

REQUEST FOR PROPOSALS

September 25, 2024

Kitsap Public Health District

Is Requesting Written Proposals from a Qualified Legal Firm(s) to
Provide General Counsel and/or Labor/Employment Legal Services to Support
the Agency's Staff and its Health Board in Accordance with
the Scope of Work Described Herein.

INTRODUCTION

Kitsap Public Health District is seeking proposals from a qualified legal firm(s) to provide general counsel (Section A) and/or labor/employment legal services (Section B) to support the Agency's staff and its Health Board in accordance with the Scope of Work described herein. The District's current contracted general counsel, the Kitsap County Prosecutor, is no longer able to provide this service after December 31, 2024. The District will entertain responses from firms to provide both general counsel and labor/employment legal services and will also entertain responses from firms who prefer to submit for only one of the two specialties; no advantage will be given to Proposers that submit to both. In the event a Proposer submits for general counsel and labor/employment counsel, at its sole discretion the District may award general counsel and labor/employment counsel separately.

The Contract(s) will provide firm fixed rates for an initial two-year term with options for two additional two-year extensions and rate increases, solely at the discretion of Kitsap Public Health District.

Proposals shall be made according to the "Instructions to Proposers and General Provisions," and as outlined on the Proposal Form, Exhibit A, herein. Failure to comply with these instructions may result in disqualification of the proposal.

Proposals must include a description of the proposed services, a rate/fee schedule, and a brief description of the firm, including any regional affiliates, if applicable, and biographical data on key personnel, especially those who would be assigned to work under the Contract.

At least three references, other than Kitsap Public Health District, must be provided on the Proposal Form, Exhibit A, authorizing Kitsap Public Health District to contact other customers with regards to the Proposer's previous job performance. A Proposer that is determined to have an unsatisfactory record of performance and/or integrity in connection with the pre-qualification, bidding, or performance phase of any previous contract may be rejected for consideration.

Proposals will be accepted at Kitsap Public Health District's Administrative Office in Bremerton, WA until 1:00 p.m. PST (our clock) Friday, October 18, 2024, and addressed to: April Fisk, Contract Administrator, Kitsap Public Health District, 345 6th St., Suite 300, Bremerton, WA 98337 or by email to april.fisk@kitsappublichealth.org. Late submittals will be rejected and returned to the Proposer unopened after that time.

Should the respondent subsequently become the successful Proposer, the submitted proposal and any attachments will become part of the Contract and the property of Kitsap Public Health District.

ANTICIPATED SCHEDULE¹

ACTIVITY	DATE
Request for Proposals Published	September 25, 2024
Request for Clarifications Deadline	October 4, 2024, 4:30 p.m.
Responses to Clarifications	October 10, 2024, 4:30 p.m.
Proposal(s) Due Date	October 18, 2024, 1 p.m. PST (our clock)
Public Opening of Proposals (via Zoom)	October 22, 2024, 9 a.m.
² Evaluation Committee Meeting Interviews with Most Qualified Proposers	November 4-8, 2024
Preliminary Award(s), Reference Checks, Contract(s) Negotiations	November 12-15, 2024
Health Board Approves Contract(s)	December 3, 2024
Notice Posted on Website of Final Contract(s) Award by Board	December 4, 2024
Contract Term and Performance to Begin General Counsel Legal Services Labor/Employment Legal Services	On or before January 1, 2025

¹The Kitsap Public Health District reserves the right to alter the Anticipated Schedule. This includes extending the Proposal Due Date, by addendum, at any time prior to the announced due date or in the event only a single proposal or no bids are received.

²All qualified firms and their team members must be prepared to make themselves available for a proposal interview at Kitsap Public Health District's Administrative offices at 345 6th St., Suite 300, Bremerton, WA 98337. Proposers who cannot meet this requirement may be considered non-responsive.

Kitsap Public Health District Background

Kitsap Public Health District (KPHD) is the local public health agency for the 280,000 residents of Kitsap County. Our public health professionals work for a safer and healthier community through essential programs and services that prevent injury and disease. Kitsap Public Health District's annual budget for 2024 is approximately \$17 million. The agency was created in 1947 under Washington State Law (RCW 70.46) as the independent municipal corporation responsible for public health in Kitsap County. A 10-member Health Board oversees the budget and policies of the Health District. The Board is comprised of five Kitsap County Council elected officials and five members representing tribes, healthcare, community partners, and public health customers. Public meetings of the Health Board are held monthly.

