



# **Kitsap County Department of Personnel and Human Services**

## **Request for Qualifications 2009**

### **Kitsap County Developmental Disabilities**

#### **Training and Technical Assistance**

**KITSAP COUNTY DEVELOPMENTAL DISABILITIES  
REQUEST FOR QUALIFICATIONS  
TRAINING AND TECHNICAL ASSISTANCE**

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## 2009-140 Request for Qualifications Summary

***Due: Monday, August 17, 2009 @ 12:00 p.m.***

Kitsap County Developmental Disabilities is seeking qualified applicants to provide comprehensive, specialized training and technical assistance to contracted supported employment vendors. Training and technical assistance is necessary to help vendors provide services to Kitsap County residents with developmental disabilities within the scope of Washington State's Division of Developmental Disabilities Working Age Adult Policy.

Kitsap County Developmental Disabilities contracts with agencies to provide supported employment services to eligible Kitsap County residents with developmental disabilities. The values and strategies outlined in the mission of Kitsap County Developmental Disabilities Advisory Board, Washington State's Division of Developmental Disabilities County Guidelines and Working Age Adult Policy guide the provision of services.

The Mission of the Kitsap County Developmental Disabilities Advisory Board is **"to promote choice, opportunity, and support for people with disabilities in an enhanced community where all people are included, respected, and dignified."**

*The following basic benefits are the core of the County Guidelines, developed by the Washington State Department of Social and Health Services Division of Developmental Disabilities, and will be used in supporting individuals with developmental disabilities in Kitsap County:*

- **Power and Choice** - Making our own choices and directing our own lives;
- **Relationships** - Having people in our lives whom we love and care about and who love and care about us;
- **Status/Contribution** - Feeling good about ourselves and having others recognize us for what we contribute to others and our community;
- **Integration** - Being a part of our community, through active involvement. This means doing things we enjoy as well as new and interesting things;
- **Competence** - Learning to do things on our own or be supported to do things for ourselves; and
- **Health and Safety**- Feeling safe and secure, and being healthy.

Eligible applicants must demonstrate experience providing technical assistance and training to agencies in the implementation of the Working Age Adult Policy. They also must demonstrate extensive knowledge in all aspects of community-based, individual supported employment as well as experience in benefits planning, assistive technology, and communication. Demonstrated success in working with individuals with significant disabilities and barriers to individual employment is also a pre-requisite for application.

Contracts that are awarded will be based on agency training and technical assistance needs and funding availability. The projected contract(s) start date is October 1, 2009. Contracts will be renewed annually based on satisfactory performance, on-going need and availability of funding.

## Request for Qualifications Timeline

- July 27, 2009 -August 10, 2009:** Request for Qualification (RFQ) publicized. RFQ packet available.
- July 27, 2009 -August 13, 2009:** RFQ Q and A.
- August 17, 2009:** Proposals must be received by Kitsap County Purchasing Department no later then 12:00 pm. Any proposals not received by this date and time will be ineligible and will not be considered.
- August 18, 2009:** Staff technical review and proposals distributed to the RFQ Review Committee.
- August 21, 2009:** RFQ Review Committee convenes to discuss, evaluate applications and prepare recommendations.
- September 2, 2009:** RFQ Review Committee recommendations presented to Kitsap County Developmental Disabilities Advisory Board.
- September 9, 2009:** Recommendations forwarded to Kitsap County Board of Commissioners.
- September 16, 2009:** Contract development begins.
- October 1, 2009:** Contracts in place/funding begins.

**\*Dates are subject to change.**

## **Purpose and Scope of Request for Qualifications**

Washington State's Division of Developmental Disabilities Working Age Adult Policy establishes employment supports as the primary use of program funds for individuals defined as working age (21-62). Additionally, the policy promotes integrated, individual community employment as the desired outcome for everyone receiving program funds regardless of level of disability. Changes in provider offered services were necessary to achieve new service outcome requirements as outlined in the policy. Given Kitsap County providers serve working age participants in programs other than individual supported employment, many agencies need training and technical assistance to make the substantial changes required to comply with the policy.

The purpose of the RFQ is to establish qualified providers that demonstrate the ability to meet training and technical assistance needs of Kitsap County contracted providers.

## **Application Requirements and Submission Instructions**

All applications must meet the following criteria:

- Applicants must demonstrate experience in providing training and technical assistance to County developmental disability programs in areas pertinent to implementation of the Working Age Adult Policy
- Applicants must demonstrate knowledge and experience in working with individuals with developmental disabilities and their families
- Applicants must be able to provide services within Kitsap County
- Applicants must be able to meet the county contract requirements (sample contract included in RFQ packet)

Included in the RFQ packet is a set of questions designed to give the RFQ Review subcommittee the information needed to understand and evaluate the merits of each application. Each question needs to be clearly answered and the application must be submitted by the deadline to be considered for funding.

