bill 2391 passed in 2007, creating new Early Retirement Factors (ERF) and new Retiree Return to Work rules for members that choose to retire under the 2008 ERF. Are you an early retiree under ERF 2008?
_____ Yes _____ No
If yes, the Contractor must complete a Retirement Status Form which can be obtained from the Payroll Department.

Required Attachments:

- ___ If available, Certificate of Insurance naming the District as an additional insured with endorsement
- ___ Completed W-9 Form
- ___ Copy of a social security card (if you do not have a Federal Tax ID Number)
- ___ Completion of Washington State Background Check (if required)

In lieu of a Certificate of Insurance, the Contractor acknowledges that the District does not provide any accidental medical insurance coverage and therefore agrees to assume all risk of injury sustained to Contractor's personnel and/or any damages to Contractor's property.

Signature (Principal/Manager) Date

Title

District Approval – Authorizing Signature Date

Contractor Signature Date

Printed Name

Purchase Order Number

Budget Number

TERMS AND CONDITIONS

- 1. COMPLIANCE WITH LAWS AND DISTRICT POLICIES AND PROCEDURES:** The Contractor shall, at its sole expense, comply with all applicable federal, state and local laws, government rules, regulations, requirements and ordinances which may now or hereafter be in force, relating to its activities under this agreement and shall obtain and pay for all required licenses and permits. All equipment furnished will be required to satisfy any applicable requirements of the Occupational Safety and Health Act and/or the Washington Industrial Safety and Health Act in effect at the time of delivery. By accepting this agreement the Contractor assures the District that its agency/labor union will comply with all state and federal guidelines and regulations. The Contractor is required to comply with all federal, state and local laws relating to hazardous materials. The Contractor will follow all Tukwila School District policies and procedures, including, but not limited to, the prohibition of tobacco, drugs, alcohol and weapons on school District property and the limitation of animals on school District property. District policies and procedures can be found on the District homepage (<http://www.tukwila.wednet.edu>) under Board Policies.
- 2. NONDISCRIMINATION:** No person shall be denied the benefits of, or be otherwise subject to discrimination under any activity performed pursuant to this agreement, on the grounds of race, creed, color, national origin, marital status, disability, sex or sexual orientation.
- 3. CRIMES AGAINST CHILDREN:** The Contractor shall not utilize any employee at a District site or allow any contact between school children and any employee when an employee has pled guilty to or been convicted of any felony crime against a child under RCW 9.68A, RCW 9A.42, RCW 9A.32, RCW 9A.36, RCW 9A.44, RCW 9A.88, RCW 9A.64.030 or violation of similar laws of another jurisdiction.
- 4. UNSUPERVISED ACCESS TO STUDENTS:** Pursuant to RCW 28A.400.303, any Contractor who will have unsupervised access to children pursuant to this agreement, shall be required to have successful completion of a background record check through the Washington State Patrol Criminal Identification System, under RCW 10.97.030 & .050 and, if applicable, through the Federal Bureau of Investigation prior to contracting with the District and prior to unsupervised access to children.
- 5. APPLICABLE LAW:** The laws of the state of Washington shall govern this Professional Services Agreement and the venue of any action brought here under this agreement shall be in the Superior Court, County of King, State of Washington; or Federal Court, Western District, Northern Division.
- 6. DEBARMENT AND SUSPENSION:** A Debarment and Suspension Certificate is required by the Executive Order 12549 and 48 CFR part 9 regarding all transactions receiving federal dollars. The Contractor certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. The Contractor shall provide immediate written notice to the District at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Should the Contractor enter into a covered transaction with another person or Subcontractor, the Contractor agrees by signing this agreement that it will verify that the person/entity is not barred or suspended.
- 7. CONTRACTOR RESPONSIBILITY:** The Contractor shall provide and furnish all necessary tools, labor, materials, equipment and all transportation services as described and required to perform the services under this agreement. The Contractor shall assume all other expenses incurred in connection with the performance of this contract and the District shall not be responsible for payment of any other expenses unless indicated in the agreement. The Contractor is personally liable for, among other things, taxes, personal health and car insurance, worker's compensation for its employees and business expenses for maintaining its office. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or its right, title or interest therein, or any part thereof, such attached or purported assignments, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever, and contract may, at the option of the District, be terminated, revoked and annulled, and the District shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the other Contractor and to its purported assignee or transferee.
- 8. RELATIONSHIP TO PARTIES:** No employer-employee relationship is established by this agreement and no assumption of liability is implied or expressed. Contractor and persons engaged by the Contractor agree that they are not employees of the District in any capacity. Contractor is responsible for all applicable taxes including, but not limited to, Social Security, Federal Withholding and Workers Compensation.
- 9. CONTRACT CHANGES/TERMINATION:** Acceptance of this agreement by the Contractor shall be acceptance of all terms and conditions recited herein and shall supersede any conflicting term in any other contract or document of the Contractor. Any document or contract of the Contractor that adds to or is different from this agreement shall be considered null and void. Any additions, deletions or changes to this agreement shall be mutually agreed upon, be made in writing and signed by all parties. This agreement may be terminated by either party by giving 30 days written notice to the other party; except the District has the right to immediately terminate this agreement if the Contractor fails to comply with any of its terms and conditions. In the event of termination, neither party shall have any rights against the other except to the extent of those accrued prior to the termination date.
- 10. INSURANCE:** Contractor shall, at its sole expense, purchase and maintain commercial general liability insurance, with a limit of \$1,000,000 per occurrence bodily injury, including sexual misconduct and molestation, personal injury and property damage combined, including premises, operations, contractual and personal liability, submit a certificate of insurance with the Tukwila School District named as an additional insured with endorsement, prior to starting services. Such insurance shall not be cancelled or reduced until 30 days prior written notice has been given to the District. Contractor and its employees must drive cautiously on school property and peripheral roads, and have automobile and full liability insurance.
- 11. INDEMNIFICATION:** All activities performed by the Contractor are performed at its own risk, and Contractor agrees to indemnify, defend, and hold the Tukwila School District, its board of directors, administrators, employees, students and volunteers harmless from any liability, claim, expense, damage or injuries to persons or property (including reasonable attorneys' fees) arising out of any of Contractor, its employees, agents or Subcontractors acts or omissions under this agreement, or breach thereof, except for injuries and damages caused by the sole negligence of the District.