

CENTRAL KITSAP AND NORTH KITSAP SCHOOL DISTRICTS
PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL (RFP)

REQUIRED RESPONSE FORM

003-16

DATE: May 7, 2016

TITLE: RFP TO PROVIDE NURSING SERVICES

This proposal must be submitted to the North Kitsap School District, Purchasing Department, 18360 Caldart Avenue NE, Building 300, Poulsbo, WA 98370, no later than 3:00 PM on MAY 23, 2016, and plainly marked RFP-003-16. Proposals are due and will be opened at this time.

I, the undersigned proposer have not divulged, discussed, or compared this proposal with any other proposer and have not colluded with any other proposer in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal.

Proposal Certification

I hereby certify that I am submitting the following information as my company's proposal and understand that by virtue of executing and returning with this proposal this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of all pages inclusive of this Request for Proposal, and all appendices and the contents of any Addendum released hereto. Proposal must be signed by an officer or employee having authority to legally bind the proposer.

PROPOSER (firm name) _____

STREET ADDRESS: _____

CITY & STATE: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ DATE: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

TELEPHONE: _____ FAX: _____ TOLL FREE: _____

E-MAIL ADDRESS: _____ INTERNET URL: _____

PROPOSER TAXPAYER IDENTIFICATION NUMBER: _____

NOTE: Entries must be completed in ink. An original manual signature is required.

**CENTRAL KITSAP AND NORTH KITSAP SCHOOL
DISTRICTS REQUEST FOR PROPOSAL FOR
NURSING SERVICES**

INDEX

- 1.1 INTRODUCTION
- 2.1 INSTRUCTIONS TO PROPOSER
- 3.1 TIME SCHEDULE
- 4.1 AWARD
- 5.1 TERM OF CONTRACT / RENEWAL
- 6.1 RFP INQUIRIES

- 7.1 LOBBYING
- 8.1 SCOPE OF SERVICES
- 9.1 DISTRICT REVIEW
- 10.1 PREPARATION AND SUBMISSION
- 11.1 PROPOSAL EVALUATION PROCESS
- 12.1 EVALUATION CRITERIA
- 13.1 CANCELLATION OF AWARD/TERMINATION
- 14.1 DEFAULT
- 15.1 DEBARMENT
- 16.1 LEGAL REQUIREMENTS
- 17.1 CONFLICT OF INTEREST
- 18.1 INSURANCE REQUIREMENTS
- 19.1 INDEMNIFICATION / HOLD HARMLESS AGREEMENT
- 20.1 PERMITS AND LICENSES
- 21.1 COST INCURRED IN RESPONDING
- 22.1 SUB-CONTRACTS
- 23.1 JOINT PROPOSAL
- 24.1 CONTRACTOR BID REQUIREMENTS
- 25.1 DISQUALIFYING CRIMES
- 26.1 ASSIGNMENT OF CONTRACT AND/OR PAYMENT
- 27.1 REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY
- 28.1 AGREEMENT
- 29.1 POSTING OF RFP CONDITIONS / SPECIFICATIONS
- 30.1 POSTING OF RFP RECOMMENDATION / TABULATIONS

**CENTRAL KITSAP AND NORTH KITSAP SCHOOL DISTRICTS
REQUEST FOR PROPOSAL FOR
NURSING SERVICES**

1.1 INTRODUCTION

- 1.2** This is a Request for Proposal (RFP) for Nursing Services for The School Districts of Central Kitsap and North Kitsap located in Kitsap County, Washington.
- 1.3** The District provides Registered Nurses (RNs) to provide medically related services to students in Central Kitsap and North Kitsap School Districts in accordance with state and federal guidelines. A physician's authorization is required for the student to access and benefit from medically related services in a school based educational program.
- 1.4** The Districts have determined a need to contract personnel in the areas of RNs. Services are provided to eligible students who may have a wide range of diagnosed physical conditions.
- 1.5** All health care professionals must be able to provide medical and educational assistance to assigned students. Services may be required on a visiting basis at prescribed times while other students may require full time services during all school hours, including transportation.
- 1.6** All terms and conditions of this RFP, any addenda, proposer's submissions and negotiated terms, are incorporated into the contract by reference as set forth herein.