### **Proposal Costs**

The County is not liable for any costs incurred by an applicant prior to the issuance of a contract. All costs incurred in response to this RFQ, including travel costs to submit application or contract negotiation sessions, is solely the responsibility of the applicant.

### **RFQ Questions and Answers**

From July 27-August 13, 2009, interested applicants will be able to submit questions regarding the RFQ packet by contacting Kelly Oneal at 360-337-4624. Submitted questions and answers will be available on Kitsap County Developmental Disabilities website, at [www.kitsapgov.com/hr/wsolympic/devdis/devdisabl.htm](http://www.kitsapgov.com/hr/wsolympic/devdis/devdisabl.htm), during this period. No questions will be accepted after August 13, 2009. RFQ questions and answers will also be available via mail or e-mail upon request.

### **RFQ Review Committee**

An RFQ Review Committee will be convened to review and evaluate eligible applications and make recommendations to the Kitsap County Developmental Disabilities Advisory Board. The RFQ Review Committee will consist of persons who are knowledgeable of the specific professional service requirements, do not have a conflict of interest and are in alignment with the Mission Statement of the Kitsap County Developmental Disabilities Advisory Board.

It is anticipated that the RFQ Review Committee will convene to discuss, evaluate applications and prepare recommendations on or about August 21, 2009. The meeting will **not** be open to the public. In evaluating each proposal, the County reserves the right to consider past County contract performance.

Important factors include:

- Effectiveness of proposed services demonstrated by strategies to obtain realistic projected measurable outcomes
- Efficacy of program training and technical services and the degree to which the agency demonstrates an understanding of the program/project requested by the RFQ
- Compliance of application with the requirements contained within the RFQ

In evaluating each proposal, the County reserves the right to consider past County contract performance.

**Evaluation Process**

The RFQ Review Committee members will first independently evaluate and rate each proposal. They will then convene as a group to discuss, evaluate applications and perform any necessary review or verification of their content.

Based on the content of the applications, agency training and technical assistance needs and funding availability, the RFQ Review Committee will give final rankings of the applications. The RFQ Review Committee will present recommendations to the Kitsap County Developmental Disabilities Advisory Board. County staff will support the committee work, but not participate in the selection of applicants. However, County staff does submit the RFQ Review Committee recommendations to the Kitsap County Developmental Disabilities Advisory Board.

The Kitsap County Developmental Disabilities Advisory Board recommendations will be forwarded to the Kitsap County Board of Commissioners in regard to contracting with applicants who have submitted the most advantageous proposals to the County.

**Unacceptable Proposals**

The RFQ Review Committee will also determine which proposals are not responsive to the RFQ and must be deemed unacceptable. Some examples of what would constitute an unacceptable proposal are those which meet at least one of the following criteria:

- Does not address the essential requirements as part of the *Essential Narrative Questions* in the RFQ
- Demonstrates that the applicant does not understand the requirements of the RFQ
- Deficient in approach
- Contains inappropriate or unreasonable costs
- Does not meet the deadline for submittal
- Does not contain the prescribed number or copies

**Contract Award/Notification of Selected Applicant(s)**

The authority to enter into a contract rests with the Kitsap County Board of Commissioners, except as designated. Decisions regarding contract awards for services solicited by this RFP will be made on or about September 16, 2009.

### **Right to Appeal**

Non-selected applicants have the right to appeal the decision of the County, limited to procedural or legal errors in the selection process. In the event that no such procedural or legal errors are found to have occurred, the decision of the County shall be final.

An aggrieved applicant may, within five (5) working days after notification of a non-selected RFQ application, appeal in writing to the Kitsap County Human Services Administrator. The appeal must state all facts and arguments upon which the aggrieved party believes a procedural or legal error occurred. The Director of Personnel and Human Services will render a written decision within thirty (30) working days of the receipt of the appeal.

### **Right to Reject or Negotiate**

The County reserves the right to reject any or all applications if such a rejection is in the County's best interest. This request for qualification is a solicitation for offers and is not to be construed as an offer, a guarantee or a promise that the solicited services will be purchased by the County. The County may withdraw this request for qualification at any time and for any reason without liability to applicants for damages, including, but not limited to bid preparation costs.

Additionally, the County reserves the right to negotiate with the potentially selected applicants and may request additional information or modification from an applicant. When deemed advisable, and before any contract is let, the County reserves the right to arrange an onsite, pre-award review to determine the applicant's ability to meet the terms and conditions of the RFQ.

### **Submittal Requirements**

**To be considered, applications must be received no later than  
August 17, 2009 by 12:00 noon to:**

**Kitsap County Purchasing Department  
614 Division Street, MS-21  
Port Orchard, WA 98366-4676**

**Attention: Kitsap County Developmental Disabilities**

**Faxed or electronic copies of proposals will not be accepted.**

Late applications will be ineligible and will not be considered. Applications will be date and time stamped upon receipt. It is recommended that you call to ensure receipt of your document.

