

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



**REQUEST  
FOR  
PROPOSAL**

**2025-032**

**Kitsap County Parent Coalition and Parent to Parent  
Program**

**RFP Issued July 2025**

Kitsap County Department of Personnel & Human Services  
Developmental Disabilities Program  
614 Division Street, MS-23  
Port Orchard, WA 98366-4676  
(360) 337-4624

<http://www.kitsapgov.com/hr/wsolympic/devdis/devdisabl.htm>

## **2025 Kitsap County Developmental Disabilities Request for Proposal Timeline**

<b>July 21, 2025:</b>	Request for Proposal (RFP) publicized. RFP packet available.
<b>July 28, 2025:</b>	RFP Questions due by 2:00 PM.
<b>August 1, 2025:</b>	Addendum issued regarding questions received.
<b>August 8, 2025:</b>	Proposals must be received by Kitsap County Purchasing Department no later than 2:00 pm. Any proposals not received by this date and time will be ineligible and will not be considered.
<b>August, 2025:</b>	Staff technical review and proposals distributed to the RFP Review Committee.
<b>August, 2025:</b>	RFP Review Committee convenes to discuss and evaluate proposals; interview applicants being considered and prepare recommendations.
<b>August, 2025:</b>	DD Advisory Board to finalize recommendations to Kitsap County Board of Commissioners.
<b>August, 2025:</b>	Recommendations forwarded to Kitsap County Board of Commissioners.
<b>August, 2025:</b>	Notify successful applicant and begin contract development.
<b>September 2025:</b>	Services begin.

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

## **REQUESTS FOR REASONABLE ACCOMMODATIONS**

Kitsap County Human Services will provide reasonable accommodation to allow for equal participation in the proposal process. To request reasonable accommodations, please contact our office at [humanresources@kitsap.gov](mailto:humanresources@kitsap.gov) or at 360-337-7185. This document will be provided in alternate formats, upon request. Your request must be submitted no later than the close of business, July 15, 2025.

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# **KITSAP COUNTY DEVELOPMENTAL DISABILITIES PROGRAM REQUEST FOR PROPOSAL**

## **SOLICITED SERVICES**

The purpose of this Request for Proposal (RFP) is to solicit proposals for the operation of a Parent Coalition and the implementation of the Parent to Parent (P2P) program, including the employment and supervision of a Parent Coalition and Parent to Parent Coordinator (s). The selected contractor will be responsible for organizing and educating a coalition of parents and others in Kitsap County about issues of concern to families of individuals with developmental disabilities, as well as coordinating peer-based emotional support, mentoring, and resource navigation services through the P2P program. Together, these programs will strengthen family support networks, promote inclusion and self-determination, and improve access to information and services across Kitsap County.

## **BACKGROUND INFORMATION**

This Request for Proposal (RFP) is issued by the Kitsap County Human Services Department, Developmental Disabilities (DD) Program, hereafter referred to as the "County". The County provides a variety of services to Kitsap County residents with developmental disabilities with funding from the State of Washington Department of Social and Health Services (DSHS), Division of Developmental Disabilities (DDD). This includes Early Intervention Services, Employment and Community Access services as well as education and training for families and eligible individuals in Kitsap County.

The foundation of services provided to children and adults with developmental disabilities in Kitsap County is based upon the mission of the [Kitsap County Developmental Disabilities Advisory Board](#) and the [County Guidelines](#).

## **SCOPE OF WORK**

This Request for Proposals (RFP) seeks a qualified contractor to implement and manage the Parent Coalition and the Parent to Parent (P2P) programs in Kitsap County. The two programs will provide essential education, system navigation, outreach, and peer support services to people with disabilities, parents, caregivers and family members of individuals with disabilities, with the goal of increasing access to emotional support and resources, promoting self-determination, and fostering inclusive communities. The contractor shall dedicate a minimum of 1.50 full-time equivalent (FTE, 32 hrs./week minimum) staff to carry out the responsibilities and deliverables associated with both programs, ensuring adequate capacity to meet the scope of work. At minimum 1 full time staff shall be dedicated to the work of the Parent Coalition and one part time staff dedicated to the work of the Parent to Parent program.

The Coordinator (s) leading this work shall be, at a minimum, a parent or family member who has been the primary caregiver of an individual with developmental disabilities, a resident of Kitsap County, able to travel to Olympia, and knowledgeable about the challenges, services, and resources available to individuals with developmental disabilities and their families within the county.

