

NORTH KINGSTOWN SCHOOL DEPARTMENT

School Based Mental Health Services

RFP #2022-03

Request For Proposals



RFP due August 24, 2021, and to be opened virtually @ 10:00 am at 100 Romano Vineyard Way, Suite 120, North Kingstown, RI, office of Chief Operating Officer.

Mary C. King, CPA, MBA, SFO, Chief Operating Officer
North Kingstown School Department
100 Romano Vineyard Way, Suite 120
North Kingstown, RI 02852

**NORTH KINGSTOWN SCHOOL DEPARTMENT
100 ROMANO VINEYARD WAY, SUITE 120, NORTH KINGSTOWN, RI 02852
401.268.6410**

ADVERTISEMENT FOR PROPOSALS

The North Kingstown School Department will receive sealed proposals for the following:

SCHOOL BASED MENTAL HEALTH SERVICES RFP #2022-03

General proposals will be received and opened at the office of the Chief Operating Officer, 100 Romano Vineyard Way, Suite 120, North Kingstown, RI, 02852, on August 24, 2021 no later than 10:00 am for the **SCHOOL BASED MENTAL HEALTH SERVICES RFP 2022-03**.

Proposals received after the stipulated time will not be accepted.

All proposals must be submitted in sealed envelopes marked “**SCHOOL BASED MENTAL HEALTH SERVICES RFP 2022-03**” due **August 24, 2021, by 10:00 am**. The envelope should be addressed to the North Kingstown School Department, Chief Operating Officer, 100 Romano Vineyard Way, Suite 120, North Kingstown, RI 02852.

If mailing proposal in envelopes provided by UPS, Federal Express, etc, your sealed and properly marked proposal must be contained in the mailer.

Proposals must be prepared in conformity with and shall be based upon and submitted for all requirements of the specifications together with the addenda thereto. Failure to comply with these requisites may result in the proposal being misdirected, opened in error prior to official opening, and/or possible rejection of said proposal.

All prices indicated in the proposal shall be non-erasable. Any changes must be initialed by the official submitting and signing the proposal. Prices should be written in words and figures. In the event of a discrepancy, the written price shall prevail. Proposal determined to be made in collusion with any other bidder shall be disqualified from consideration for award.

No proposals may be withdrawn for a period of one hundred and twenty (120) calendar days subsequent to the date of the proposal opening.

The North Kingstown School Department reserves the right to waive any informality and to reject any and all proposals.

Proposals will be virtually opened and read on August 24, 2021, at 10:00 am, in the Office of the Chief Operating Officer, NKSD Administration Building, 100 Romano Vineyard Way, Suite 120, North Kingstown, RI 02852.

DISTRICT BACKGROUND INFORMATION:

The North Kingstown School Department (NKSD) is requesting proposals for mental health providers/agencies to implement school-based mental health services within the District.

Implementing programs that provide mental health professionals/services within the school setting has gained national recognition as a model for an accessible and cost-effective way to address student mental health needs, in particular, students who otherwise do not have meaningful access to such services. Numerous research studies on school-based mental health point to measureable gains in academic achievement, declines in suspension and grade retention, and reductions in typical childhood mental illness such as depression and behaviors associated with conduct disorder and attention deficit/hyperactivity disorder when students have regular access to mental health services as needed. These programs also serve a role in helping school districts to create a culture within the school of competence, growth and inclusion for all students.

This RFP is looking for highly qualified providers/agencies to provide the following mental and behavioral health services to NKSD students:

- Comprehensive Clinical Assessments including Emergency/Threat Assessments
- Individual therapy – school-based
- Group therapy-school-based
- Family therapy and education
- On-site Training and Consultation for school personnel

Successful providers/agencies must have the capacity to establish in-school access to clinical outpatient treatment services and be capable of providing mental health services at varying levels of intensity, based on the individualized needs of the students and which are able to adjust as rapidly as the changing needs of the students. NKSD will attempt to provide a counseling-friendly space (confidential, non-stigmatizing, etc.) within each selected school. School based mental health services will be available for a minimum of 20 high school and 10 middle school students identified by the district as being in need of such programming.