In order to be considered, applicants must submit seven hard copies of their complete application. Applications that do not contain the prescribed number of copies will be deemed unacceptable and will not be considered.

Please limit your completed application (not including the RFQ cover sheet) to no more than eight (8) typed, double spaced pages, utilizing no smaller than a 12 point font.

Proposals and other materials submitted in response to this request become the property of the County, are public record and will not be returned. It is understood and agreed that applicants claim no proprietary rights to the ideas or approaches contained in their proposals.

Respondents must include the following in their submitted applications to the County:

- 2009 RFQ Cover Sheet, ( Attachment A, page 23 and 24 )
- Answers to Narrative Questions, ( Attachment B, page 25)

**This Request For Qualifications packet is available from July 27-August 10, 2009 by contacting R'Lene Orr at: Kitsap County Purchasing Department, 614 Division Street, MS-21, Port Orchard, Washington 98366, 360.337.4410, fax 360.337.4638, email: [Rorr@co.kitsap.wa.us](mailto:Rorr@co.kitsap.wa.us) or available at [www.kitsapgov.com/hr/wsolympic/devdisabl.htm](http://www.kitsapgov.com/hr/wsolympic/devdisabl.htm).**

Kitsap County requires all subcontractors to carry liability insurance, and all persons who have direct contact with people with developmental disabilities undergo and clear a criminal history background check. Other requirements are contained in the County Contract; which is included in the RFQ packet.

All submitted proposals are public documents.

## APPLICATION GENERAL TERMS AND CONDITIONS

### **A. Authorship**

Applications developed with the assistance of organizations or individuals outside the bidders own organization should be identified. No contingent fees for such assistance will be allowed to be paid under any contract or grant resulting from this RFQ. All applications submitted become the property of the Kitsap County Developmental Disabilities, and it is understood and agreed that the bidder claims no proprietary rights to the ideas contained therein.

### **B. Independent Price Determination**

The applicant guarantees that in connection with this application the prices and/or cost data have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

### **C. Subcontracting**

Applicants must include any plans for subcontracting of services or activities of the programs. It is understood that the contractor(s) is held responsible for the satisfactory accomplishment of the service or activities included in such subcontract. The Kitsap County Developmental Disabilities reserves the right to approve all subcontractors.

### **D. Rejection of Proposal**

No applications submitted under this Request for Qualifications (RFQ) will be returned for correction or clarification. If the application is incomplete, it will be rejected. Verbal, alternative, and late proposals will not be considered for selection. The Kitsap County Developmental Disabilities reserves the right to accept or reject any or all applications received as a result of this RFQ, to negotiate with all qualified sources, or to cancel in part, or in its entirety, this RFQ if it is in the best interest of the Kitsap County Developmental Disabilities to do so.

### **E. Cancellation of Award**

The Kitsap County Developmental Disabilities reserves the right to cancel an award immediately if new State Laws or policy determinations make it necessary to substantially change the project purpose or content, or prohibit such a project, or if the funds became unavailable.

### **F. Price Warranty**

The applicant warrants that the rates quoted for services in response to this RFQ are not unreasonably greater than the rates for the same services performed by the same individuals under any other existing contracts or grants.

### **G. Waivers**

The right is reserved by the Kitsap County Developmental Disabilities to waive specific terms and conditions contained in this Request for Qualification. It shall be understood that any proposal is predicated upon the acceptance of all terms and conditions in the RFQ unless the applicant has obtained such a waiver.

## **H. Nondiscrimination in Programs and Employment**

It is the policy of Kitsap County to encourage and support equal opportunity in employment.

No person shall, on the grounds of race, color, religion, sex, handicap, sexual orientation, national origin, age, citizenship, political affiliation or belief, be denied employment or benefits, or be discriminated against as a participant, administrator, or staff person under any program or activity receiving funds under Kitsap County.

In compliance with Department of Labor Regulations implementing Section 504 of the Rehabilitation Act of 1973, as amended, no qualified handicapped individual shall be discriminated against in the admission, access, treatment, or employment in any program or activity.

The proposer agrees to comply with all provisions of the Americans with Disabilities Act and regulations interpreting or enforcing such Act.

The applicant agrees to provide equal opportunity in the administration of the contract, and its subcontracts, purchase orders or other agreements, and in the delivery of services to applicants/participants.

The applicant agrees to make every feasible effort to remove artificial barriers to employment, including, but not limited to, the elimination of sex stereotyping in employment and architectural barriers for the handicapped. Every effort shall be made to employ members of the eligible population in the staffing and administration of the project.

## **I. Addenda to the Request for Qualification**

In the event it becomes necessary to revise any part of this RFQ, addenda will be provided to all proposers who received the RFQ.