2.1 INSTRUCTIONS TO PROPOSER

- 2.2** All proposals must be received no later than 3:00 PM, on May 23, 2016. If a proposal is transmitted by US Mail or other delivery medium, the proposer(s) will be responsible for its timely delivery to the Department of Purchasing, North Kitsap School District, 18360 Caldart Avenue NE, Building 300, Poulsbo, WA 98370.
- 2.3** Any proposal received after the above stated time and date, will not be considered and will be returned unopened to the proposer(s) after the RFP posting period has expired.
- 2.4** One manually signed original and three (3) photocopies of the proposal must be sealed in a package(s) and clearly labeled "REQUEST FOR PROPOSAL FOR NURSING SERVICES" on the outside of the package(s). The proposer's legal name, address, contact person, and telephone number must also be clearly annotated on the outside of the package(s).
- 2.5** All proposals must be signed by an officer or employee having authority to legally bind the proposer(s).

REQUEST FOR PROPOSAL NO.: 003-16

- 2.6 Any corrections of unit prices must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction.
- 2.7 Proposer should become familiar with any local conditions which may, in any manner, affect the services required. The proposer(s) is/are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.
- 2.8 Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole option of the Districts.
- 2.9 Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide the District with the services specified in the proposal.
- 2.10 DELIVERY OF RFPS: When hand delivering your RFP, proposers must follow the District's security access procedures. The procedures are as follows:
 - A. Park in visitors' parking area.
 - B. Enter building through the front door.
 - C. Proceed to the Purchasing Agent located in Building 300.
 - D. Present proposal to Purchasing Agent for official date/time stamping.

PROPOSERS SHOULD ALLOW AT LEAST 30 MINUTES TO FOLLOW THE ABOVE PROCEDURES AND SUBMIT THEIR PROPOSAL TO THE PURCHASING AGENT, NO LATER THAN THE DATE AND TIME DESIGNATED IN THE RFP.

3.1 **TIME SCHEDULE**

- 3.2 The Districts will attempt to use the following time schedule which will result in selection of a proposer(s).

May 18, 2016	All written questions and inquiries are due.
May 23, 2016	Proposals due no later than 3:00 PM.
June 1, 2016	Posting of Recommendation.
June 8, 2016 (CKSD)	*Recommend proposer(s) to The School Boards of Central
June 9, 2016 (NKSD)	Kitsap and North Kitsap for approval.

* This is an open, public meeting.

- 3.3 Notification of any changes to the time schedule will be made to proposers by US certified mail, e-mail or fax.
- 3.4 Response to inquiries regarding the status of a proposal must not be made prior to the posting of award recommendation.

4.1 **AWARD**

- 4.2 The Districts reserve the right to accept or reject any or all proposals.

REQUEST FOR PROPOSAL NO.: 003-16

- 4.3 The Districts reserve the right to waive any irregularities and technicalities and may, at their sole discretion, request a clarification or other information to evaluate any or all proposals.
- 4.4 The Districts reserve the right, before awarding the contract, to require proposer(s) to submit evidence of qualifications or any other information the Districts may deem necessary.
- 4.5 The Districts reserve the right, prior to their Boards' approval, to cancel the RFP or portions thereof, without penalty.
- 4.6 The Districts reserve the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the Districts; and (2) the Districts reserve the right to reject any and/or all items proposed or (3) award to multiple proposers.
- 4.7 The proposal with the highest number of points will be ranked first; however, nothing herein will prevent the Boards from making multiple awards and to deem all proposals responsive and to assign work to any firm deemed responsive.
- 4.8 The Districts reserve the right to negotiate further terms and conditions, including price with all proposers being considered for award recommendation. If a mutually beneficial agreement with all proposers being considered for award cannot be resolved, the Districts reserve the right to enter into negotiations with the next highest scored proposer and continue this process until an agreement is reached with the number of proposers required to meet the needs of the Districts.