DISTRICT DESIRED OUTCOMES FOR SCHOOL BASED MENTAL HEALTH SERVICES:

- To provide mental health programs that address early intervention and prevention services for NKSD students and families in need.
- To increase the accessibility of mental health services for NKSD students and families in need of these services in a non-stigmatizing environment.
- Increased student achievement over time. Students with behavioral and emotional difficulties may display poor academic achievement. Achievement deficits may be related to low skills, but inevitably those difficulties are also connected to lost instruction due to disciplinary issues and difficulties attending to instruction related to poor coping skills. Through the receipt of mental health services, it is the expectation that over time, student's achievement will increase.

- Achievement in academic skills and performance will be measured using the following assessments:

Short-term achievement

- Grades 9-12: Credits accumulated per semester compared to expected
- Grades 6-8: Passing grades in all core content areas

Long-term achievement

- Improved PSAT/SAT scores
- Grades 9-12: Credits accumulated by end of school year (are they on track to graduate)
- Improved RICAS scores

Baseline will be established using the most recent performance measure on each of the above assessments prior to the start of mental health services.

- Improved student attendance. Children with mental health challenges may have poor attendance. This can be related to psychiatric hospitalizations, fears and anxieties related to school, disciplinary actions leading to suspension, as well as incarceration, amongst other reasons. Through the receipt of mental health services, it is the District's expectation that attendance will improve over time. ASPEN will be used to collect the following attendance data for students receiving school-based mental health services and who disclose their enrollment in school-based mental health services to NKSD:
 - Number of absences in the school year prior to the start of mental health services
 - Number of absences in the school year(s) while receiving mental health services
 - Number of absences the school year following exit from mental health services
- Decreased out-of-school suspension. Children with mental health challenges who display externalizing behaviors may accumulate many days of out-of-school suspension (OSS) over time. It is the District's expectation that due to an increase in coping skills, children receiving mental health therapy will receive fewer days of suspension during and post mental health services than pre-mental health services. ASPEN will be used to collect the following OSS data for students receiving school-based mental health services and who disclose their enrollment in school-based mental health services to the District:
 - Number of OSS days in the school year prior to the start of mental health services
 - Number of OSS days in the school year(s) while receiving mental health services
 - Number of OSS days the school year following exit from mental health services
- Decreased in-school suspension. Children with mental health challenges who display externalizing behaviors may accumulate many days of in-school suspensions (ISS) over time. It is the District's expectation that due to an increase in coping skills, children receiving mental health therapy will receive fewer days of suspension during and post

mental health services then pre-mental health services. ASPEN will be used to collect the following ISS data for students receiving school-based mental health services and who disclose their enrollment in school-based mental health services to the District:

- Number of ISS days in the school year prior to the start of mental health services
 - Number of ISS days in the school year(s) while receiving mental health services
 - Number of ISS days the school year following exit from mental health services
- Increased positive coping skills. Coping skills allow children to adapt in a way that helps them to meet environmental demands despite behavioral or emotional difficulties that could interfere. It is the expectation that children who receive school-based mental health services will increase their coping skills to the degree that they function better socially, behaviorally, and emotionally. The assigned Agency will share all baseline and end data from their standard assessment of coping skills.
- Prior to the start of mental health services
 - At the end of the school year or upon termination of services if services end during the school year
 - Agency Responsibility - Outcome Expectations. Outcome measures and tracking procedures will be required for all students who consent to disclosure of their participation in school-based mental health services. Eligible/Selected providers will be responsible for submitting a process by which they will track outcomes of services provided to students on a quarterly basis.
 - Mental and behavioral health services provided to NKSD students in school should be based on the following principles and guidelines:
 - Family engagement and active family involvement is critical at the initiation and throughout the treatment process. Services will only be provided to students following the receipt of parental consent.
 - Services should be proactive and positive, building on the strengths of the student and families.
 - Service providers should show willingness to build strong alliances collaborating with school administrators, student services staff, teachers and a RTI/Multi-Tiered System of Support Team.
 - Services must follow the mandate to be least intrusive, least restrictive and responsive to the individual needs of the child within the school setting.
 - All employees of the agency/provider shall agree to follow all NKSD rules, regulations, procedures and policies when providing services to NKSD students on school property.
 - Providers/agencies will be responsible for all paperwork, including necessary signatures to begin services, Medicaid logs, and for release of information.

- Services should be provided during regular school hours unless the family and agency are able to arrange services in other locations to accommodate parents' schedules.