## **J. Publicity**

No informational pamphlets, notices, press releases, research reports, or similar public notices concerning this proposal will be released by the applicant without obtaining prior written approval of the Kitsap County Developmental Disabilities.

## **K. Limitation**

This Request for Qualification does not commit the Kitsap County Developmental Disabilities to award a contract, to pay any costs incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies.

## **L. Signature**

The application shall be signed by an official authorized to bind the bidder and shall provide the following information: name, title, address, and telephone number of individual(s) with authority to negotiate and contractually bind the bidder, and who may be contacted during the period of proposal evaluation.

### **M. Contract Award**

The Kitsap County Developmental Disabilities may award a contract based on applications received; therefore, each application should be submitted in the most favorable terms from a budgetary, technical, and programmatic standpoint. The Kitsap County Developmental Disabilities reserves the right to request additional data, discussion or presentation in support of written applications.

**The following section, Contract Terms and Conditions, pages 11 – 21 is provided for your review. You will be required to meet the following terms and conditions if you are awarded a contract with Kitsap County Developmental Disabilities as a result of an approved application.**

### **CONTRACT GENERAL TERMS AND CONDITIONS**

This contract for Human Services (the Contract) is entered into by Kitsap County, a municipal corporation, having its principal offices at 614 Division Street, Port Orchard, Washington, 98366 (the County) and \_\_\_\_\_ having its principal office at (the Contractor).

#### **SECTION 1. EFFECTIVE DATE OF CONTRACT**

The Contract will become effective on \_\_\_\_\_ and terminate no later than \_\_\_\_\_. In no event will the Contract become effective unless and until it is approved and executed by the duly authorized representative of Kitsap County.

#### **SECTION 2. SERVICES TO BE PROVIDED**

- 2.1 A description of the services to be performed by the Contractor will be set forth in Attachment B: Statement of Work, which is attached to the Contract.
- 2.2 The Contractor agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor or facilities will be furnished by the County.
- 2.3 The Contractor will perform the work specified in the Contract according to standard industry practice.
- 2.4 The Contractor will complete its work in a timely manner and in accordance with the schedule agreed to by the parties.
- 2.5 The Contractor will confer with the County from time to time during the progress of the work. The Contractor will prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the County.

### **SECTION 3. CONTRACT REPRESENTATIVES**

The County and the Contractor will each have a contract representative. A party may change its representative upon providing written notice to the other party. The parties' representatives are as follows.

#### **County's Contract Representative**

Kelly Oneal, Developmental Disabilities Coordinator  
Department of Personnel and Human Services  
614 Division Street, MS-23  
Port Orchard, WA 98366

#### **Contractor's Contract Representative:**

\_\_\_\_\_

### **SECTION 4. COMPENSATION**

- 4.1 A description of the compensation to be paid to the Contractor will be set forth in Attachment C: Budget Summary, which is attached to the Contract.
- 4.2 The total amount payable under the Contract by the County to the Contractor in no event will exceed \$ \_\_\_\_\_. Any cost incurred by Contractor over and above the year-end sums set out in the budgets shall be at the Contractor's sole risk and expense.
- 4.3 Unless otherwise provided in the Contract, the Contractor may submit an invoice to the County once a month for payment of work actually completed to date. Contractor shall use the Department of Personnel and Human Services Contractor Invoice Form, available from the County. Subject to the other provisions of the Contract, the County generally will pay such an invoice within 30 days of receiving it.
- 4.4 The County will submit payments for work performed to;  
\_\_\_\_\_
- 4.5 The Contractor will be paid only for work expressly authorized in the Contract.
- 4.6 Payments shall not be construed as a waiver of the County's right to challenge the level of the Contractor's performance under this Contract and to seek appropriate legal remedies.
- 4.7 The Contractor will not be entitled to payment for any services that were performed prior to the effective date of the Contract or after its termination, unless a provision of the Contract expressly provides otherwise.
- 4.8 If the Contractor fails to perform any substantial obligation and the failure has not been cured within 10 days following notice from the County, the County may, in its sole discretion and upon written notice to the Contractor, withhold all monies due the Contractor, without penalty, until such failure to perform is cured.

- 4.9 The Contractor shall pay no wages in excess of the usual and accustomed wages for personnel of similar background, qualifications and experience.
- 4.10 The Contractor shall pay no more than reasonable market value for equipment and/or supplies.

## **SECTION 5. AMENDMENTS AND CHANGES IN WORK**

- 5.1 In the event of any errors or omissions by the Contractor in the performance of any work required under the Contract, the Contractor will make all necessary corrections without additional compensation. All work submitted by the Contractor will be certified and checked by the Contractor for errors and omissions. The Contractor will continue to be responsible for the accuracy of work even after the work is accepted by the County.
- 5.2 In order to be effective, any contract renewal, amendment or modification must be in writing, be signed by both parties and be attached to the Contract. Work under a renewal, amendment or modification may not commence until the renewal, amendment or modification has been approved by the County and has become effective.
- 5.3 Either party may request that the Contract terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable by the parties at the time of contracting, arise during the period of performance of the Contract. Such circumstances must have a substantial and material impact upon the performance projected under this Contract and must be outside the control of either party.