5.1 TERM OF CONTRACT / RENEWAL

- 5.2 The term of the contract shall be from September 1, 2016 through August 31, 2019. If needed, the contract will be extended 90 days beyond the contract expiration date. The Contractor(s) will be notified when the School Boards have acted upon the recommendation. All prices shall be firm for the first two (2) years of the contract and may be increased the third year if contractor(s) provides documentation of market increase to the Districts. All increases must be approved by the Districts. The Contractor agrees to this condition by signing its proposal.

6.1 RFP INQUIRIES

- 6.2 Any questions concerning conditions and specifications must be submitted in writing and received no later than 3:00 p.m. PST, May 18, 2016. Questions received in writing by the time and date specified will be answered in writing in the form of an addendum.

Send all questions by email or fax to attention:

Susan Ray, Purchasing Agent
SRay@nkschools.org
FAX (360) 396-3932

- 6.3 Ms. Ray is authorized only to direct the attention of prospective proposers to various portions of the RFP so that they may read and interpret such for themselves. Neither Ms. Ray nor any employee of the District is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in the written documents.
- 6.4 If necessary, an addendum will be mailed or delivered to all who are known by the Purchasing Department to have received a complete set of proposal documents.

REQUEST FOR PROPOSAL NO.: 003-16

- 6.5 Copies of addendum will be made available for inspection at the District's Purchasing Department where proposal documents will be kept on file.
- 6.6 No addendum will be issued later than three calendar days prior to the date for receipt of proposals except an addendum withdrawing the request for proposals or one which includes postponement of the date for receipt of proposals.
- 6.7 No verbal or written information which is obtained other than by information in this document or by addendum to this RFP will be binding on the Districts.

7.1 LOBBYING

- 7.2 Proposers are hereby advised that lobbying is not permitted with any District personnel or Board members related to or involved with this RFP until the administration's recommendation for award has been posted at the Purchasing Department reception center. All oral or written inquiries must be directed through the Purchasing Department.
- 7.3 Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel after advertisement of the RFP and prior to the posted recommendation on the award of the contract.
- 7.4 Any proposer or any individuals that lobby on behalf of proposer during the time specified will result in rejection / disqualification of said proposal.

8.1 SCOPE OF SERVICES

- 8.2 Professional and Personal Qualifications – The proposer agrees to:
 - 1. Guarantees that all RNs are professionally licensed in compliance with Washington Law. Provide copies of licensure with RFP response or prior to placement. Additionally, if the awarded proposer adds staff during the contract period, a copy of the appropriate license must be provided to the corresponding Department representative and a copy to the purchasing agent prior to placement.
 - 2. Provide services consistent with the professional standard of care and comply with all the medical and ethical requirements imposed by the State of Washington and any other applicable federal, state or local regulatory agency.
 - 3. The Proposers, or any of his/her subcontractors, shall not utilize any employee at the District site or allow any contact between school children and any employee when an employee has plead guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9S.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9 A.64.030 RCW, or violation of similar laws of another jurisdiction.
 - 4. Proposers who have regularly scheduled unsupervised access to children, and/or who hire employees who will have regularly scheduled unsupervised access to children, shall perform a record check through the Washington State Patrol criminal identification system under RCW 43.43.830-43.43.834, 10.97.030 and 10.97.050, and through the Federal Bureau of Investigation before hiring the employee. The record check shall include a fingerprint check using a complete Washington State criminal identification fingerprint card. The Proposers shall provide a copy of

REQUEST FOR PROPOSAL NO.: 003-16

the record to the person applying for employment to the District. If the Proposer or applicant has had a record check within the previous two years, the Proposer may waive the requirement.

8.3 Supervision – The contract awarded proposer(s) will:

5. Assign three or more nurses to North Kitsap School District who will provide the equivalent of 2.8 FTE of direct service to all enrolled students (projection for 2016-17 of 5,997 students), coordinating all needed Individual Health Care Plans (514 in 2015-16) and supervising medication administration to over 465 students.
6. Assign six or more nurses and other qualified personnel as needed to Central Kitsap School District who will provide the equivalent of 5.7 certificated FTE of direct service to all enrolled students (projection for 2016-17 of 10,900 students), coordinating all needed Individual Health Care Plans (772 in 2015-16) and supervising medication administration to over 890 students.
7. Assign nurse(s) to Central Kitsap School District Special Services who will provide 0.4 FTE focusing on service to students enrolled in the special education preschool, and to school-aged medically fragile and medically complex special education students.
8. Report to the designated District personnel to monitor effective coordination between the School Districts and the agency related to the provision of the contractual agreement.