## **Section A: Parent Coalition Functions**

The function of the Parent Coalition is to educate, share information, and advocate for individuals with developmental disabilities and their families. Through outreach, education, and networking, the Coalition plays a vital role in promoting inclusion, supporting self-determination, and

increasing awareness of available services and supports in Kitsap County. Activities will include providing information, education, and referral assistance to individuals, families, and community members related to accessing the developmental disabilities service system. The Parent Coalition Coordinator will serve as a key resource for people with disabilities, families, community members, educators, and other stakeholders, ensuring they have the information necessary to navigate the complex network of developmental disability supports.

The Parent Coalition will:

- Provide resource and system navigation services to families seeking assistance.
- Provide one-to-one technical assistance to assist individuals with developmental disabilities and their families regarding the Developmental Disabilities Administration (DDA) eligibility application process, system navigation support, IEP assessment review, , Social Security issues, etc.;
- Participate in community resource fairs or events to share about the Parent Coalition and distribute informational materials as appropriate, and information regarding community and educational opportunities related to developmental disabilities issues
- Organize and host monthly community meetings and forums to educate, share information, and discuss issues of mutual concern affecting individuals with developmental disabilities and their families.
- Develop and maintain active Coalition membership, foster parent leadership, and engage in advocacy at the local and state level through collaboration with other parent and disability advocacy groups.
- Assist/ lead efforts with community members to plan an annual resource fair.
- Provide information on legislative issues that are relevant to developmental disabilities, including the legislative process and how to contact elected representatives and government agencies. These public education activities must not include support or opposition for ballot initiatives, pending legislation or candidates for public office.
- Assist parents with education, support and advocacy related to Individual Education Plans (IEP'S) and the transitioning of young adults with developmental disabilities from school district to adult services. For families requesting individual IEP student meeting support, the PC Coordinator will refer the family to available resources, i.e. PAVE.
- Maintain data on: the number of contacts with families, general community groups, developmental disability support groups, and other entities. Provide monthly reports to Kitsap County Developmental Disabilities.
- Maintain a website and update as needed to maintain current content. At a minimum, the website shall provide information regarding county-wide training events and educational opportunities which may be of interest to persons with developmental disabilities and their families, and an option to submit an online request for referral and system navigation support;

### **Section B: Parent to Parent (P2P)**

Parent to Parent (P2P) will operate alongside the Parent Coalition to further enhance support to parents. The function of P2P is to establish and engage a peer-support network designed to connect families of individuals with developmental disabilities or special health care needs with trained volunteer “Helping Parents” who have shared similar experiences.

P2P offers emotional support and information through a peer mentorship model, connecting

families of children and adults with developmental disabilities or special health care needs to trained volunteer “Helping Parents” who have lived experience. The Coordinator will be responsible for facilitating these connections, recruiting and training mentors, coordinating outreach activities, and collaborating with the statewide P2P network to ensure high-quality, culturally responsive service delivery.

Parent to Parent will:

- Provide Parent to Parent outreach, information, navigation and referral for parents/caregivers/family members of individuals with developmental disabilities and/or special healthcare needs, offering every family:
  - Peer support, information, and assistance with resources from a trained volunteer peer Helping Parent (H/P)., following Parent to Parent Best Practices guidance.
  - Multicultural support that includes support and information in the parents primary language (as available)
- Host support groups (in English and other languages as available), meetings, and trainings for families to find support and share information and resources.
- Volunteer Peer Mentor Recruitment, Management and Recognition
  - Recruit parents to become volunteer peer Helping Parents(H/P)
    - Host at least one peer Helping Parent training utilizing the approved state P2P training. Encourage leadership and advocacy skills in helping Parents by providing additional leadership opportunities
    - Provide HP training in other languages, as appropriate.
- Invite previously trained volunteer peer Helping Parents (H/P) for an annual appreciation event and/or additional skill development training.
- Participate in scheduled Coordinator trainings and calls hosted by P2P State Office/The Arc of Washington. Utilize the Coordinator document page on the P2P website to get training materials and P2P Program resources.
  - Complete quarterly report.
    - Submit the completed DDA reporting and billing form provided by the Arc of Washington State by: September 30 2025, December 31, 2025, March 31, 2026, June 30, 2026.