KPHD is organized into four major divisions. Our Environmental Health Division works to prevent pollution, reduce human exposure to environmental hazards, and ensure safe and clean drinking water. Programs include Water Pollution Identification and Correction, Food and Living Environment, Solid and Hazardous Waste, and Drinking Water and Onsite Sewage. The Community Health Division works to protect and improve the health of families and communities throughout the life course. Programs include Immunizations and General Communicable Diseases, HIV Case Management and Sexually Transmitted Infections, Parent Child Health including Nurse Family Partnership, and Chronic Disease and Injury Prevention. The Public Health Infrastructure Division includes Assessment and Epidemiology, Public Health Emergency Preparedness and Response, Communications, Equity, and Performance Management including quality improvement, workforce development, and accreditation activities. The Administrative Services Division with oversight from the Health Officer and Administrator, includes Information Technology, Finance and Accounting including administrative support services, Human Resources, Risk Management, Health Policy, Public Records, Privacy and Contracts Administration.

The Agency has approximately 130 full-time equivalent (FTE) employees budgeted in 2024. There is one union representing approximately 74% of the Agency's workforce through one collective bargaining agreement covering four separate represented units.

Risk Management

The Kitsap Public Health District participates in a risk-sharing pool for public entities, known as Enduris (www.enduris.us), where more than 475 local governments or special-purpose districts "pool" resources to share risk and reduce cost. The Pool's general objectives are to formulate, develop and administer, on behalf of the member governmental entities, a program of insurance to obtain consistent lower costs for broader coverage and to assist in developing comprehensive loss-control programs. The Pool transfers its risk by buying reinsurance or excess insurance over the Pool's self-insured retention.

Enduris has an internal Risk Management department. It is dedicated to educating members in risk management and helping them to reduce and avoid losses in the areas of property, liability, and employment practices liability. The primary goal is to make every attempt to prevent a loss before it occurs. Services include:

- Review of contracts, lease agreements, facility-use agreements, etc. to ensure the insurance, indemnity and hold harmless language adequately protects members.
- Consultation and research regarding potential risks and how to appropriately transfer risk.
- Educational seminars and continued training to members.
- Consultation regarding special risks and how to mitigate liability.
- Identify and address adverse trends in loss history and offer loss-control measures.
- Free legal advice regarding employment practice liability claim issues.

The District consults with Enduris on a host of employee relations, business and operational matters as well as regularly participates in risk-management training and loss-prevention activities.

Legal Services

In addition to consultation from Enduris, the District contracts for environmental, community health, and employment-related services. The District as a municipal corporation exists under the laws of the State of Washington and conducts its

affairs through a Health Board, which employs a Health Officer and an Administrator. In the absence of any express resolution or direction from the Health Board, contracted law firms may rely upon the directions of the Health Officer or the Administrator or any of the three division directors for the District in the performance of legal services. The authority of the Health Board and the Health Officer are as provided in the laws of the State of Washington (RCW 70.46; RCW 70.05).

Current General Counsel Representation – Kitsap County Prosecutor

The Kitsap County Prosecutor Office has provided general legal assistance, representation and consultation, as well as a review of policies, contracts and grants, and when needed, has attended meetings of the Health Board; advised the Board on policy matters, interpreting applicable laws and reviewing legislative proposals to be considered and approved by the Board; and provided consultation upon request.

An additional element addresses guidance and assistance in defending and pursuing legal claims involving the District, representing the District in litigation and administrative proceedings, and coordinating with outside legal counsel, as necessary. Such work typically involves activities with the Environmental Health Division regarding regulatory responsibilities and enforcement actions as well as with the Community Health Division regarding the control and management of communicable diseases. All criminal proceedings for violation of Health Officer orders and for violation of the Public Health statutes and laws of the State of Washington and District are enforced through use of the services of the Kitsap County Prosecuting Attorney.

Current Labor/Employment Representation - The Summit Law Group

Summit Law Group, a professional limited liability company currently provides labor and employment advice to the Kitsap Public Health District. The District retains Summit Law Group to provide labor and employment advice, coordinate with the District’s bargaining agents and provide annual training sessions. Additionally, the firm coordinates and helps conduct all collective bargaining sessions and represents the District in grievance arbitration and other related litigation in coordination with Enduris.