TECHNICAL PROPOSAL:

The NKSD reserves the right to reject any and all responses to this RFP. If all responses are unacceptable, NKSD reserves the right to reject the responses and issue a new RFP. Responses shall be limited to the requested information and should not include any information or a proposal about other services other than school-based mental health outpatient clinical services as requested in this RFP. NKSD reserves the right to reject a proposal at any time during the process. Providers/agencies submitting a proposal under this RFP should be prepared to participate in an interview process and to provide a presentation to a committee of NKSD staff and administrators.

PROPOSAL FORMAT:

For the sake of consistency and ease of review, each proposal must adhere to the following format:

- Section A: A cover letter, including name, address and telephone number of firm and name and number of legal representative.
- Section B: Evidence of similar experience and five (5) references from client companies that received these services in similar sized Districts.
- Section C: Outline of the firm's service delivery approach.
- Section D: Evidence, including resumes, that the firm's staff and the staff participating in the project are experienced in providing services of this nature.

In addition each proposal should include the following:

- **Agency History:** Provide a brief description and history of the organization, including services provided and present/past experience working with school-age children and in public school settings.
- **Agency Philosophy:** Describe the agency's prescribed treatment approaches, philosophies, goals, and objectives related to the District's objectives.
- **Agency Services:** Provide a detailed description of the services that the agency would provide in the school-based setting and for the families of the school-based clients. Include any services the agency will provide at school sites.
- **Agency Capacity:** Provide a detailed analysis of your agency's current capacity to serve the District needs. Include the number of full-time equivalent therapists you estimate you could provide, assuming that minimum amount of students for the program will be thirty (30). Additionally, describe how you would prepare for staffing and oversight to begin delivering school-based services by January of the current year. Please note any age group/school level or geographic preferences and provide rationale for these preferences.

- **School-Based Program Staffing:** Describe how the agency will ensure that all staff delivering school-based services are licensed clinicians. Discuss the specific training and ongoing support needs that the agency anticipates providing school-based therapists. Include information about the agency's ability to serve students and families from diverse linguistic backgrounds.
- **Quality Control:** Describe how the agency will ensure the provision of high quality, research-based intervention and services for various student populations. It is critical to note with which demographic groups the various interventions are found to be most effective. Include information about how the organizational structure will support and supervise its school-based therapists and internal mechanisms involved in the quality monitoring process. Describe the roles and responsibilities of agency staff, clients, and direct service providers in relation to the school-based program.
- **School-Based Service Delivery:** Provide a description of the special or unique characteristics of the agency, which make it especially qualified to act as a service provider for the District. Include any verifiable experience with projects or contracts for the most recent five years that are pertinent to providing services to a school-aged population. Include contact information for those projects and contract in an appendix. Also, discuss your vision for how school-based therapists will collaborate with school-based staff to support the District vision for the school-based mental health program.
- **Confidentiality in the School Setting:** Describe the procedures your agency will use to maintain the confidentiality of information under all applicable laws, including but not limited to the Health Insurance Portability and Accountability Act and the Family Educational Rights and Privacy Act.
- **Collaborative Relationships:** Discuss the methods and strategies the agency will use to engage with the school community and parents of students to promote positive, collaborative working relationships.
- **Consistency of Programming:** Describe agency procedures for ensuring consistent processing of referrals for agency services, communication with parents and school staff, maintenance of minimum number of students in the program, and strategies to ensure there is no lapse of service due to therapist vacancy or extended absence.
- **Personnel:** List all clinical staff and supervisors (by name, if known, and position) that will be involved in the delivery of services. For those individuals that have been identified to provide counseling/therapy, please include a brief curriculum vita, which indicates the length of employment with the applicant's agency and type of licensure (LMHP, LCSW, LMFT). All clinical staff must have the minimum of a master's degree as required through their licensing. Job descriptions should be included for all positions that will be associated with the implementation of therapeutic services. All staff that may have direct contact with NKSD campuses must undergo national background check/clearance in accordance with RI General Law at the provider's expense, prior to providing services on NKSD campuses. Provide a detailed description on how clinical supervision of School-Based Mental Health clinicians will be provided.
- **Range of Services (Continuum of Services):** Providers should describe proposed range of services (e.g. assessment, individual/group therapy, family outreach, in-home services, crisis/emergency care during and after school hours, follow up, aftercare/discharge, provision

for care during student holidays/vacations and summer break, etc.). Also describe the types of therapies that will be provided, including specific interventions and modalities. Providers should also include evidence-based treatment modalities that are currently being used by the agency and data that supports positive outcomes.