### **Section C: Shared Functions – Parent Coalition and P2P**

- Maintain a phone line and online referral option and make all reasonable efforts to answer the phone during business hours and provide a response to voicemails, emails, and online referrals within one (1) business day;
- Develop data tracking systems and maintain a client management system which will facilitate regular follow-up with Service Recipients when needed, creating a sustainable and person-centered system.
- Provide public awareness of your Parent Coalition and Parent to Parent program and Sponsoring Agency utilizing newsletters, and social media including Facebook, e-mail, e-lists and e-groups. For the Parent to Parent program se the approved P2P logo and name on all materials and websites. When relevant, notify the P2P State office of any

- changes to your program information in a timely fashion.
- Offer outreach/informational resources in multiple languages as appropriate with the community.
- Maintain knowledge of current service systems to support individuals with developmental disabilities and their families in Kitsap County to navigate and access services (including Developmental Disabilities Administration (DDA) application, DDA eligibility, DDA service levels, Exception to Rule (ETR) requests, Individual Education Program (IEP) support, assessment assistance, Social Security assistance, Division of Vocational Rehabilitation (DVR) services, etc.);
- Engage with other agencies in your area to inform them and promote your Parent Coalition and Parent to Parent activities. (Example: HeadStart/Early Childhood Centers, Informing Families Coordinator, Interagency Coordinating Council and Lead Family Resource Coordinator, Children with Special Needs Health care Needs, DD Regional and County Coordinator) Attend community meetings as able, to build relationships with local professionals and establish referral pathways.
- Connect and work with your DD County Coordinator and coordinate information sharing and funding. Talk to the DD County Coordinator and local Developmental Disability Community Services (DDCS) staff to identify families on the wait lists and how the Parent Coalition and Parent to Parent can support them.
- Participate in scheduled Coordinator trainings and calls
- Complete monthly and quarterly report.
- Survey parent/participant on a regular basis, sharing results with Kitsap County DD and when relevant, the State P2P Office/The Arc of Washington State.

Provide meetings in multiple formats, including in-person locations, and survey participants to evaluate future format preferences. Ensure meeting locations and formats are accessible to families, including families not yet participating in P2P and Parent Coalition groups. The Parent Coalition and Parent to Parent Coordinator (s) shall be, at a minimum:

- A parent or family member who has been the primary caregiver of an individual with developmental disabilities;
- A resident of Kitsap County; (minimum previous 3 years)
- Able to travel to Olympia as necessary; and
- Knowledgeable regarding the challenges, services, and resources available to individuals with developmental disabilities and their families within Kitsap County.

## **SERVICE EXPECTATIONS AND GUIDELINES**

Activities must be provided in accordance with the Washington State Division of Developmental Disabilities “Core Principles,” as established in [County Guidelines](#).

Services must be provided in ways that reflect the Core Principles, listed below, and that promote the integration and inclusion of individuals with developmental disabilities in activities, routines, and relationships common to those without developmental disabilities. The Core Principles, which articulate the desired benefits and outcomes to individuals with developmental disabilities, are as follows:

- **Power and Choice:** Being free to make their own choices and direct their own lives.
- **Relationships:** Having people in their lives who they love and care about and who love and care about them.



- **Status and Contribution:** Receiving recognition from the community for what they contribute to others and to the community.
- **Integration:** Being part of their community through active involvement in groups and activities common to those without developmental disabilities.
- **Competence:** Learning to do things on their own and/or being encouraged to do things for themselves.
- **Health and Safety:** Feeling safe and secure and being healthy.

## **POPULATION SERVED**

Services will be provided to individuals with developmental disabilities, their families/caregivers, and the community at-large.

## **ANTICIPATED OUTCOMES**

The desired outcomes for Parent Coalition and Parent to Parent Services are:

- Increased understanding of and access to the developmental disabilities service system and special education system for individuals with developmental disabilities, their families/caregivers, and/or the community at-large.
- Improved transition of youth with developmental disabilities to adult services.
- Increased understanding of the legislative process and legislative issues relevant to developmental disabilities among individuals with developmental disabilities and their families/caregivers.
- Increased ability of individuals with disabilities to advocate for themselves, make their own choices, and self direct the services and supports they receive.

# **PROPOSAL PROCEDURES**

## **AVAILABILITY OF FUNDS/PERIOD OF PERFORMANCE**

Approximately \$100,000 is available for Kitsap County Parent Coalition and Parent to Parent (P2P) services for the period of July 1, 2025, through June 30, 2026.