8.4 Mandated Health Screenings

9. Coordinate and manage mandated vision, hearing and scoliosis screenings.
10. Train vision screening volunteers and supervise for quality assurance.
11. Perform re-checks on all students failing initial vision screenings.
12. Send referral letters to parents of all students who fail any mandated screening.
13. Provide follow-up on referred students to insure they have access to the appropriate health care provider.
14. Liaison with health care provider as needed.
15. Conduct vision and hearing screenings for special education students on an annual basis for IEP planning.

8.5 Medication Administration Supervision

16. Review of authorized health care providers orders for administration of medication, possible side effects and special training needs. Complete Section 504 Evaluation and Plan if permission to evaluate is given by parents.
17. Provide appropriate training to school personnel on administering medications and recognizing and managing potential side effects.
18. Supervise school personnel administering medications including reviewing medication process weekly.
19. Receive and document verbal orders from authorized health care providers for immediate

REQUEST FOR PROPOSAL NO.: 003-16

emergent medication administration to students or for modification of medication dosage or schedule.

20. Serve as liaison with the authorized health care provider, providing observational data and appropriate medical documentation upon request and abiding to HIPPA, FERPA guidelines.

8.6 Medical Emergencies During the School Day

21. Assist School Districts, when requested, in developing appropriate medical response plans.
22. Assist, when requested, in the annual review and update of emergency response plans.
23. Provide direct telephone response to buildings with medical emergencies and, if requested, be on site to assess medical needs of students (triage) as soon as possible.
24. Serve as liaison with emergency medical staff.
25. Provide direct communication to parents of affected students.
26. Provide consultation to building administrator and district communications office on wording of general communication about the incident.
27. Provide consultation, when requested, to School District staff members who handled a serious medical or first-aid incident, including review of any records, follow-up on the injured student, and serving as liaison with health care provider and family as needed.
28. Liaison with health care providers, poison control, and other agencies for management of care, reporting, and follow-up of exposure incidence.
29. Participate in de-briefing services to School District staff and students upon request.

8.7 First Aid

30. Review and recommend district policies and procedures for routine first aid care.
31. Explain guidelines for district personnel in administering first aid.
32. Facilitate appropriate staff training as requested.

8.8 Infectious Disease Management

33. Review School District policies for infectious disease management, when requested, and recommend changes as appropriate.
34. Explain guidelines and procedures consistent with Department of Health policies for identification and control of infectious diseases.
35. Provide annual review to building staff on infectious diseases and universal precautions, when requested.
36. Provide general notification to students, parents, and staff regarding potential exposure, symptoms, and management.
37. Provide notification to "at-risk" students and staff.
38. Complete follow-up checks on students to determine appropriateness of return to school.

REQUEST FOR PROPOSAL NO.: 003-16

39. Liaison with Public Health Department, providing required documentation and reporting of diseases.

8.9 Immunization Records Management

40. Establish and coordinate procedures for routine monitoring of required immunization records by building staff.
41. Review procedures annually and recommend policy revisions as needed to assure compliance with state requirements.
42. Contact parents of students whose immunization records are out of compliance and communicate requirements and deadlines in situations where building staff have been unsuccessful in securing compliance.
43. Assist building administrators to determine students to be excluded from school for failure to meet immunization requirements.

8.10 Case Management – All Referred Students

44. Conduct health assessments for children, providing appropriate referrals and follow-ups as needed with parents and health care providers.
45. Serve as a liaison with agencies and health care providers to obtain accurate medical information and coordinate services.
46. Provide initial assessment and counseling to students with acute or chronic health conditions, including but not limited to: pregnancy, eating disorders, abuse, hygiene issues, suicidal ideation, nutrition, human growth and sexuality and other health related conditions.