SECTION A - SCOPE OF WORK - GENERAL COUNSEL

1. DUTIES AND EXPECTATIONS

- 1.01 Act as General Counsel to Kitsap Public Health District and the Kitsap Public Health Board by providing a broad range of legal assistance. General Counsel will provide legal counsel, opinions, consultation, and coordination with staff and Health Board members. General Counsel will provide verbal and written advice and interpretation of municipal corporation law as it applies to Kitsap Public Health District. Such information may involve federal laws as well as State and local statutes and ordinances. Kitsap Public Health District reserves the right to use alternate counsel on a specific case basis.
- 1.02 Typical Duties (not exhaustive):
- Provides legal advice, counsel, services, consultation, and opinions to the Health Board and Agency staff on a wide variety of civil assignments, including but not limited to land use and environmental compliance, development permits, approvals and appeals, compliance with state regulatory agencies, laws against discrimination, nuisance abatement, purchasing and procurement, leasing, purchase and sale of property, public records and disclosure issues, HIPAA and Business Associate Agreements and tort law. The General Counsel's advice includes methods to avoid civil litigation.
 - Furnishes legal representation at Health Board meetings and at other meetings when requested.
 - Appears before courts and administrative agencies to represent the Agency's interests.
 - Represents the agency at Kitsap County District Court related to the issuance of civil infractions for violations of Kitsap Public Health Board ordinances.
 - Advises staff regarding complex enforcement actions as well as prepares staff for hearings, depositions, and subpoenas.
 - Assists Health Board and Agency staff to understand the legal roles and duties of their respective positions and interrelationships with others.
 - Provides the Health Board and Agency staff with guidance as to the Agency's mission, Robert's Rules of Order and procedural matters related to the Health Board and related committees.
 - Prepares legal opinions at the request of the Agency or the Health Board.
 - Provides guidance and assistance in defending and pursuing legal claims against or on the behalf of the Agency.
 - Represents the Agency in litigation and/or potential litigation. This would include preparing staff for testimony or deposition, coordinating documents and exhibits, and the hiring of required subcontractors to further the success of the case.
 - Maintains knowledge of issues facing public health, special purpose districts and Kitsap Public Health District, and be prepared to offer legal opinions.
 - Assists in the review of Kitsap Public Health District ordinances, policies and procedures and makes recommendations.
 - Assists in conducting open government and public records training and other municipal law topics for staff and Health Board members.
 - Provides information and assistance regarding the anticipated promulgation of any State or Federal statutes that may impact Kitsap Public Health District.
 - Aids staff in the interpretation of federal and State statutes associated with the provision of public health services and other applicable laws and regulations governing Kitsap Public Health District as a public municipal corporation.

- Is familiar with all federal and state principal statutes associated with public health.
- Interprets public health law and provides consultation and guidance to the Agency's Health Officer regarding their respective legal authorities and responsibilities, including isolation and quarantine.
- Coordinates with other assigned Agency counsel and risk-sharing pool representatives, as needed, to ensure proper management of legal issues, and proper coordination and transition of legal issues among the parties.

1.03 Specific Duties:

- Attends monthly meetings of the Kitsap Public Health Board and Board subcommittee meetings, work sessions or advisory committee meetings when requested.
- Convenes the Health Board in Executive Session as needed and pursuant to state statutes.
- Drafts, prepares, reviews, amends, and approves staff reports, ordinances, and resolutions, interlocal agreements, contracts, and other legislative documents to be considered and approved by the Kitsap Public Health Board.
- Reports to and receives assignments from the Administrator or delegated authority. The Health Board may also contact the General Counsel with its own inquiries, and Counsel is well authorized to respond to those inquiries.

1.04 Excluded Duties:

- Instituting any criminal proceedings on behalf of the Agency. All criminal proceedings for violation of Health Officer orders and for violation of the Public Health statutes and laws of the State of Washington and District are enforced through use of the services of the Kitsap County Prosecuting Attorney.
- Providing any advice or representation to the Agency on labor, labor negotiations, employment or personnel matters unless specifically requested by the Administrator or delegated authority.
- Representing or advising Agency staff where the interest of the Agency employee may conflict with that of the Agency.
- Providing legal services where the Agency has insurance coverage that provides for legal services and the Agency has tendered the defense to the insurance carrier. Provided, however, the General Counsel shall monitor the legal action on behalf of the Agency and may be retained by the Agency's insurance provider to provide such legal services, or may pursue claims against the Agency's insurance company as needed to ensure the Agency's rights under the contract of insurance are provided.