## **SECTION 6. HOLD HARMLESS AND INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the County and its elected and appointed officials, officers, employees and agents from and against all claims resulting from or arising out of the performance of this Contract, whether such claims arise from the acts, errors or omissions of Contractor, its subcontractors, third parties or the County, or anyone directly or indirectly employed by any of them or anyone for whose acts, errors or omissions any of them may be liable. "Claim" means any loss, claim, suit, action, liability, damage or expense of any kind or nature whatsoever, including but not limited to attorneys' fees and costs, attributable to personal or bodily injury, sickness, disease or death, or to injury to or destruction of property, including the loss of use resulting therefrom. Contractor's duty to indemnify, defend and hold harmless includes but is not limited to claims by Contractor's or any subcontractor's officers, employees or agents. Contractor's duty, however, does not extend to claims arising from the sole negligence or willful misconduct of the County or its elected or appointed officials, officers or employees. For the purposes of this indemnification provision, Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties.

## SECTION 7. INSURANCE

7.1 **Professional Legal Liability.** The Contractor, if it is a licensed professional, will maintain professional legal liability or professional errors and omissions coverage appropriate to the Contractor's profession. The coverage will have a limit of not less than \$1 million per occurrence. The coverage will apply to liability for a professional error, act or omission arising out of the Contractor's services under the Contract. The coverage will not exclude bodily injury or property damage. The coverage will not exclude hazards related to the work rendered as part of the Contract or within the scope of the Contractor's services under the Contract, including testing, monitoring, measuring operations or laboratory analysis where such services are rendered under the Contract.

7.2 **Workers' Compensation and Employer Liability.** The Contractor will maintain workers' compensation insurance as required by Title 51, Revised Code of Washington, and will provide evidence of coverage to the Kitsap County Risk Management Division. If the Contract is for over \$50,000, then the Contractor will also maintain employer liability coverage with a limit of not less than \$1 million.

Any additional workers' compensation requirements can be found in Attachment A, Special Terms and Conditions.

7.3 **Commercial General Liability.** The Contractor will maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to a limit of not less than \$1 million per occurrence. The general aggregate limit will apply separately to the Contract and be no less than \$2 million. The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of the Contract. Specialized forms specific to the industry of the Contractor will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard commercial general liability policy, including contractual liability coverage.

7.4 **Automobile Liability.** The Contractor will maintain automobile liability insurance as follows (check ONE of the following options):

Not Applicable.

The Contractor will maintain commercial automobile liability insurance with a limit of not less than \$1 million each accident combined bodily injury and property damage. The aggregate limit will be at least \$2 million. Coverage will include owned, hired and non-owned automobiles.

The Contractor will maintain automobile liability insurance or equivalent form with a limit of not less than \$100,000 each accident combined bodily injury and property damage. The aggregate limit will be at least \$300,000. If a personal lines automobile liability policy is used to meet this requirement, it must include a business rider and must cover each vehicle to be used in the performance of the

Contract and the certificates of insurance must evidence that these conditions have been met. If the Contractor will use non-owned vehicles in performance of the Contract, the coverage will include owned, hired and non-owned automobiles.

## **7.5 Miscellaneous Insurance Provisions**

- A. The Contractor's liability insurance provision will be primary with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees and agents.
- B. The Contractor's commercial general liability insurance and automobile liability insurance (if applicable) will include the County, its officers, officials, employees and agents as additional insureds with respect to performance of services.
- C. The Contractor's commercial general liability insurance and automobile liability insurance (if applicable) will contain no special limitations on the scope of protection afforded to the County as an additional insured.
- D. Any failure to comply with reporting provisions of the policies will not affect the coverage provided to the County, its officers, officials, employees or agents.
- E. The Contractor's insurance will apply separately to each insured against whom claim is made or suit is brought subject to the limits of the insurer's liability.
- F. The Contractor will include all subcontractors as insureds under its policies or will furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements stated in these provisions.
- G. The insurance limits mandated for any insurance coverage required by the Contract are not intended to be an indication of exposure, nor are they limitations on indemnification.
- H. The Contractor will maintain all required policies in force from the time services commence until services are completed. Certificates, policies and endorsements scheduled to expire before completion of services will be renewed before expiration. If the Contractor's liability coverage is written as claims-made-policy, then the Contractor must evidence the purchase of an extended-reporting period or "tail" coverage for a three-year period after completion of the services.