8.11 Case Management – Medically Fragile Students

47. Participate in the completion of required assessments to determine eligibility for special education services and review of medical data for documentation of state eligibility criteria.
48. Participate in medical meetings with health care provider, parent, and special education staff to discuss educational implication of the disability.
49. Participate in the development of an IEP or 504 Plan and provide training needed to implement plan.
50. Routinely monitor implementation of the care plan and collaborate with staff for plan revisions as needed.
51. Assess the success of the care plan at least one time annually and suggest modifications as appropriate.

8.12 Case Management – Students With Life Threatening Conditions

52. Prior to the start of each school year, Nurses will interface with parents of identified students to provide appropriate medical documentation.
53. Develop an IHP (Individualized Health Plan) and ECP (Emergency Care Plan) prior to the student attending school. Complete Section 504 Evaluation and Plan if permission to evaluate is given by parents.
54. Provide staff training on implementation of the plans prior to the student attending school.
55. Monitor implementation of the care plan and collaborate with staff for revisions to plan as needed.

8.13 Do Not Resuscitate Orders (DNR)

56. Communicate with physician, parents and other service providers to explain fully the district policy regarding DNR orders, and periodically review the DNR order.
57. Train staff in the handling of an anticipated life threatening emergency.

REQUEST FOR PROPOSAL NO.: 003-16

58. Coordinate with family, physician, staff and EMS staff to develop a care plan that includes the medical facility to which the student will be transported.
59. Follow-up with the physician and family as appropriate.
60. Provide appropriate counseling/grief management services to school staff handling the emergency.

8.14 Child Protective Services (CPS)

61. Conduct physical assessment, when requested, of child suspected to be a victim of abuse or neglect; provide appropriate documentation to CPS.
62. Communicate with building administrator for completion of appropriate referral to CPS.

8.15 Precious People Day Care Health and Safety

63. Conduct safety and health risk assessment inspections of Precious People Daycare at least monthly; order corrective action as needed to insure compliance with regulations and incident prevention.
64. Follow-up on all incident reports to insure proper procedures were implemented, appropriate first aid was given, and the child's needs were attended to.
65. Conduct infant growth and development assessments on all daycare children in Precious People program, who are children of Central Kitsap School District students, at least once annually.
66. Participate in weekly staffing on teen parents and infants; follow-up on plans developed as needed.

8.16 Curriculum and Health Promotion (North Kitsap only)

67. Upon request, review health curriculum and materials, including AIDS, human growth and development, and drug education for current medical accuracy and age appropriateness and alert Districts to potentially controversial issues.
68. Upon request, serve as a resource to teachers and provide training and consultation to teachers (grades 5 and up) regarding AIDS, human growth, and other requested health curriculum.

8.17 Blood Borne Pathogens (North Kitsap only)

69. Provide staff training on HIV/Hepatitis B and blood borne pathogens to all employees new to the district since the previous training as requested by Human Resources department.
70. Routinely monitor each building as to its handling of biohazardous materials—recommend appropriate changes in procedures as needed.
71. Consultation and recommendations for employees who experience a blood borne pathogen or other hazardous substance exposure incident.

8.18 Special Education

72. Consult with each special education preschool regularly (minimum of one time per month).
73. Gather health information from private health care providers on special education students who have been identified by district staff as having unmet health needs; assist special education staff in developing appropriate individualized health plans (IHPs) for these students.
74. Coordinate inservice and/or provide training for staff when health care procedures for special education students are ordered by a health care provider or requested by a parent or guardian.
75. Provide regular consultation and review of health procedures provided to special education students by non-medical staff.
76. Participate in MDT's for special education students upon request.

9.1 DISTRICT REVIEW

9.2 As stated Section 12.1 the Districts will review and evaluate responsive proposals, for the purposes of making a decision as to an intended award. Notification of the Districts decision will also be posted for review by interested parties at the School District Purchasing Department, 18360 Caldart Avenue NE, Building 300, Poulsbo, WA 98370.