- a. Clearly indicate how the proposed programs will accommodate language minorities.
 - b. Describe your program capacity regarding number of consumers that could be served.
 - c. Describe referral connections/process your agency has established for children who need a higher level of care.
 - d. Describe how your agency expects to conduct the intake and assessment process.
 - e. Describe what assessment instruments will be utilized during this process and how long for a completed assessment.
 - f. Explain how the agency will ensure ongoing internal monitoring and quality assurance within the outpatient clinic programs and services.
- **Possible interview:** Providers/agencies submitting a proposal under this RFP should be prepared to participate in an interview process and to provide a presentation to a committee of NKSD staff and administrators.

PROPOSAL RATING TEMPLATE:

Proposals shall be reviewed and scored based upon the following criteria:

Criteria	Possible Points
Staff Qualifications	10 Points
Capability, Capacity, and Qualifications of the Offeror	20 Points
Work Plan	20 Points
Approach Proposed	20 Points
Total Possible Technical Points	70 Points
Cost proposal	30 Points
Total Possible Evaluation Points	100 Points

The District reserves the right to select the vendor(s) or firm(s) (“vendor”) that it deems to be most qualified to provide the goods and/or services as specified herein; and, conversely, reserves the right to cancel the solicitation in its entirety in its sole discretion.

RFP CALENDAR/DELIVERY METHOD:

1. **July 26, 2021 thru August 24, 2021:** The Chief Operating Officer advertises and distributes the Request for Proposal to all interested firms.
2. **August 24, 2021:** Proposals due by 10:00 am as noted above. Proposals must be signed by an authorized member of the consulting firm, and the name, address, and the telephone number of a representative qualified to answer questions during the review process must be included.
3. The District requires that two (2) original hard copies and one (1) digital copy of the proposal be submitted to the Chief Operating Officer no later than the deadline specified to receive proposals. Any proposals received after the scheduled deadline will be disqualified immediately in accordance with the District’s policy.
4. All proposals should be complete and must convey all of the information requested by the District. If significant errors are found in a bidder’s proposal, or if a bidder’s proposal fails to conform to the requirements of this solicitation, the NKSD may elect to reject the proposal.
5. When specifications or descriptive literature are submitted with the proposal, enter the bidder’s name and address thereon.
6. **All proposals must be in a sealed envelope and have clearly marked on the envelope:**

Name of Agency
Address
Bid Proposal – School Based Mental Health Services
RFP 2022-03, North Kingstown
School Department

HAND DELIVERY

Chief Operating Officer
North Kingstown School Department
100 Romano Vineyard Way, Ste 120
North Kingstown, RI 02852

U.S. POSTAL SERVICE MAIL

Chief Operating Officer
North Kingstown School Department
100 Romano Vineyard Way, Ste 120
North Kingstown, RI 02852

Proposals or amendments to proposals received later than the time and date specified will not be considered. No proposal may be withdrawn within one hundred and twenty (120) days after the submission due date.

7. The District reserves the right to reject any and all proposals, to waive any and all informalities, defects or immaterial irregularities, and to request further clarification.
8. It is anticipated that the award of the contract will be made on or before September 30, 2021. Work shall be scheduled to commence as soon as possible, no later than October 31, 2021, for the 21/22 school year.
9. Questions about this RFP may be directed to Dr. Kim Carson (401) 336-3122 (telephone) kimberly_carson@nksd.net (email) no later than close of business August 20, 2021. All information given by the District except by written addenda, if applicable, shall be informal and shall not be binding upon the District nor shall it furnish a basis for legal action by any Proposer or prospective Proposer against the District. No other District personnel shall be contacted regarding this solicitation. Firms or individuals who attempt to contact other District personnel or representatives or obtain information in any way other than the authorized method described herein may have their bid rejected.

Any response to a request for interpretation of documents will be made by addendum if the District believes the interpretation is not clear in the proposal document. The District will not be responsible for any other explanation or interpretations.