In addition, the Arc of Washington State intends to award the selected applicant a separate contract to provide P2P services. The Arc of Washington State, with funding from Developmental Disabilities Community Services (DDCS), provides base program funding for Parent to Parent programs throughout Washington State. For more information about Parent to Parent funding in Kitsap County, please contact Tracie Hoppis, Parent to Parent Program Manager at 509-746-3304 or The Arc of Washington at 360-357-5596. Currently, Kitsap County P2P services funded through the Arc of Washington State receive approximately \$20,000 - \$30,000.

Funding may be awarded to the Contractor for up to three additional years subject to satisfactory performance in the applicant's initial contract and compliance with all requirements identified in this RFP.

## **NOTICE OF SOLICITATION**

Failure of the County to directly notify any party or parties regarding the availability of this RFP shall not void the proposal process.

## **QUESTIONS FROM APPLICANTS**

Questions must be received by July 28, 2025, at 2:00 pm, interested applicants will be able to submit questions in writing regarding the RFP packet by contacting Glen McNeill at [Purchasing@kitsap.gov](mailto:Purchasing@kitsap.gov). Submitted questions and answers will be available on Kitsap County website in the form of an addendum, at [Kitsap County Bids](#).

## **SUBMITTAL OF PROPOSALS**

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.

The response must be received at the address noted below no later than **2:00PM (PST) Friday, August 8, 2025**. Responders are solely responsible for ensuring that summary of qualifications are delivered on time.

**Responders shall submit one (1) electronic copy of their proposal via email to [Purchasing@kitsap.gov](mailto:Purchasing@kitsap.gov).**

The offeror is responsible for the timely delivery of submitted offers, regardless of the delivery method. Offerors should allow sufficient time to ensure timely receipt by the County. Offers received after the submittal due date and time will not be opened or considered. The timeliness of offer submissions is determined by the County.

### **By email to:**

Glen McNeill, Procurement Coordinator  
Kitsap County Purchasing Office  
[Purchasing@kitsap.gov](mailto:Purchasing@kitsap.gov)

Qualifications and other materials submitted in response to this request become the property of the County, are public record, and will not be returned. Applicants agree that if they claim proprietary rights to the ideas or approaches contained in their qualifications, they may be required to obtain a court order preventing the disclosure of that proprietary information.

## **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 the meetings of the RFP Review Committee, or contract negotiation sessions, is solely the responsibility of the applicant.

## **ACCEPTANCE OF TERMS**

By submitting a response to this request, the applicant demonstrates a willingness to accept all terms and conditions of this request and all County and State regulations and requirements related to the delivery of the solicited services. In the event that the County issues a contract, the applicant's qualification will become part of the contract agreement; applicants are bound by the terms of the qualification, unless the County agrees that specific parts of the qualification are not part of the contract agreement. The County reserves the right to introduce different or additional terms and/or conditions during final contract negotiations.

## **RIGHT TO REJECT OR NEGOTIATE**

The County reserves the right to reject any or all of the applications if such a rejection is in the

County's best interest. **This Request for Proposal 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 proposal 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 applicant(s) 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.

### **RFP REVIEW COMMITTEE**

A RFP Review Committee will be convened to review and evaluate eligible proposals and make 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. The meeting will not be open to the public; however, applicants should be prepared to meet with the RFP Review Committee at a prearranged time on the date that the RFP Committee is evaluating proposals.

### **PROPOSAL EVALUATIONS**

Evaluations of submitted proposals will be based on the written response to this RFP and the applicant's interview. In evaluating each proposal, the County also reserves the right to consider past relevant contracting performance with other governmental and/or non-governmental entities, including those outside of Washington State.

### **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 proposal to the County.

### **UNACCEPTABLE PROPOSALS**

The RFP Review Committee will also determine which qualification responses do not meet the requirements of this solicitation. Unacceptable proposals are those which meet at least one of the following criteria:

1. Applicant does not address the essential requirements of the RFP.

2. Applicant clearly demonstrates that he or she does not understand the requirements of the RFP.
3. Application is clearly deficient in approach.
4. Application does not contain an original and the prescribed number of copies.
5. Failure to submit required budget documents.