10.1 PREPARATION AND SUBMISSION

10.2 In order to maintain comparability and enhance the review process, it is requested that proposals be organized in the manner specified below. Include all responsive information in your proposal. It is required that three (3) copies of the proposal be submitted with the original proposal.

10.3 Title Page: RFP number; the date, RFP subject; and proposer's name, address, telephone number, and email address.

10.4 Table of Contents: Include a clear identification of the material by section and by page number.

10.5 Letter of Transmittal: Give the names of the persons who will be authorized to make representations for the proposer and their titles, addresses, and telephone numbers.

10.6 Request for Proposal: Complete the Required Response Form (page 1 of RFP) with all required information completed and all signatures as specified.

10.7 Experience and Qualifications of the Firm: State the experience your firm has had in the last three years providing nursing services similar to those requested by the Districts.

Provide reference letters from at least two such clients as references with your proposal.

Give the name of the individual who will be assigned as the Districts' liaison for this contract.

Provide the number of RNs you currently have under contract, copies of their licenses and resumes detailing experience with children and schools.

10.8 Scope of Service: Provide detailed information on how you will provide nursing services as requested in Section 8.1 Scope of Services.

10.9 Cost of Services: State the hourly rate for Registered Nurses.

10.10 Insurance: Provide proof of responder's insurance as required in Section 18.1 of this RFP or submit a letter of responder's intention to have the required insurance within ten days of notification by the District.

11.1 PROPOSAL EVALUATION PROCESS

11.2 RFPs are received and publicly opened. Only names of respondents will be read at this time.

11.3 The Districts, consisting of District personnel, will convene, review and discuss all proposals submitted. Purchasing personnel will participate in an advisory capacity only.

11.4 The Districts will assign points in the evaluation and recommendation process in

REQUEST FOR PROPOSAL NO.: 003-16

accordance with the evaluation criteria listed in Evaluation Criteria, Section 12.1.

- 11.5 The Districts reserve the right to interview any or all proposers and to require a formal presentation with the key people who will administer and be assigned to work on the contract before recommendation of award. This interview is to be based upon the written proposal received.
- 11.6 The Districts, or its designees, reserve the right to negotiate further terms and conditions, including price with all proposers being considered for award recommendation. If a mutually beneficial agreement with all proposers being considered for award cannot be resolved, the Districts reserve the right to enter into negotiations with the next highest scored proposer and continue this process until an agreement is reached with the number of proposers required to meet the needs of the Districts.
- 11.7 The results of the Districts evaluation and scoring is reviewed and approved by the Department Directors prior to posting the recommendation.
- 11.8 The Purchasing Department will prepare and submit an agenda item to the Districts Superintendents of Schools.
- 11.9 The Superintendents will recommend to the Boards, the award or rejection of any and/or all proposal(s).
- 11.10 The Boards will award or reject any or all proposal(s).

12.1 EVALUATION CRITERIA

The Districts shall rank all proposals received which meet the submittal requirements. The following factors will be considered in ranking the proposals received:

Awarded proposers will be issued purchase orders authorizing services.

	<u>MAXIMUM POINTS</u>
A. <u>Cost of Services</u>	40
B. <u>Scope of Services</u>	30
C. <u>Experience with School Districts and Qualifications of the Firm</u>	20
D. <u>Customer References</u>	10
	<hr style="width: 10%; margin-left: auto; margin-right: 0;"/>
Total	100

13.1 CANCELLATION OF AWARD/TERMINATION

- 13.2 In the event any of the provisions of this proposal are violated by the proposer(s), the Superintendents or their designee will give written notice to the proposer(s) stating the deficiencies, and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the Districts for immediate cancellation. Upon cancellation hereunder, the Districts may pursue any and all legal remedies as provided herein and by law. In the

REQUEST FOR PROPOSAL NO.: 003-16

event that it is subsequently determined that a cancellation under this paragraph was incorrect, the termination shall be converted to a termination for convenience pursuant to the next paragraph.

13.3 The Districts reserve the right to terminate any contract resulting from this RFP, at any time and for no reason, upon giving 30 days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the Districts will be relieved of all obligations under said contract. The Districts will only be required to pay to the proposer(s) that amount of the contract actually performed to the date of termination.