EXHIBIT A – DISTRICT RESPONSIBILITIES

1. Determine which schools will receive services and support program maintenance and growth. NKSD will use information about agency and school capacity as well as student needs to determine which schools will receive agency services in year. Data points detailed in this document will be used to determine if the agency will be invited to expand their services to more schools for year 2. This gradual expansion of service will allow NKSD and agency to build and revise infrastructures to support the ongoing growth of agency provided services in year 2 and into the future.
2. Clearly define pertinent role responsibilities. All schools have school social work services, school psychological services, and access to school nurses and behavior specialist or assistant. NKSD support services staff provides a range of services including classroom and comprehensive guidance, individual and group counseling, teacher and administrator consultation for individual, class, and school level needs, attendance support, psycho-educational evaluations, behavior intervention support, and referrals to community agencies. The mental health agency/provider supplements NKSD support services through the provision of school-based psychotherapy, collaboration with school staff, and the provision of behavioral health services for the defined cohort of students.
3. Train school-based agency staff on school culture, roles, and practices. NKSD recognizes that there are significant differences in the culture of schools in comparison to the private mental health industry. The primary difference is that NKSD's mission is to educate all children; the agency's mission focuses on mental wellness. At times, educational needs and treatment needs may appear to be in conflict with one another. Positive, collaborative relationships between agencies and schools requires that agency staff have a clear understanding of school culture, practices, roles, pertinent guidelines under which school staff operate, as well as how to navigate within school sites. NKSD will provide training and support for school-based agency staff to support their transition into school-based service delivery. In addition, NKSD will provide schools with guidelines to promote consistent practices for orienting agency therapists to their school. Work collaboratively with provider agency management. NKSD staff will work with the provider/agency to support the development of an understanding of each school's culture as it relates to how agency staff works within that school setting.
4. Work collaboratively within and between departments to support agency-provided school-based mental health services. Agency-provided school-based mental health services will be overseen by the NKSD Pupil Personnel Services department; however, agencies will work with a range of schools and students. Each department is committed to working collaboratively to ensure a smooth and equitable process for addressing the needs of students and staff across programs.
5. Establish a consistent referral process. One staff member is designated (i.e. full time School Social Worker, School Counselor, etc) the point of contact for referrals to the program. His or her role is to make formal referrals to the agency, maintain awareness of referred students and current cases, and have regular dialogue with the therapist about student cases.

6. Establish a consistent referral process. One staff member is designated (i.e. full time School Social Worker, School Counselor, etc) the point of contact for referrals to the program. His or her role is to make formal referrals to the agency, maintain awareness of referred students and current cases, and have regular dialogue with the therapist about student cases.

EXHIBIT B - GENERAL PROVISIONS:

In order to respond to this RFP, the service provider must meet the following minimum qualifications:

1. Be committed as an organization to the concepts of recovery and resiliency.
2. Have procedures for on-call, after-hour services or 24-hour access to support for students and families during the school year and during student holidays/vacations and summer breaks.
3. Provide staff with all required and appropriate licensure and training to provide mental and behavioral health services to students.
4. Offer to remain valid for 120 days from date of bid opening, unless otherwise stated. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this RFP.
5. Each vendor shall furnish NKSD a certificate of insurance with limits as shown in Exhibit C. The insurance policies to which this certificate refers shall not be altered or canceled until after ten (10) days' written notice of such cancellation or alteration has been sent by certified mail to the North Kingstown School Department.
6. The vendor shall maintain public liability insurance covering his liability for bodily injury and property damage which may arise from his operations, contractual obligations, products and completed operations, as well as operations performed by independent contractors, in not less than the amounts noted in Exhibit C of the document.
7. Five (5) references are required from other school districts or similar service agencies for which the company has provided the services or goods solicited in this RFP. NKSD may contact these users to determine quality level. Such information may be considered in the evaluation of the bid.
8. It is the intent of the North Kingstown School Department to award this Request for Proposals to the responsible bidder(s) who best matches the needs of the District. The District reserves the right to reject any or all bids presented and to waive any informalities and irregularities. Award of this bid may be in whole or in part as deemed to be in the best interest of NKSD. All projects are awarded contingent upon funding. No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of 120 days.
9. All qualified bids will be evaluated, and award shall be based on an assessment of submitted proposals and shall include consideration of the performance requirements/specifications, financial considerations, qualifications, and prior experiences. Each of the eleven (11) requirements will be scored with a maximum number of five points each. Follow-up interview with the offers best suited to complete the work will be required.
10. It shall be the vendor's responsibility to read the instructions, terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued relating to this RFP.
11. Be sure your agency meets all the minimum qualifications prior to completing your response.
12. Respond to all listed criteria as completely as possible.