2. MINIMUM QUALIFICATIONS

- 2.01 The firm, and attorney(s) assigned to perform work under the Contract, must have a history of providing excellent representation to clients, reasonable case preparation, provision of adequate client advice, and excellent litigation skill. These qualifications should be described in the submitted proposal.
- 2.02 Proposers must be a licensed member of the Washington State Bar Association (WSBA) and be a member of good standing in the WSBA. The selected firm will be required to declare that it will represent Kitsap Public Health District to the exclusion of all other clients having potential conflicts with the interests of Kitsap Public Health District.
- 2.03 Unless good cause is shown, no Proposer may provide services under a contract with Kitsap Public Health District if that Proposer has been removed from representation in a case by order of the court for failure to perform basic services necessary to the case or the client, or in any manner has been found to be ineffective by either an ethics panel or by an appellate court.

2.04 Professional liability insurance must be maintained for all acts that occur pursuant to the Contract. A Certificate of Insurance naming Kitsap Public Health District as Additional Insured by endorsement will be secured and submitted with the completed contract documents for approval by Kitsap Public Health District prior to commencement of any work under the Contract. Such insurance may not be canceled, reduced in coverage or limits, or non-renewed except after thirty (30) days written notice has been given to Kitsap Public Health District. Insurance coverage shall be with reliable companies authorized to do business in the State of Washington.

3. DESIRED QUALIFICATIONS

3.01 Substantial knowledge and experience in the interpretation of state laws as they relate to municipal corporations, municipalities, Washington State public health agencies including Health Districts. (e.g., RCW 70.05, RCW 70.46)

3.02 Experience in initiating and responding to administrative and legal appeals, including quasi-judicial proceedings involving local and state jurisdictional authorities.

3.03 Experience in all aspects of contract law.

3.04 Substantial experience in working with agencies and public boards with multi-million-dollar annual budgets.

3.05 An understanding of local social and political conditions within Kitsap County.

SECTION B - SCOPE OF WORK - LABOR AND EMPLOYMENT LEGAL SERVICES

1.0 DUTIES AND EXPECTATIONS

1.01 Act as Labor/Employment Counsel to Kitsap Public Health District and the Kitsap Public Health Board by providing a broad range of labor and employment assistance, with a focus in state of Washington public sector labor law. Labor/Employment Counsel will provide legal counsel, opinions, consultation and coordination with staff and Health Board members. Labor/Employment Counsel will provide verbal and written advice and interpretation of labor and employment law as it applies to Kitsap Public Health District. Such information may involve federal laws as well as state and local statutes and ordinances. Kitsap Public Health District reserves the right to use alternate counsel on a specific case basis.

1.02 Typical Duties (not exhaustive):

- Provides labor and employment advice, consultation, and recommendations; serve as a “hotline” for ad hoc employment matters.
- Provides routine communication to the Agency’s bargaining agents, as needed, to anticipate/resolve issues that arise.
- Develops collective bargaining strategy in collaboration with Agency staff.
- Acts as Chief Negotiator in collective bargaining sessions.
- Leads or co-leads management teams in collective bargaining sessions.
- Drafts, reviews, and approves employee and/or labor policies and contracts.
- Represents the Agency in grievance, mediation, arbitration hearings and/or other employment hearings.
- Prepares staff for depositions, subpoenas, and hearings.
- Advises Agency staff regarding the discipline and dismissal of employees.
- Provides preventive legal/risk management services to the Health Board and Agency staff, including conducting trainings, workshops and providing other materials to help inform and/or mitigate Agency employment and labor risk.
- Conducts investigations.

1.03 Excluded Duties:

- Providing any advice or representation to the Agency on general counsel related matters unless specifically requested by the Director or delegated authority.
- Representing or advising Agency staff where the interest of the Agency employee may conflict with that of the Agency.
- Providing legal services where the Agency has insurance coverage that provides for legal services and the Agency has tendered the defense to the insurance carrier. Provided, however, the Agency’s labor/employment law representative shall monitor the legal action on behalf of the Agency and may be retained by the Agency’s insurance provider to provide such legal services, or may pursue claims against the Agency’s insurance company as needed to ensure the Agency’s rights under the contract of insurance are provided.