13.4 The Contractor(s) will have the option to terminate the contract upon written notice to the Districts. Such notice must be received at least 90 days prior to the effective date of termination.

13.5 Cancellation of contract by Contractor may result in removal from proposer list for a period of three years.

14.1 **DEFAULT**

14.2 In the event that the awarded proposer(s) should breach the contract, the School Districts reserve the right to seek remedies in law and/or in equity.

15.1 **DEBARMENT**

15.2 The Districts shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

16.1 **LEGAL REQUIREMENTS**

16.2 It shall be the responsibility of the proposer to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations and School Board Policies that in any manner affect the items covered herein. Lack of knowledge by the proposer(s) will in no way constitute cause for relief from responsibility.

16.3 Proposer(s) doing business with the Districts' are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, religion, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

17.1 **CONFLICT OF INTEREST**

17.2 All proposers must disclose the name of any officer, director, or agent who is also an employee of the Districts. All proposers must disclose the name of any District employee who owns, directly or indirectly, any interest in the proposers' business or any of its branches.

18.1 **INSURANCE REQUIREMENTS**

18.2 Proof of insurance must be furnished by the awarded proposers to the Districts by Certificate of Insurance. All insurance must be issued by a company or companies approved by the School Districts.

REQUEST FOR PROPOSAL NO.: 003-16

- 18.3 Original Certificates of Insurance meeting the specific required provision specified within this RFP shall be forwarded to the Purchasing Department, ATTN: Susan Ray, Purchasing Agent, and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.
- 18.4 Thirty days written notice must be provided to the Districts via certified mail in the event of cancellation of insurance. The notice of cancellation must be sent to the Purchasing Department.
- 18.5 The awarded proposers shall provide complete copies of any insurance policy for required coverage within seven days of the date of request by the Purchasing Department but in any respect at least 30 days prior to the commencement of any term. For all contracts with an amount of \$1,000,000 or more the actual INSURANCE POLICY must be included with the Certificate of Insurance.

19.1 INDEMNIFICATION / HOLD HARMLESS AGREEMENT

- 19.2 Awarded proposers shall, in addition to any other obligation to indemnify The Central Kitsap School District School Board and North Kitsap School District School Board, both of Kitsap County, Washington and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School Boards, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;
 - 19.3 bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the awarded proposer, Contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or
 - 19.4 violation of law, statute, ordinance, governmental administration order, rule or regulation by Contractor in the performance of the work; or
 - 19.5 liens, claims or actions made by the awarded proposer or any subcontractor or other party performing the work.
- 19.6 The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the awarded proposer of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.
- 19.7 This article will survive the termination of the contract.

20.1 PERMITS AND LICENSES

- 20.2 The awarded proposer(s) will be responsible for obtaining any necessary permits and licenses and will comply with laws, rules, and regulations whether state or federal and with all local codes and ordinances without additional cost to the Districts.

21.1 COST INCURRED IN RESPONDING

- 21.2 All costs directly or indirectly related to proposal preparation, representation or clarification shall be the sole responsibility of and be borne by the proposer.

22.1 SUB-CONTRACTS

- 22.2 Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-Contractor(s) and the School Districts.
- 22.3 The proposer(s) will be fully responsible to the School Districts for the acts and omissions of the sub-Contractor(s) and their employees.
- 22.4 After award of contract, any changes in sub-Contractors or sub-proposers requires prior School Districts written approval.

23.1 JOINT PROPOSAL

- 23.2 In the event multiple proposers submit a joint proposal in response to the RFP, a single proposer shall be identified as the Prime Vendor. If offering a joint proposal, Prime Vendor must include the name and address of all parties of the joint proposal. Prime Vendor shall provide all bonding and insurance requirements, execute any contract, complete the **REQUIRED RESPONSE FORM** shown herein, and have overall and complete accountability to resolve any dispute arising out of the contract. Only a single contract with one proposer shall be acceptable. Prime Vendor responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other proposers participating or present at Districts meetings, oversee preparation of reports and presentations, and filing any notice of protest and final protest as described herein. Prime Vendor shall also prepare and present a consolidated invoice(s) for services performed. The Districts shall issue only one check for each consolidated invoice to the Prime Vendor for services performed. Prime Vendor shall remain responsible for performing services associated with response to this RFP.