#### **CONTRACT AWARD - NOTIFICATION TO 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 **August 12, 2025**.

#### **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 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.

#### **METHOD OF PAYMENT**

Contractual payments for services solicited under this RFP will be made monthly.

#### **TERMINATION FOR CONVENIENCE**

The County reserves the right, with or without cause, to terminate any contract resulting from this RFP with a thirty (30) day written notice sent by certified mail, return receipt requested, to the provider's address of record. The County also reserves the right to terminate any contract resulting from this RFP, when the County has been notified by the Division of Developmental Disabilities that funding has been reduced, or is not available.

# PROPOSAL REQUIREMENTS

Qualifications must be typewritten in at least 12 point font, using 8½-inch by 11-inch paper. Documents should be prepared without extensive artwork, photographs, or formatting. Covers are not necessary; please do not use three-ring binders. Each page of the qualification must be numbered. Applications must be limited to **eight (8) pages**, not including the Application Coversheet, Assurances, Budget Attachments, Resumes, and current audit or external financial review.

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

- RFP Application Form (Appendix A, page 14)
- Answers to Program Questionnaire (Appendix A, page 15)
- Signed Assurances (Appendix B, pages 17-22)
- Completed Proposal Budget (Attachment A)
- Completed Proposal Spending Plan for Salaries and Wages, (Attachment C)
- Copy of most recent audit or external financial review
- WA State Business License
- Letters of Recommendation from organizations which your agency has a contract to provide services to persons with developmental disabilities
- Job Descriptions relevant to the services to be provided under any resulting contract
- Resumes for all staff members who will be providing services/supervision under any resulting contract (resumes need to include educational/academic completion, licenses, certifications, and relevant experience)
- Table of Contents of your agency's written policies and procedures (see question 15 for details of what is required by contract)
- Client Handbook/Policy Manual (must include customer rights regarding privacy, respectful staff-to customer interactions, grievance procedures, and the right to be treated with dignity and respect and free of abuse - the process for changing service providers or services - a grievance procedure - guidance for the customer to be directed to their DDA Case Manager)
- Conflict of Interest Policy
- Agency Organizational Chart
- Documentation of Cash Reserves (for example, current bank statement) or current line of credit to provide services for at least two (2) months for the proposed program(s)
- Compliance Monitoring Reporting or Reviews from all current funders within the most recent 36-months. If there were no monitoring visits conducted, include a statement declaring there were none

## ASSURANCES

Applicants must indicate their intention to comply with all terms and conditions of this RFP and the terms and conditions of any contract awarded by the County. These conditions include, but are not limited to:

1. Compliance with the [Civil Rights Act of 1964](#), as amended. No person shall, on the grounds of race, color, religion, sex, creed, marital status, sexual orientation, disabled or Vietnam era Veteran status, or the presence of physical, mental or sensory disability, national origin, age, citizenship, political affiliation or belief, be denied employment or

benefits, or be discriminated against as a participant, administrator or staff person. In addition, discrimination on the basis of disability against persons who are perceived as having AIDS or related conditions is prohibited.

2. Compliance with [Section 504 of the Rehabilitation Act of 1973](#) and the [Americans with Disabilities Act \(Public Law 101-336\)](#).
3. Compliance with Federal and State laws and requirements for safeguarding information. The use or disclosure by any party of any identifying information concerning a recipient or client for any purpose not directly connected with the administration of the Department of Social and Health Services or the Contractor's responsibilities with respect to services provided under a contract with the County is prohibited except on informed consent of the recipient or client, his or her attorney, or responsible parent or guardian; provided that, the County or Contractors may disclose information to each other or to the Department of Social and Health Services for purposes directly connected with the administration of their programs. Such purposes include but are not limited to, determining eligibility, providing a service, and participating in an audit; provided further that, the County or the Contractor may disclose information for research, statistical monitoring and evaluation purposes conducted by appropriate Federal agencies and the Department of Social and Health Services. Other entities to which information may be disclosed for the preceding purposes are those agents authorized by the Department of Social and Health Services in writing including the County and organizations and/or individuals under contract to the Department of Social and Health Services.
4. Assurance that all current or prospective employees, interns or volunteers who will or may have unsupervised access to children less than sixteen (16) years of age, expectant mothers, developmentally disabled persons or vulnerable adults shall have criminal and child protective background checks conducted in accordance with [RCW 43.43.830-845](#) and/or [RCW 74.15.030](#), as applicable.
5. Identification of qualifications developed with the assistance of organizations or individuals outside of the applicant's own organization. No contingent fees for such assistance will be paid under any resulting contract.
6. Purchase of comprehensive liability and bonding insurance as required by Kitsap County. Requirements are outlined in the **Kitsap County Human Services Basic Agreement** which is located in **Appendix C**.
7. Providing County officials access to financial and program records related to the project and to the contract.
8. Maintenance of financial and program records for audit review. Demonstrated capacity to ensure adequate administrative and accounting procedures and controls necessary to safeguard all funds that may be awarded under the terms of this RFP.
9. Submission of program and fiscal reports required by the County.
10. Compliance with all applicable policies and requirements of the Department of Social and Health Services, Department of Developmental Disabilities and Kitsap County.