2. MINIMUM QUALIFICATIONS

- 2.01 The firm, and attorney(s) assigned to perform work under the Contract, must have a history of providing excellent representation to clients, reasonable case preparation, provision of adequate client advice, and excellent litigation skill. These qualifications should be described in the submitted proposal.
- 2.02 Proposers must be a licensed member of the Washington State Bar Association (WSBA) and be a member of good standing in the WSBA. The selected firm will be required to declare that it will represent Kitsap Public Health District to the exclusion of all other clients having potential conflicts with the interests of Kitsap Public Health District.
- 2.03 Unless good cause is shown, no Proposer may provide services under a contract with Kitsap Public Health District if that Proposer has been removed from representation in a case by order of the court for failure to perform basic services necessary to the case or the client, or in any manner has been found to be ineffective by either an ethics panel or by an appellate court.
- 2.04 Professional liability insurance must be maintained for all acts that occur pursuant to the Contract. A Certificate of Insurance naming Kitsap Public Health District as Additional Insured by endorsement will be secured and submitted with the completed contract documents for approval by Kitsap Public Health District prior to commencement of any work under the Contract. Such insurance may not be canceled, reduced in coverage or limits, or non-renewed except after thirty (30) days written notice has been given to Kitsap Public Health District. Insurance coverage shall be with reliable companies authorized to do business in the State of Washington.

3. DESIRED QUALIFICATIONS

- 3.01 Experience with Washington public sector labor law.
 - 3.02 Experience with Washington State Public Employment Relations Commission (PERC).
 - 3.03 Federal and state labor laws.
 - 3.04 Grievance, mediation, arbitration processes.
 - 3.05 Investigation processes.
 - 3.06 Experience with the following union groups:
 - Professional & Technical Employees / Local 17 (PROTEC17)
 - 3.07 Experience with interest-based bargaining with classification and compensation
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INSTRUCTIONS TO PROPOSERS AND GENERAL PROVISIONS

GP 1.00 INSTRUCTIONS TO PROPOSERS

These instructions apply to proposals for Section A and Section B. The proposals will be evaluated separately for each Section. **Please clearly distinguish the Section to which you are responding.** For example, if responding to proposals for Section A and Section B, clearly identify each section response.

- 1.01 By submitting a proposal in response to this solicitation, Proposers agree to be bound by all legal requirements and contract terms and conditions contained in this RFP. Failure to include any of requested information and properly completed forms and documents may be cause for immediate rejection of the proposal.
- 1.02 Proposals will be received by the Kitsap Public Health District until the date and time indicated. Kitsap Public Health District reserves the right to accept or reject any and all submitted proposals, or any item or part thereof; to waive informalities and minor irregularities in proposals; to decline award based on available funding for the Contract; and to award in whole or in part to the most responsive and responsible Proposer, whichever is in the best interest of Kitsap Public Health District.
- 1.03 All proposals and submissions become the property of Kitsap Public Health District.
- 1.04 Kitsap Public Health District may obtain clarification of any point in submitted proposals or request additional information, if necessary, to properly evaluate proposals. Proposers must be prepared to present necessary evidence of experience, ability, service facilities and financial standing to satisfactorily meet the requirements set forth or implied in the Proposal. Failure of a Proposer to respond to such a request for additional information or clarification may result in rejection of that proposal.
- 1.05 Proposers must be fully insured to conduct business in the State of Washington and licensed for business in their state of residence, in Bremerton, WA, and in Washington State.
- 1.06 Kitsap Public Health District reserves the right to alter the Anticipated Schedule. This includes extending the Proposal Due Date, by addendum, at any time prior to the announced due date or in the event only a single proposal or no bids are received.
- 1.07 Any proposal may be withdrawn, upon written request of the Proposer, at any time prior to the set Proposal Due Date and time. No proposal may be withdrawn after this date and time unless the award is delayed for a period exceeding sixty (60) days.
- 1.08 Except as otherwise provided for herein, proposals that are incomplete or that are conditioned in any way or contain erasures, alterations, or items not called for in the Proposal or that are not in conformance with the law, may be rejected as non-responsive.
- 1.09 Kitsap Public Health District reserves the right to make award within sixty (60) calendar days from the date of Proposal closing. Should award, in whole or part, be delayed beyond the period of sixty (60) days, such award shall be conditioned upon Proposer's acceptance.
- 1.10 Submitted proposals shall be conclusive evidence to Kitsap Public Health District that the Proposer has thoroughly examined and understands all requirements of the Proposal and the work to complete the Contract. The failure or neglect of a Proposer to receive or examine any proposal document, or any part thereof, shall in no way relieve the Proposer from the obligations with respect to its Proposal or to the Contract. No claim for additional compensation shall be allowed that is based upon a lack of knowledge of any proposal