## **7.6 Verification of Coverage and Acceptability of Insurers.**

- A. The Contractor will place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-VII, with the exception that excess and umbrella coverage used to

meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

- B. The Contractor will furnish the County with properly executed certificates of insurance or a signed policy endorsement which will clearly evidence all insurance required in this Section before work under this Contract shall commence. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract may not be canceled, or allowed to expire, except on 30-days' prior written notice to the County. Any certificate or endorsement limiting or negating the insurer's obligation to notify the County of cancellation or changes must be amended so as not to negate the intent of this provision.
- C. The Contractor will furnish the County with evidence that the additional-insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the County as an additional insured.
- D. Certificates of insurance will show the certificate holder as Kitsap County and indicate "care of" the appropriate County office or department. The address of the certificate holder will be shown as the current address of the appropriate County office or department.
- E. The Contractor will request that the Washington State Department of Labor and Industries, Workers Compensation Representative, send verification to the County that the Contractor is currently paying workers' compensation.
- F. Evidence of such insurance, as required above, shall be provided to the County at the following address:  
  
Risk Management Division  
Kitsap County Department of Administrative Services  
614 Division Street, MS-7  
Port Orchard, WA 98366
- G. Written notice of cancellation or change will be mailed to the County Risk Management Division as provided above.
- H. The Contractor or its broker will provide a copy of all insurance policies specified in the Contract upon request of the Kitsap County Risk Manager.

## **SECTION 8. TERMINATION**

- 8.1 The County may terminate the Contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. The County may terminate the Contract upon giving the Contractor 10-days' written notice. In that event, the County will pay the Contractor for all costs incurred by the Contractor in performing the Contract up to the date of such notice, subject to the other provisions of the Contract.

- 8.2 If funding for the underlying project or matter is withdrawn, reduced or limited in any way after the Contract is signed or becomes effective, the County may summarily terminate the Contract notwithstanding any other termination provision in the Contract. Termination under this provision will be effective upon the date specified in the written notice of termination sent by the County to the Contractor. No costs incurred after the effective date of termination will be paid.
- 8.3 If the Contractor breaches any of its obligations under the Contract, and fails to cure the breach within 10 days of written notice to do so by the County, the County may terminate the Contract. In that event, the County will pay the Contractor only for the costs of services accepted by the County. Upon such termination, the County, at its discretion, may obtain performance of the work elsewhere, and the Contractor will bear all costs and expenses incurred by the County in completing the work and all damages sustained by the County by reason of the Contractor's breach.

## **SECTION 9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

- 9.1 The Contractor will perform under the Contract using only its bona fide employees or agents, and the obligations and duties of the Contractor under the Contract will not be assigned, delegated or subcontracted to any other person or firm without the prior express written consent of the County.
- 9.2 If permitted to use subcontractors, the Contractor is responsible for subcontractor compliance with applicable terms and conditions of this Contract and all applicable laws.
- 9.3 The Contractor warrants that it has not paid, nor has it agreed to pay, any company, person, partnership or firm, other than a bona fide employee working exclusively for the Contractor, any fee, commission percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of the Contract.

## **SECTION 10. INDEPENDENT CONTRACTOR**

- 10.1 The Contractor's services will be furnished by the Contractor as an independent contractor and not as an employee, agent or servant of the County. The Contractor will perform the services in strict accordance with the provisions of the Contract, but will be free from control or direction over the performance of the services.
- 10.2 At least one of the following applies: (a) the services to be provided are outside the usual course of business for which the services are performed; (b) the services to be provided will be performed outside all of the places of business of the Contractor; or (c) the Contractor is responsible for the costs of the principal place of business from which the services will be performed.

- 10.3 The Contractor warrants that it either: (a) is customarily engaged in an independently established trade, occupation, profession or business of the same nature as that involved in the Contract; or (b) has a principal place of business for the business it is conducting that is eligible for a business deduction for federal income tax purposes.
- 10.4 The Contractor acknowledges or warrants that it: (a) is responsible for filing at the next applicable filing period a schedule of expenses with the Internal Revenue Service for the type of business the Contractor is conducting; (b) has established an account with the State of Washington Department of Revenue and any other applicable state agencies for the business the Contractor is conducting for the payment of all state taxes normally paid by employers and businesses; and (c) has registered for and received a unified business identifier number from the State of Washington.
- 10.5 The Contractor warrants that it maintains a separate set of books or records that reflect all items of income and expenses of the business that the Contractor is conducting.
- 10.6 The Contractor acknowledges that the entire compensation for the Contract is set forth in the compensation provisions of the Contract and that the Contractor is not entitled to any County benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental or other insurance benefits; fringe benefits; or any other rights or privileges afforded to County employees or agents.
- 10.7 In the event that any of the Contractor's employees, agents, servants or subcontractors, carry on activities or conduct themselves in any manner which may either jeopardize the funding of this Contract or indicates that they are unfit to provide those services as set forth within, the Contractor shall be responsible for taking adequate measure to prevent said employee, agent or servant from performing or providing any such services.
- 10.8 The Contractor will hold harmless, indemnify and defend the County, its officers, officials, employees and agents from and against any loss or expense, including, but not limited to, settlements, judgments, set-offs, attorneys' fees or costs, incurred or suffered by reason of claims or demands arising in connection with the provisions of this Section.