11. Compliance with all management and administrative requirements established by Washington Administrative Code (WAC), the Revised Code of the State of Washington (RCW), and any subsequent amendments or modifications, as applicable to providers licensed in the State of Washington.
12. Agency policy and procedures are consistent with DSHS/DDD [County Guidelines](#).

**NOTE:**

**The assurance forms located in Appendix B must be completed by the applicant and attached to the Proposal.**

**Attachments A and C must be completed by the applicant and attached to the Proposal.**

# **APPENDIX A**

## **Request for Proposal Application Form and Information**



# Request for Proposal Application Form

## **Applicant Information**

Name and Title of Authorized Representative: \_\_\_\_\_

Name of Organization: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

## **Legal Requirements**

Please check the appropriate box below and provide the information requested:

- ☐ Incorporated as a private non-profit corporation in the State of Washington and has been granted 501(c)(3) tax exempt status by the U.S. Internal Revenue Service. IRS Employer Identification Number (EIN): \_\_\_\_\_
- ☐ A public corporation, commission, or authority established pursuant to applicable Washington State law
- ☐ A sole proprietorship, general partnership, corporation, limited partnership, limited liability company, or limited liability partnership. IRS Employer Identification Number (EIN): \_\_\_\_\_

State of Washington Business License Number(s): \_\_\_\_\_

Program Licensure or Certification Status, if applicable: \_\_\_\_\_

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I understand the terms and conditions of the RFP and certify that the above-named agency will comply with all Kitsap County requirements if a contract award is made. All information contained in this application is true and accurate to the best of my knowledge.

\_\_\_\_\_  
Authorized Signature and Title

\_\_\_\_\_  
Date

## **Program Narrative**

### **Maximum 70 points**

The proposal should include a thorough description of proposed activities and services. The proposal must enable readers to understand how the applicant intends to use the funds. Be sure to include all activities, project tasks and services necessary to accomplish the Scope of Work, as outlined on page 5 and 6. Be sure to answer the following questions in your response: **(Limit to 6 pages)**

1. Describe how you would develop and operate a parent coalition? (Maximum 15 points)
2. Please provide an example of how your organization is a mission based business, and describe how your organization adheres to the values identified in the County Guidelines. (Maximum 10 points)
3. Describe your agency's experience in supporting advocacy/family groups in Kitsap County for families with children with developmental disabilities. (Maximum 10 points)
4. Describe your agency's experience in communicating and advocating for individuals with developmental disabilities and their families. How do you develop capacity for self-advocacy? (Maximum 5 points)
5. Describe systems of natural supports your agency is currently utilizing in working with individuals with developmental disabilities. Also – what other systems of natural supports are you aware of in the community that you are not currently utilizing? (Maximum 5 points)
6. Describe your working relationships, including cooperative and collaborative efforts, with the County, school districts and other agencies in Kitsap County. (Maximum 10 points)
7. Describe what mechanisms you would use in obtaining and disseminating information to families. The community? (Maximum 5 points)
8. What experience and skills do you have in the publishing of newsletters? (Maximum 5 points)
9. How would you communicate with and involve individuals and organizations representing the cultural and ethnic diversity of Kitsap County? (Maximum 5 points)

### **Organizational Capability (Limit to 2 pages)- Maximum 30 points**

Please address the following areas :

1. Describe your agency's history and organizational structure. Include a description of the key staff, who will conduct work related to this RFP, including a description of their qualifications, education and experience, and any licenses and/or certificates they hold. (Maximum 10 points)
2. Please describe your agency's quality control measures and mechanisms for ensuring sound financial and accounting practices? Include a copy of the most recent audit or external financial review. (Maximum 5 points)
3. Please describe your agency's method of quality assurance and monitoring of this program within your organization? (Maximum 10 points)