INSTRUCTIONS TO PROPOSERS AND GENERAL PROVISIONS

document.

1.11 Kitsap Public Health District will not be liable for any costs incurred by respondents in replying to this solicitation.

1.12 Communications with Kitsap Public Health District:

a) Proposers who seek to obtain information, clarification, or interpretations from contacts other than the Contracts Administrator are advised that such material is used at the Proposer's own risk, and that Kitsap Public Health District shall not be bound by any such representations and such action may result in rejection of the Proposal.

b) All communications concerning this solicitation must be submitted in writing using the "Request for Clarifications" form, Exhibit E, and either emailed, mailed, or hand-delivered to:

Kitsap Public Health District
April Fisk, Contracts Administrator
345 6th St., Suite 300, Bremerton, WA 98337
E-mail: april.fisk@kitsappublichealth.org

c) Kitsap Public Health District's response to inquiries shall be by written addendum to ALL prospective Proposers. Proposers must understand that any addenda issued could substantially change the Scope of Work for this RFP. All addenda issued shall be considered a part of the Proposal and thereby incorporated into the Contract. Proposers must ensure that they have received all addenda by contacting the Contracts Administrator prior to the Proposal Due Date. **Proposers MUST indicate that they have received all issued addenda on Exhibit A in their submitted proposal. Failure to acknowledge receipt of addenda issued may invalidate a proposal as non-responsive.**

1.13 Proposal Contents:

a) Proposals must be received on Exhibit A attached herein, including required forms and additional information attached as desired. (Please be sure to reference the part or subpart to which you are referring.)

b) Proposals must be prepared simply and economically, with emphasis placed on completeness and clarity of content. A straight-forward, concise description of your firm's capabilities to satisfy the requirements of the request should specifically address the Evaluation Criteria listed within this RFP.

c) A staple in the upper left corner of your submittal packet is preferred. Extraneous presentation materials such as elaborate artwork, corporate brochures, lengthy narratives, expensive paper, specialized binding, etc. are neither necessary nor desired.

d) If mailing or hand-delivering your Proposal, submit ONE original and THREE copies of your completed and signed Proposal in a sealed envelope clearly marked LEGAL SERVICES RFP. Mail or hand-deliver the Proposal to: Kitsap Public Health District, Attn: April Fisk, Contracts Administrator, 345 6th St., Suite 300, Bremerton, WA 98337. Proposals may be emailed to april.fisk@kitsappublichealth.org with originals of notarized pages mailed.

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e) Proposals must be received at Kitsap Public Health District's office in Bremerton, WA no later than 1:00 p.m. PST (our clock) Friday, October 18, 2024.

f) Kitsap Public Health District will not be responsible for any costs incurred by consultants in preparing, submitting, or presenting their response to this RFP.

1.14 Submission Requirements: Written proposals must encompass the following sections:

a) History of the firm.

b) Statement of types and scope of services performed by your firm and how they relate to the duties and qualifications required of this RFP (such as construction law, contract law, land use, defending and pursuing claims on behalf of the Agency and/or labor law).

c) A description of related municipal and general counsel experiences, indicating clients of similar makeup to Kitsap Public Health District for which you provide services.

d) Statement of recent cases (within the last two years) that were represented by your firm and the outcome.

e) A list of references, other than Kitsap Public Health District, knowledgeable of your firm's municipal and public health related work and/or labor and employment work. Please include telephone numbers and addresses.

f) List of personnel, with Curriculum Vitae, who would be assigned to the Contract.

g) Statement of your COMPLETE fee schedule per year for the two initial contract years and two two-year optional periods. Hourly rates would include all overhead, indirect costs, travel, and any other miscellaneous expenses.

h) Availability for timely responses to Kitsap Public Health District requests.

i) Forms (attached exhibits).