13. Respond to the listed criteria in the sequence that they appear in the RFP.
14. There is no page limit to responses.
15. Sealed bids, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated below, as described herein.
16. **Two (2) signed, sealed, original copies & one (1) digital copy** should be addressed in an envelope with the RFP number as shown above.
17. It is the responsibility of the vendor to have the bid to the North Kingstown School Department Chief Operating Officer, 100 Romano Vineyard Way, Suite 120, North Kingstown, RI, 02852, by the specified time and date of opening.
18. Bids shall be marked on the outside of the sealed envelope with the Vendor's name, bid number and date and time of opening. If Vendor is submitting more than one bid, each bid shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed bids from a single Vendor may be included in the same outer package.
19. Attempts to submit a bid via facsimile (FAX) machine, telephone or electronic means, including but not limited to email, in response to this Request for Proposals will **not** be accepted. Bids are subject to rejection unless submitted with the information above included on the outside of the sealed bid package.
20. Additional supporting or requested documentation should be attached as Appendices.

Should you have any questions regarding school-based mental health services or the RFP requirements, please contact Dr. Kimberly Carson, Director of Pupil Personnel Services, North Kingstown School Department at kimberly_carson@nksd.net or at 401-336-3122.

Termination of Agreement

If the agency is selected, NKSD may terminate any agreement upon ninety (90) days written notice to the agency or at any time if it is found that the agency has violated NKSD policies and procedures.

Indemnification and Hold Harmless

Vendor shall defend, indemnify, and hold harmless the District from and against any and all claims, liability, damages, loss, and/or expenses (including reasonable attorney's fees and costs) that may arise by reason of any breach of contract, negligence, and/or violation of law (including, but not limited to, infringement of any proprietary right of a third party) by vendor and/or its employees or agents. In the event that it shall become necessary for any party to institute legal proceedings against the other party for recovery of any amounts due and owing under the RFP or any resulting contract, it is expressly agreed that the prevailing party in any such action shall be entitled to recover from the non-prevailing party all costs related to such collection, including reasonable attorney fees and all expert witness fees incurred during pre-suit collection attempts, suit, and post judgment, appeal, or settlement collection.

District Nondiscrimination Policy

The District does not discriminate on the basis of race, color, national origin, gender, disability, religion, creed, age (for employment), marital status (for programs), sexual orientation, gender identity and socioeconomic status (for programs) in its educational programs and its employment practices. There is a grievance procedure for processing complaints of discrimination.

1. In submitting a proposal, the bidder understands that the District will determine at its discretion, or in its best interest, which proposal, if any, is accepted. The bidder waives any right to claim damages of any nature whatsoever, based on the selection process and any communications associated with the selection, and the final selection of the successful bidder.
2. This solicitation does not commit the District to award a contract, to pay any costs incurred in the preparation of the proposal, or to procure any goods or services.
3. No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Chief Operating Officer.
4. The District reserves the right to consider historic information and fact, whether gained from the bidder's proposal, references, and any other source, in the evaluation process. The bidder acknowledges (1) that District will contact various persons who are familiar with the District's prior work and related matters, whether such persons are voluntarily disclosed to the District in this proposal or not; (2) that truthful and complete information is necessary for the District to make an adequate evaluation; and (3) that bidder will not take any action against any person who respond truthfully and in good faith to a bona fide inquiry by the District for purposes of evaluating the proposals received by the District under this solicitation.