- Submit a twelve month budget for this project using **Attachments A and C**. Include other resources that your agency would be able to commit to this project. Be sure to include the average weekly amount of hours the Parent Coalition and Parent to Parent Coordinator (s) will work ensuring a minimum 1.50 full-time equivalent (FTE, (32 hrs./week minimum)) staff. (Maximum 5 points)

# **APPENDIX B:**

## **Assurances Forms**

**ASSURANCE OF COMPLIANCE WITH  
THE DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE  
REGULATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

\_\_\_\_\_(Hereinafter called the "Applicant")  
(Name of Contractor)

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education, and Welfare (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant received Federal financial assistance from the Washington State Department of Social and Health Services and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Washington State Department of Social and Health Services, this assurance shall obligate the Applicant, or in the case of any transfer of such property, and transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the Applicant by the Washington State Department of Social and Health Services, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Applicant.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant

By:  
(President, Chairman of Board,  
or comparable Authorized Official)



**ASSURANCE OF COMPLIANCE WITH  
SECTION 504 OF THE REHABILITATION  
ACT OF 1973**

\_\_\_\_\_, hereinafter called the "Contractor" agrees that it will comply with Section 504 of the Rehabilitation Act of 1973 and all requirements imposed by or pursuant to that Section to the end that no person shall, on the basis of disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity provided by the Contractor to the Department of Social and Health Services. This Assurance is binding on the recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the recipient. The Contractor also assures that it will immediately take any necessary measures to effectuate this agreement.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Authorized Official)

For contractors with 8 or more employees, indicate the name(s) of person(s) designated as coordinator of Section 504 compliance effort for the contractor.

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Phone)

## CERTIFICATION

I certify that \_\_\_\_\_ will comply with all  
(Applicant's Name)

applicable state and federal statutes and regulations and all terms and conditions of the  
Kitsap County Human Services contract.

(Signature) \_\_\_\_\_

(Printed Name) \_\_\_\_\_

(Title) \_\_\_\_\_

(Date) \_\_\_\_\_



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS**

Primary Covered Transactions 45 CFR 76

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principles:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connections with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charges by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participants are unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

This Certification is executed by the person(s) signing below who warrant they have authority to execute this Certification.

**CONTRACTOR:**

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

DATE: \_\_\_\_\_

## **CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and believe, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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Contractor Organization

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Signature of Certifying Official

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Date

# **APPENDIX C:**

## **Kitsap County Human Services Basic Agreement**

# **CONTRACT FOR HUMAN SERVICES**

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 on \_\_\_\_\_. 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 is set forth in Attachment C: Service Information Form, 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**

**Contractor's Contract Representative**

## **SECTION 4. COMPENSATION**

- 4.1 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.
- 4.2 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.
- 4.3 The County will submit payments for work performed to:
- 4.4 The Contractor will be paid only for work expressly authorized in the Contract.
- 4.5 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.
- 4.6 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.
- 4.7 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.
- 4.8 The Contractor shall pay no wages in excess of the usual and accustomed wages for personnel of similar background, qualifications and experience.
- 4.9 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 the 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 there from. 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. This provision shall survive expiration or termination of the Contract.

## **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.

- 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. If the Contractor will provide services to individuals with a "Community Protection" Designation, the Contractor shall have Insurance coverage of no less than \$1 million per occurrence and \$3 million in the aggregate.

- 7.4 **State Agency.** If the Contractor is a state agency, the Contractor shall provide Commercial General Liability Insurance to protect against legal liability arising out of contract activity. The County assumes no liability with respect to bodily injury, illness, or any other damages or losses concerning persons or property in the Contractor's organization or on its property. If the Contractor uses motor vehicles in conducting activities under this contract, liability insurance covering bodily injury and property damage shall be provided either through a Department of Labor approved self-insurance program or through a commercial insurance policy. In the case of the self-insured state agency, its self-insurance coverage shall meet the terms and conditions contained in this section. The limits of the insurance shall be not less than Combined Bodily Injury/Property Damage Liability policy limits of \$1 million per occurrence. The general aggregate limit will apply separately to the Contract and be no less than \$2 million.