## **SECTION 11. COMPLIANCE WITH LAWS**

- 11.1 The Contractor, its employees, assignees, delegates or subcontractors will not discriminate against any person in performance of any of its obligations under the Contract on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status or the presence of disability.

- 11.2 The Contractor, its employees, assignees, delegates and subcontractors will comply with all applicable provisions of the Americans With Disabilities Act and all regulations interpreting and enforcing such act.
- 11.3 The Contractor and its subcontractors, employees, agents, assignees and representatives will comply with all applicable federal, state and local laws, rules and regulations in their performance under the Contract.

## **SECTION 12. DOCUMENTATION AND OWNERSHIP OF MATERIALS**

- 12.1 The Contractor will maintain readily accessible records and documents sufficient to provide an audit trail needed by the County to identify the receipt and expenditure of funds under this Contract, and to keep on record all source documents such as time and payroll records, mileage reports, supplies and material receipts, purchased equipment receipts, and other receipts for goods and services.
- 12.2 The Contractor will maintain property record cards and property identification tabs as may be directed by County codes and changes thereto. This applies only to property purchased from funds under this Contract specifically designated for such purposes. Ownership of equipment purchased with funds under this Contract so designated for purchase shall rest in the County and such equipment shall be so identified.
- 12.3 The Contractor will provide a detailed record of all sources of income for any programs it operates pursuant to this Contract, including state grants, fees, donations, federal funds and others funds outlined in this Contract or any amendments or modifications to this Contract. Expenditure of all funds payable under this Contract must be in accordance with the attached statement of work.
- 12.4 All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under the Contract will be “works for hire” as defined by the U.S. Copyright Act of 1976 and will be owned by the County. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights.
- 12.5 All property and patent rights, including publication rights, and other documentation, including, machine-readable media, produced by the Contractor in connection with the work provided for under this Contract shall vest in the County and such materials will be provided to the County upon request.
- 12.6 An electronic copy of all word processing documents will be submitted to the County upon request or at the end of the job using the word processing program and version specified by the County.

## **SECTION 13. PATENT/COPYRIGHT INFRINGEMENT**

The Contractor will hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any claimed action, cause or demand

brought against the County, where such action is based on the claim that information supplied by the Contractor or subcontractor infringes any patent or copyright. The Contractor will be notified promptly in writing by the County of any notice of such claim.

#### **SECTION 14. DISPUTES**

Differences, disputes and disagreements between the Contractor and the County arising under or out of the Contract will be brought to the attention of the County at the earliest possible time so that the matter may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance or compensation due the Contractor will be decided by the County's contract representative or designee. All rulings, orders, instructions and decisions of the County's contract representative will be final and conclusive.

#### **SECTION 15. CONFIDENTIALITY**

The Contractor, its employees, subcontractors and their employees will maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of the Contract, except upon the prior express written consent of the County or an order entered by a court of competent jurisdiction. The Contractor will promptly give the County written notice of any judicial proceeding seeking disclosure of such information.

#### **SECTION 16. CHOICE OF LAW, JURISDICTION AND VENUE**

- 16.1 The Contract will be construed as having been made and delivered within the State of Washington; and it is agreed by each party that the Contract will be governed by the laws of the State of Washington, both as to its interpretation and performance.
- 16.2 Any action at law, suit in equity or other judicial proceeding arising under or out of the Contract may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington.
- 16.3 If the Contractor is a federally recognized Indian tribe, the following provision applies: Each party hereby grants a limited waiver of sovereign immunity to suit solely with respect to claims made against it by the other party relating to, or arising under, this Contract. Each party hereby voluntarily consents to the personal jurisdiction of the Superior Court of the State of Washington, County of Kitsap, solely for this purpose.

#### **SECTION 17. MISCELLANEOUS**

- 17.1 **Authority.** The Contractor certifies that it has the legal authority to apply for the funds covered under this Contract.
- 17.2 **No Waiver.** The parties agree that the excuse or forgiveness of performance, or waiver of any provisions of the Contract, does not constitute a waiver of such

provision or future performance, or prejudice the right of the waiving party to enforce any of the provisions of the Contract at a later time.