5. All proposals submitted in response to this solicitation are governed under the laws of the State of Rhode Island. The bidder must be authorized and/or licensed to do business in the State of Rhode Island. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licenses to do business in the state, by signing of this Agreement, the bidder agrees to subject itself to the jurisdiction and process of the federal and state courts in Rhode Island as to all matters and disputes rising or to arise under the Agreement and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State.
6. The bidder(s) shall agree to hold the District harmless and to indemnify the District from every expense, liability, or any payment arising out of or through injury (including death) to any person(s) or damage to any property of any location in which work is located arising out of or suffered through any act of omission of the bidder(s).
7. Specify if your firm is a certified minority and/or women owned business. If so, please provide the District a copy of the certificate.
8. Any bidder who is aggrieved in connection with the awarding of a contract shall protest to the Chief Operating Officer within five (5) calendar days of the date of Award by the School Committee. The Protest should be emailed to Mary C. King, COO, mary_king@nksd.net.
9. The District assumes no responsibility for the delivery of any solicitation, addendum, solicitation response, or any other such correspondence by the US Postal service, electronic transmission, facsimile, or any other method.
10. The proposal must be clearly marked in a sealed envelope as stated in the Instruction section of this Request for Proposal (“RFP”).
11. Proposals which are uncertain as to terms, delivery, quantity, or compliance with requirement and/or specifications may be rejected or otherwise disregarded.
12. The bidder shall not have the right to include the District’s name in its published list of customers, without prior written approval of the District. The bidder agrees not to publish or cite in any form any comments or quotes from District staff. Bidder further agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the District.
13. The proposal must be signed by an authorized individual who may bind the bidder to these services in accordance with the requirements contained in the RFP. The proposal must contain a statement to the effect that your proposal is firm for a period of one hundred and twenty (120) days from the proposal due date, or longer if so required by the District.

14. The District reserves the right to reject or accept any or all proposals and to waive any informalities and/or irregularities thereof. The District reserves the right to make an award in total or in part, according to the best interests of the District. Bidders not willing to accept award of partial bid must so indicate as part of their proposal.
15. By submitting a proposal, the bidder agrees to be governed by the terms and conditions as set forth in this document. Any proposal containing variations from the terms and conditions set forth herein may, at the sole discretion of the District, render such proposal non-responsive. Any inconsistencies between the RFP and any other contractual instrument shall be governed by the terms and conditions of this RFP, except where subsequent amendments to any contract resulting from this RFP award are specifically agreed to in writing by the parties to supersede any such provisions of this RFP.
16. The District or any of its representatives shall not be held responsible for any expenses incurred in the preparation or subsequent presentation of the bidder's response to this solicitation.
17. No proposal shall be accepted in from, and no contract will be awarded to, any person, firm, or corporation that is deemed irresponsible or unreliable to the District.
18. The District reserves the right, at any time after opening and prior to award, to request from any bidder clarification, to address technical questions, or to seek, or provide other information regarding the bidders' bid.
19. Ownership of all data, material and documentation originated and prepared pursuant to this RFP shall belong exclusively to the District and be subject to public inspection in accordance with the Rhode Island Access to Public Records Act.
20. The bidder alone will be held solely responsible to the District for performance of all bidder obligations under any contract resulting from their proposal.
21. The bidder warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty, the District shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
22. All prices and notations should be printed in blue ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the proposal. Erasures and use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for opening.

23. If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the District Office by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation of the first work day on which normal District processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If District offices are closed at the time a pre-bid or per-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at www.nksd.net.
24. The bidder(s) and his representatives shall follow all District policies while on District property. No work shall interfere with school activities or environments unless an authorized District employee for the location gives permission.
25. The bidder shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the bidder. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the contract. If the failure to perform arises out of causes beyond the control of the Offeror and without the fault or negligence of the bidder, the bidder shall not be liable for any excess costs or failure to perform, unless the supplies or services to be furnished by the bidder were obtainable from other sources in sufficient time to permit the bidder to meet the required delivery schedule.
26. During the term of the contract, the bidder shall be responsible for obtaining and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each of any such licenses, permits and/or inspections required by the District, county, city or other government entity or unit to accomplish the work specified in this solicitation document and the contract.
27. Each bidder shall fully acquaint himself/herself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this RFP. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself/herself with existing conditions shall in no way relieve the bidder of any obligations with respect to this RFP or contract.
28. Invoices submitted for payment for goods or services provided under this contract shall contain, as a minimum, the following information:
 - Name of business;
 - Contract number or other authorization for delivery of service or property;
 - Complete description, price and quantity of property or service actually delivered and payment terms;