24.1 CONTRACTOR BID REQUIREMENTS

- 24.2 As part of its bid or proposal, bidder or proposer shall provide to the District a list of all instances within the past ten years where a complaint was filed or pending against bidder or proposer in a legal or administrative proceeding alleging that bidder or proposer discriminated on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability against its sub-contractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of each such complaint, including any remedial action taken.

25.1 DISQUALIFYING CRIMES

- 25.2 The proposer certifies by submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Washington or Federal Government. Further, proposer certifies that it has divulged, in its bid response, information regarding any of these actions or proposed actions with other governmental agencies.
- 25.3 The Contractor or any sub-contractors shall not employ any persons with multiple felonies and / or crimes against children. The Contractor must provide documented proof of efforts to comply with this requirement. The Districts may declare any non-compliance or lack of diligent effort by the Contractor to comply as a breach of contract and immediately terminate the services of the Contractor.

REQUEST FOR PROPOSAL NO.: 003-16

26.1 ASSIGNMENT OF CONTRACT AND/OR PAYMENT

26.2 The proposer shall not enter into subcontracts, or assign, transfer, convey, sublet, or otherwise dispose of the ensuing contract, or any or all of its right, title or interest herein, or its power to execute such contract to any person, company, or corporation without prior written consent of the District.

26.3 The proposer will be prohibited from publishing or releasing any information related to the requested services without the prior written permission of the Districts'. All reports and other documents resulting from the ensuing contract will remain the sole property of the Districts'.

27.1 REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY

27.2 Possession of firearms will not be tolerated on District property, nor will violations of Federal and State laws and any applicable School Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated in Section 16.1.

27.3 "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

27.4 No person who has a firearm in his or her vehicle may park his or her vehicle on District property. Furthermore, no person may possess or bring a firearm on District property.

27.5 If any employee of an independent Contractor or sub-contractors is found to have brought a firearm on District property, said employee will be terminated from the project by the independent Contractor or sub-contractors. If the sub-contractors fail to terminate said employee, the sub-contractor's agreement with the independent Contractor for the project shall be terminated. If the independent Contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractors who fails to terminate said employee, the independent Contractor's agreement with the Districts' shall be terminated.

28.1 AGREEMENT

28.2 A purchase order and/or a contract will be released, after award, for any work to be performed as a result of this RFP. The proposal, response to the proposal, all attachments, any addendum released, agreement if applicable, and the corresponding purchase order will constitute the complete agreement between proposer and the Districts'. Should there be any conflict between the terms of the RFP, response to the RFP (proposal), and the terms of the contract (Sample Contract), the terms of the contract shall be final and binding and the RFP shall control where in conflict with the proposal. If proposer requires an additional contract, then proposer should include their sample contract as an attachment to the proposal submitted for review.

29.1 POSTING OF RFP CONDITIONS / SPECIFICATIONS

29.2 This RFP will be posted for review by interested parties, at the North Kitsap School District, Purchasing Department, 18360 Caldart Avenue NE, Building 300, Poulsbo, WA 98370, on May 7, 2016.

30.1 POSTING OF RFP RECOMMENDATION / TABULATIONS

REQUEST FOR PROPOSAL NO.: 003-16

- 30.2** RFP recommendations and tabulations will be available at the North Kitsap School District, Purchasing Department for review by interested parties, at 18360 Caldart Avenue NE, Building 300, Poulsbo, WA 98370 on June 7, 2016 at 3:00 PM. If the RFP tabulation with recommended awards is not available by said date and time, A "Notice of Delay of Availability" will be posted to inform all proposers of the new date and time.
- 30.3** Any person adversely affected by the decision or intended decision must file a notice of protest, in writing, within 72 hours after the posting. The formal written protest shall state with particularity the facts and law upon which the protest is based. On the event the Purchasing Department receives late bid(s), the return of the sealed bid(s) will be after the posting period has expired.