- 17.3 **Remedies.** All remedies provided for in this Contract will be construed as cumulative and will be in addition to any other remedies provided by law.
- 17.4 **Tax Payments.** The Contractor will pay all applicable federal, state and local taxes, fees (including licensing fees) and other amounts.
- 17.5 **Conflict of Interest.** The Contractor will avoid organizational conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities. The Contractor will ensure that its subcontractors, employees, agents or representatives avoid conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities.
- 17.6 **Personnel Removal.** The Contractor agrees to remove immediately any of its subcontractors, employees, agents or representative from assignment to perform services under the Contract upon receipt of a written request to do so from the County's contract representative or designee.
- 17.7 **Records Inspection and Retention.** The County may, at reasonable times, inspect the books and records of the Contractor relating to the performance of the Contract. The Contractor will retain for audit purposes all Contract-related records for at least six years after termination of the Contract.
- 17.8 **Publication.** The Contractor will not publish any results of the works performed under this Contract without the advance written permission of the County.
- 17.9 **County Review.** The County may, at reasonable times, review and monitor the financial and service components of the program as established by the Contractor by whatever means are deemed expedient by the Board of County Commissioners, or its respective delegates. Such review may include, but is not limited to, with reasonable notice, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Contract and its performance, except those deemed confidential by law.
- 17.10 **Successors and Assigns.** The County, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators and assigns to the other party to the Contract and to the partners, successors, administrators and assigns of such other party in respect to all covenants to the Contract.
- 17.11 **Severability.** If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected and the parties' rights and obligations will be construed and enforced as if the Contract did not contain the particular provision held to be invalid. If any provision of the Contract conflicts

with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.

17.12 **Attachments.** The parties acknowledge that the following attachments, which will be attached to this Contract, are expressly incorporated by this reference:

Attachment A – Special Terms and Conditions

Attachment B – Statement of Work

Attachment C – Budget Summary/Estimated Expenditures

In the event of an inconsistency between these General Terms and Conditions and the attachments, precedence shall be given in the following order: (1) General Terms and Conditions; (2) Special Terms and Conditions; (3) Statement of Work; (4) Budget Summary/Estimated Expenditures.

17.13 **Whole Agreement.** The parties acknowledge that the Contract is the complete expression of their agreement regarding the subject matter of the Contract. Any oral or written representations or understandings not incorporated in the Contract are specifically excluded.

17.14 **Notices.** Any notice will be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the contract representatives' provision of the Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given three days following the date of mailing, or immediately if personally served. For service by facsimile, service will be effective at the beginning of the next working day.

**Attachment A**

**2009 RFP Coversheet**

**RFQ  
Kitsap County  
Developmental Disabilities**

**Qualification Summary: (Please summarize your training and technical assistance qualifications)**

---

Agency or Organizational Name

---

Street Address

---

City

State

Zip

---

Primary Contact

Phone

E-Mail

---

Signature

Title

**Attachment A cont.**

**Legal Status:**

Non-Profit Status: 501c3 of the Internal Revenue Code? \_\_\_Yes \_\_\_No  
Federal Tax ID Number: \_\_\_\_\_

If incorporated, attach a list of the members of the Board of Directors, including names and addresses.

If not incorporated (sole proprietor or partnership), attach a list of the names and addresses of the principals.

## **Attachment B**

### **Essential Narrative Questions**

#### **Training and Technical Assistance Experience and/or Education:**

Please limit your responses to the narrative questions to no more than eight (8) typed, double spaced pages, utilizing no smaller than a 12 point font.

- 1) Please describe your experience providing training and technical assistance to County developmental disability programs in areas pertinent to implementation of the Working Age Adult Policy.
  - Please address experience with the various aspects of Individual Supported Employment such as job development, job marketing, job coaching, retention, etc.
  - Please include experience/strategies providing training and/or consultation to organizations moving service participants from person to person, group supported and pre-vocational employment services into community based, individual employment
  - Please include experience working with Kitsap County providers
  - Please include experience/involvement in innovative employment projects/strategies that resulted in increased employment opportunities, hours, benefits, and wages. This could include experience you have in the development of public sector employment opportunities, business-led employment models, or work with civic organizations.
- 2) Please describe your knowledge of and experience in working with individuals with developmental disabilities and their families.
- 3) Please describe your experience providing training and/or consultation to personnel serving individuals with developmental disabilities in entities such as school districts, State DDD institutions, DDD field services, and DDD residential community programs.
- 4) Please describe your experience working with people with more significant disabilities and higher support needs. Including experience working with people within specialized populations such as individuals with autism. Please include strategies and/or provide examples you have utilized that were successful in moving people into community, based individual employment.
  - Discovery, person centered planning
  - Assistive Technology/Worksite Accommodations
  - Utilization Social Security Work Incentives/Benefits Planning
  - Communication Strategies
- 5) Describe your capacity to ensure success in meeting agency training and technical assistance needs, i.e. leadership, staffing, resources in assisting with the implementation of the Working Age Adult Policy. Describe your strategy and/or approach.
- 6) Please provide three references and contact information as references may be contacted.
- 7) Please include a Technical Assistance and Training Fee/Rate Schedule.