- Title, telephone number and complete mailing address of responsible official to whom is to be sent; and
 - Other substantiating documentation of information as required by the contract.
29. The District reserves the right, to accept or reject, in part or in entirety, any or all proposals, to negotiate with all qualified bidders and to cancel in part or in entirety this solicitation if it is in the best interest of the District. Further, the District reserves the right to waive any or all informalities or technicalities in order to serve the best interest of the District.
30. All responses to this solicitation must comply completely with the requirements and schedule indicated in this solicitation to be considered for evaluation. All bidder(s) must be able to meet or exceed any and all requirements.
31. The bidder shall not subcontract any portion of this contract without prior written approval from the District, which consent shall not be unreasonably withheld, provided, bidder remains liable for performance of all terms of this contract. The key personnel assigned to this evaluation are considered essential to the work being performed. Substitutions may only be made upon mutual agreement between the consultant and the District.
32. The District interprets a signed proposal as signifying that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other persons or company engaged in the same line of business or commerce, or any other fraudulent act punishable under federal or state laws. Any act or acts of misrepresentation or collusion shall be a basis for disqualification of any proposal or proposals submitted by such persons guilty of said misrepresentation or collusion. In the event that the District enters into a contract with any proposer who is guilty of misrepresentation or collusion and such conduct is discovered after the execution of said contract, the District may cancel said contract without incurring liability, penalty, or damages.
33. The District will not be liable for any costs incurred in the preparation of the response for this Request for Proposal. All proposal submissions and materials become property of the District and will not be returned. Respondents to this RFP are hereby notified that all proposals submitted and information contained therein and attached thereto shall be subject to disclosure under the Freedom of Information Act.

EXHIBIT C – INSURANCE, PROFESSIONAL CONTRACTS

The consultant selected shall indemnify and save the District and the Town of North Kingstown harmless from liability in any manner of claims, lawsuits and damages for any type of losses, including the loss of life, due to its work or operations on District property, in carrying out and completing the full scope of services under this agreement.

The professional individual or firm shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage for property which may arise from or in connection with the performance of the contractor's work by the individual firm, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contractor's bid.

For the purpose of this clause: the term "professional individual or firm" and "contractor" shall also include their respective agents, representatives, employees or subcontractors; the term "North Kingstown School Department" or "District" shall include their respective officers, employees, volunteers, boards, and commissions.

Additional forms of insurance may be necessary based upon the specific work performed by the contractor. When additional forms of insurance are required, the minimum amount of such coverages and the terms thereof shall be determined by the District and Chief Operating Officer and shall be stated, as well as a description of the types of additional coverage required, in an addendum to this exhibit.

Minimum Insurance Coverage Required

1. Broad form comprehensive general liability, occurrence form.
2. Workers' Compensation: limits as required by the State of Rhode Island.
3. Employer's liability, occurrence form.
4. Professional liability, occurrence form preferred. If issued on claims-made basis, insurance coverage shall be maintained for the duration of the contract and for two (2) years following the completion.

Minimum Limits of Insurance

1. Comprehensive general liability: \$5,000,000 combined single limits per occurrence for bodily injury, personal injury, property damage, and products/completed operations with an annual aggregate of \$5,000,000.
2. Workers' Compensation: limits as required by the State of Rhode Island.
3. Employer's liability: limits of \$1,000,000 per occurrence.
4. Professional liability: limits of \$1,000,000 combined single limit.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retentions must be declared to and approved by the North Kingstown School Department. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

Notice of Cancellation or Non-Renewal

Each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District.

Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Comprehensive General Liability Coverages:
 - a. The District and their respective officers, agents, officials, employee volunteers, Boards and commissions are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the contractor; premises owned, leased or used by the contractor. The coverage shall contain to no special limitations on the scope of protection afforded to the District.
 - b. The contractor's insurance coverage shall be the primary insurance with respect to the North Kingstown School Department. Any insurance or self-insurance maintained by the District shall be in excess of the contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect Coverages provided to the North Kingstown School Department.
 - d. Coverage shall state that the contractor's insurance shall apply separately to each Insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
2. The insurer shall agree to waive all rights of subrogation against the District or the Town of North Kingstown for losses arising from the work performed by the contractor for the District.

Acceptability of Insurers

1. Insurance is to be placed with insurers with a Best's rating of no less than A: VII.
2. Insurance companies must either be licensed to do business in the State of Rhode Island, or otherwise deemed acceptable by the North Kingstown School Department and the Chief Operating Officer.

Verification of Coverage

The contractor shall furnish the District with certificates of insurance effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the District before work commences. Renewal of expiring certificates shall be filed thirty (30) days prior to expiration. The District reserves the right to require complete, certified copies of all required policies, at any time.