



Kitsap County Department of Human
Services

Request for Proposal
2010-136

Kitsap County Developmental Disabilities

Community Capacity Building Projects

Purpose and Scope of Community Capacity Building Project

Kitsap County is seeking proposals to align with and promote the Kitsap County Developmental Disabilities Advisory Board's mission and the County Guidelines' core values.

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.

Additionally, priorities have been established by the Kitsap County Developmental Disabilities Advisory Board for this proposal process:

- The implementation of innovative ideas for increasing employment opportunities for people with disabilities through collaborative efforts with civic organizations, existing community agencies and business models.
- Innovations that will ensure successful employment through the provision and the use of assistive technology.
- Information and education that promotes health and safety issues for individuals with developmental disabilities.
- Projects designed to support Individualized Education Programs (IEP) development that fosters partnership between and among parents, community providers and the school system.
- Projects that will increase opportunities for children birth to age five to participate in programs within their natural environments.
- Innovative projects that align with Kitsap County Developmental Disabilities Advisory Board's mission and County Guideline's core values.
- Parents, community and school partnerships to foster effective transition from birth through 21.

2010 Kitsap County Developmental Disabilities Request for Proposal Timeline

- June 28-July 12, 2010:** Request for Proposal (RFP) publicized. RFP packet available.
- July 12, 2010:** Applicant's Conference held at Givens Community Center, Kitsap Room, 1026 Sidney Ave., Port Orchard, WA 98366, at 9:30 am. The conference is an opportunity for applicant's to ask questions regarding the RFP.
- July 15, 2010:** Written responses to questions raised at the Applicant's conference will be mailed to prospective applicants who have indicated interest in submitting a proposal by obtaining a copy of the RFP or attending the Applicant's Conference.
- August 2, 2010:** Proposals must be received by Kitsap County Purchasing Department no later than 12:00 pm. Any proposals not received by this date and time will be ineligible and will not be considered.
- August 3, 2010:** Staff technical review and proposals distributed to the RFP Review Committee.
- August 17, 2010:** RFP Review Committee convenes to discuss and evaluate proposals.
- August 20, 2010:** RFP Review Committee convenes to interview applicants being considered and prepare recommendations.
- September 1, 2010:** RFP Review Committee recommendations presented to Kitsap County Developmental Disabilities Advisory Board.
- September 8, 2010:** Recommendations forwarded to Kitsap County Board of Commissioners.
- September 15, 2010:** Contract development begins.
- November 1, 2010:** Contracts in place/funding begins.

***Dates are subject to change.**

RFP Q&A

1. What is a Request for Proposals (RFP) and what does it have to do with the Mission?

A Request for Proposals is an opportunity to submit proposals for consideration of funding. This RFP asks for ideas for *Community Capacity Building Projects*. Our purpose is to carry out the stated mission by supporting proposals that promote and align with it.

2. What are “Millage” Funds?

Millage Funds come from local property tax revenues. The funds available through this RFP are designated property tax dollars that have been legislatively set aside to benefit individuals with developmental disabilities.

3. What’s involved in the Request for Proposal process?

Included are a set of questions and budget forms designed to give the RFP Review Committee the information needed to understand and evaluate the merits of each proposal. Each question needs to be clearly answered, the budget completed accurately, and the proposal 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 RFP, including travel costs to attend meetings and interviews of the Proposal Review Committee, or contract negotiation sessions, is solely the responsibility of the applicant.

4. How will it be decided what will be funded?

RFP Review Committee

An RFP Review Committee will be convened to review and evaluate eligible proposals and makes recommendations to the Kitsap County Developmental Disabilities Advisory Board. The RFP 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 RFP Review Committee will convene to discuss proposals on August 17, 2010. The committee will then conduct interviews with applicants being considered on or about August 20, 2010. The meeting will not be open to the public. Applicants will be expected to be available for approximately 30 minutes of interview questions from the RFP Review Committee.

Important factors include:

- The degree the proposal furthers the Kitsap County Developmental Disabilities Advisory Board's mission and promotes County Guidelines' core values
- Effectiveness of proposed services demonstrated by strategies to obtain realistic projected measurable outcomes
- Proposal cost versus services provided
- Efficacy of program design and the degree to which the agency demonstrates an understanding of the program/project requested by the RFP
- Compliance of proposal with the requirements contained within the RFP

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

Evaluation Process

The RFP Review Committee members will first independently evaluate and rate each proposal. They will then convene as a group to discuss proposals and determine who to invite to the interviews. During the interviews, the committee may request that applicants provide clarification or additional information. Following applicant interviews, the RFP Review Committee will discuss the proposals and perform any necessary review or verification of their content.

Based on the content of the proposals and the proposal interviews, the RFP Review Committee will give final rankings to the proposals. The RFP 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 proposals recommended for funding. However, County staff does submit the RFP Review Committee recommendations for funding 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 RFP Review Committee will also determine which proposals are not responsive to the RFP 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 *Project Narrative Questions* in the of the RFP
- Does not address the essential requirements of a particular project
- Demonstrates that the applicant does not understand the requirements of the RFP or the project
- Deficient in approach
- Contains inappropriate or unreasonable costs
- Does not meet the deadline for submittal
- Does not contain the prescribed number of 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 15, 2010.

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 RFP proposal, 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 proposals if such a rejection is in the County's best interest. This request for proposals 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 proposals 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 RFP.

5. What can be funded?

Within legal constraints governing the use of public funds, millage funds are used to benefit people with developmental disabilities and their families. This particular RFP is seeking proposals that support Community Capacity Building Projects as demonstrated by the requested projects.