- 7.5 **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.

#### **7.6 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.

#### **7.7 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 or a letter of self insurance from a public entity risk pool which waives the requirement.
- 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 are attached to this Contract, are expressly incorporated by this reference:

Attachment A – Service Definitions  
Attachment B – Special Terms and Conditions  
Attachment C – Service Information Form  
Attachment D – Criteria For an Evaluation System  
Attachment E – DRW Access Agreement  
Attachment F – Certification Regarding Debarment, Suspension, and Other Responsibility Matters  
Attachment G – Certification Regarding Lobbying  
Attachment H-Confidentiality and Data Security

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) Service Definitions; (4) Service Information Form; (5) Criteria for an Evaluation System; (6) WPAS Access Agreement; (7) Certification Regarding Debarment, Suspension, and Other Responsibility Matters, (8) Certification Regarding Lobbying, (9) Confidentiality and Data Security.

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.

Dated this \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_. Dated this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

## Attachment A

## PROPOSAL BUDGET

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 Agency Name

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 Program Name

REVENUE DESCRIPTION			AMOUNT
Kitsap County Funds			
Other Funds (specify and use attachments as necessary)			
Other Funds (specify and use attachments as necessary)			
Other Funds (specify and use attachments as necessary)			
<b>TOTAL ESTIMATED REVENUE</b>			

  

EXPENSE	CODE	EXPLANATION	COUNTY FUNDING
Salaries	10		
Personnel Benefits	20		
Office & Operating Supplies	31		
Small Tools & Minor Equipment	35		
Professional Services	41		
Communications	42		
Travel	43		
Advertising	44		
Operating Rentals & Leases	45		
Insurance	46		
Utility Services	47		
Repairs & Maintenance	48		
Newsletter	49		
Miscellaneous	50		
<b>TOTAL EXPENSES</b>			

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 Contractor Signature



**Attachment B**

**PROPOSAL BUDGET -- EXAMPLE**

Acme Services

Agency Name

Peninsula  
Information & Referral

Program Name

REVENUE DESCRIPTION				AMOUNT
Kitsap County Funds				\$25,300.00
Other Funds (specify and use attachments as necessary) United Way				\$15,000.00
Other Funds (specify and use attachments as necessary)				
Other Funds (specify and use attachments as necessary)				
<b>TOTAL ESTIMATED REVENUE</b>				<b>\$40,300.00</b>
EXPENSE	CODE	EXPLANATION		COUNTY FUNDS REQUESTED
Salaries	10	see salaries plan		\$14,000.00
Personnel Benefits	20	20% of salaries		\$2,800.00
Office & Operating Supplies	31	printer paper, pens, miscellaneous office supplies		\$225.00
Small Tools & Minor Equipment	35	file cabinet, calculator, printer		\$500.00
Professional Services	41	15% of accountant services		\$375.00
Communications	42	telephone for I & R line		\$400.00
Travel	43	mileage and per diem		\$500.00
Advertising	44	classified ad for staff position		\$100.00
Operating Rentals & Leases	45	15% of agency rent		\$800.00
Insurance	46	15% of agency insurance		\$150.00
Utility Services	47	15% of agency utilities		\$175.00
Repairs & Maintenance	48	15% of agency repairs		\$100.00
Newsletter	49	Publication and distribution		\$5,000.00
Miscellaneous	50	registration, tuition, dues		\$175.00
<b>TOTAL EXPENSES</b>				<b>\$25,300.00</b>

Attachment C

**PROPOSAL SPENDING PLAN FOR SALARIES AND WAGES**

Agency

Service/Program

<b>F.T.E.</b>	<b>No. of Positions</b>	<b>Position Title</b>	<b>County Funds</b>	<b>Other Funds</b>	<b>Other Funds</b>	<b>TOTAL</b>
<b>TOTAL SALARIES</b>						

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 this 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.

**Attachment D****PROPOSAL SPENDING PLAN FOR SALARIES AND WAGES - EXAMPLE**

Acme Services  
Agency

Peninsula Information & Referral  
Service/Program

<b>F.T.E.</b>	<b>No. of Positions</b>	<b>Position Title</b>	<b>County Funds</b>	<b>Other Funds</b>	<b>Other Funds</b>	<b>TOTAL</b>
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
<b>TOTAL SALARIES</b>			\$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 this 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.