Proposals must benefit individuals who are enrolled in and eligible for services through Region 5 Division of Developmental Disabilities and their families. These individuals must reside in Kitsap County.

6. How long will the funds be available to successful bidders?

The contracts are slated to begin on November 1, 2010 and end no later than October 31, 2011. Your contract duration may range from one day to almost one year, whatever best suits the nature of your proposal. This is one-time only funding.

7. How much money is available?

Approximately \$125,000 in total is available for Community Capacity Building projects for the period November 1, 2010 to October 31, 2010. Bear in mind that there is never enough money to fund all submitted proposals.

8. When is the RFP due? What must be submitted?

**To be considered, proposals must be received no later than
August 2, 2010 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 proposals will be ineligible and will not be considered. Proposals 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 eight hard copies of their complete proposal. Proposals that do not contain the prescribed number of copies will be deemed unacceptable and will not be considered.

Please limit your completed proposal (not including the RFP proposal cover sheet and Excel Budget attachments) to no more than eight (8) typed, double spaced pages, utilizing no smaller than 12 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 proposals to the County:

- 2010 RFP Cover Sheet, (Attachment A, page 23)
- Answers to Proposal Narrative Questions, (page 8)
- Completed Proposal Budget (Attachment B)
- Completed Proposal Spending Plan for Salaries and Wages, (Attachment D)

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 RFP packet.

All submitted proposals are public documents.

Community Capacity Building Project Narrative Essential Questions

1. What are you proposing to do or accomplish through this project?
 - Please include a project description of the proposed activities. Address the “Who, What, Where, When and Why” factors.
 - Please provide a brief summary of your proposal with four or five bulleted, clearly worded, measurable outcomes.
 - Please identify how you will select individuals to be served by your project.
 - Explain if Self-Advocates/Family Members will be a part of designing and implementing this proposal.
 - Detail the leadership roles Self-Advocates/Family Members will have in this project if any.
 - Include in this section any documentation required to substantiate your ability to provide this services.
2. How many eligible persons who reside in Kitsap County do you expect to serve over the grant period with these funds? What geographic areas of Kitsap County will you be offering services in?
3. How does this proposal further the Developmental Disabilities Advisory Board’s stated Mission and County Guidelines' core values?
4. How much will the proposal cost in total?
 - **Cost Sharing:** Do you have commitments from other funding sources to pay for the costs not proposed to be covered by millage funds?
 - **Match:** What amount of matching funds (including in-kind services) do you have available for this project from other sources?
 - **Sustainability:** What are your plans to sustain this project after these funds are used?
5. What is your capacity to ensure success of the project proposal, i.e. leadership, staffing and resources?
6. Will your proposal help the community at large in their ability to interact with people with developmental disabilities in a positive way? If so, please explain how this will be accomplished.
7. What is the duration of the proposal? When will it start and end?

PROPOSAL GENERAL TERMS AND CONDITIONS

A. Authorship

Proposals 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 RFP. All proposals 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 proposer guarantees that in connection with this proposal the prices and/or cost data have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

C. Subcontracting

Proposers 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 (Proposals) submitted under this Request for Proposals (RFP) 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 proposals received as a result of this RFP, to negotiate with all qualified sources, or to cancel in part, or in its entirety, this RFP 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 proposer warrants that the rates quoted for services in response to this RFP 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 Proposals. It shall be understood that any proposal is predicated upon the acceptance of all terms and conditions in the RFP unless the proposer 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 proposer 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 proposer 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 Proposals

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

J. Publicity

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

K. Limitation

This Request for Proposals 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 proposal 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 proposals received; therefore, each proposal 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 proposals.

The following section, Contract Terms and Conditions, pages 12 – 22 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 proposal.

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 November 1, 2010 and terminate no later than October 31, 2010. 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.

2010 RFP Coversheet

Community Capacity Building Project
Kitsap County
Developmental Disabilities

Proposal Title: _____

Proposal Summary:

Requested Funds Amount: \$ _____

Matching/In-kind Funds Amount: \$ _____

Agency or Organizational Name

Street Address

City State Zip

Primary Contact Phone E-Mail

Signature Title

Legal Status:

Non-Profit Status: 501©3 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.

See Excel Spreadsheet Document “KC DD Budget Sheets”

- Attachment B Proposal Budget**
- Attachment C Proposal Budget (Example Only)**
- Attachment D Proposal Spending Plan For Salaries and Wages**
- Attachment E Proposal Spending Plan For Salaries and Wages
(Examples Only)**

PROPOSAL SPENDING PLAN FOR SALARIES AND WAGES - EXAMPLE

Acme Services
Agency

Peninsula Information & Referral
Service/Program

F.T.E.	No. of Positions	Position Title	2010 County Funds	Other Funds	Other Funds	TOTAL
0.1	1	Executive Director	\$2,500.00			\$2,500.00
1	1	Information & Referral Specialist	\$11,500.00	\$15,000.00		\$26,500.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
TOTAL SALARIES			\$14,000.00	\$15,000.00	\$0.00	\$29,000.00

1. Identify all personnel involved in the operation of your program by position, title, number of positions and F.T.E. An F.T.E. is a Full Time Equivalent. A full time employee is calculated to work 2,080 hours per year. Example: Your agency director works 40 hours per week, but works only 4 hours per week in the program funded by these county funds. Show that on your proposal as a 0.10 F.T.E.

2. Identify the "Funds" that pay each person's salary. Example: A staff person is paid \$19,000 annually and works full time in the program funded by millage funds. "County Contract Funds" pay \$23,000 of the person's salary over two years. In the other columns under "Other Funds," indicate what funds pay the \$15,000 balance of the staff person's two year salary.