INSTRUCTIONS TO PROPOSERS AND GENERAL PROVISIONS

1.15 Proposals as Public Records:

Except to the extent permitted by Washington State public disclosure laws RCW Chapter 42.17, Kitsap Public Health District will regard submittals as public records, which will be available for public inspection and/or copying after a contract is awarded with the selected company, regardless of any markings or notices contained in the submittal documents. Information will not be released by Kitsap Public Health District prior to contract award in order to protect the integrity of the procurement process, unless otherwise required by law.

If a Proposer considers portions of its proposal to be protected under Washington State law, the Proposer shall clearly identify and mark such portions as "CONFIDENTIAL" or "PROPRIETARY" and submit such portions in a sealed envelope separate from the rest of the proposal. Kitsap Public Health District shall not release or divulge such information to third parties without the consent of the Proposer, unless required to do so by applicable law or order of a court of competent jurisdiction. Kitsap Public Health District assumes no responsibility or liability for any losses or damages that may result from the information contained in the Proposal.

If a member of the public demands to review portions of a proposal marked "Confidential," Kitsap Public Health District will notify the affected Proposer prior to releasing such portions. It will be the responsibility of the Proposer to protect the confidentiality of any information submitted in the Proposal and the Proposer shall take such legal actions as it may determine to be necessary to protect its interest. If the Proposer has not commenced such actions within five calendar days after receipt of the notice, Kitsap Public Health District will make the requested portions available for review and copying by the public. The Proposer will assume all liability and responsibility for any information declared confidential and shall defend and hold Kitsap Public Health District harmless for any cost, penalties, and/or fees (including reasonable attorney fees) incurred in any action regarding the disclosure of said information.

By submitting a proposal, the Proposer has thereby agreed to the provision of this section.

GP 2.00 METHOD OF PROCUREMENT

- 2.01 The contract(s) will be awarded to the Proposer(s) whose proposal(s) will be the most advantageous to Kitsap Public Health District in terms of the Evaluation Criteria stated in GP 3.00 below. In the event a Proposer submits for general counsel and labor/employment counsel, at its sole discretion the District may award general counsel and labor/employment counsel separately.

Kitsap Public Health District reserves the right to award a contract to more than one firm for legal services when a conflict of interest exists with Kitsap Public Health District's primary legal counsel.

- 2.02 Proposals will be publicly opened via Zoom, and names of firms, cost, or other information submitted in response to this RFP will remain strictly confidential until a contract is fully executed.

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2.03 The basic steps in the competitive process are as follows:

- a) Kitsap Public Health District determines the relative importance of all the evaluating factors pertinent to the Request for Proposals and lists them in order of priority. This has been done and is reflected as the criteria provided in GP 3.00 below. Note: the numerical weights will remain confidential. The Evaluation Criteria can only be modified by an addendum.
- b) Kitsap Public Health District issues a Request for Proposals containing the specifications that describe the actual minimum needs and that also advises the prospective Proposers of the criteria upon which the proposals will be evaluated.
- c) By the date specified previously, qualified Proposers submit sealed proposals.
- d) Proposals will be opened by the Contracts Administrator and examined to make a preliminary determination of responsiveness to the requirements of this RFP. Any non-responsive proposals may not be further evaluated. Kitsap Public Health District, in its sole discretion, reserves the right to accept or reject any or all proposals submitted.
- e) The Contracts Administrator may, at this time, email a Reference Request form to the Proposer's references requesting a response, and research or validate the Contractor's Industrial Insurance payment record, Better Business Bureau rating, business registration, and debarment status. This information will be supplied to the Evaluation Committee for their consideration of the Proposer's responsibility.
- f) An Evaluation Committee will be organized to evaluate each proposal for content and conformity to the Scope of Work requested and according to each criterion listed below on a scale of 1-10. The Administrator, or designee, will serve as the mediator of the proceedings.
- g) The Evaluation Committee will review each proposal in a private committee meeting to consider all the material submitted by the Proposer to determine whether the offer is responsive to the proposal requirements. A final determination of responsiveness will be made. Non-responsive proposals may be rejected and not further evaluated. All remaining responsive proposals will be evaluated in accordance with the criteria and scores determined for each.
- h) Reference information, previously researched and gathered by the Contracts Administrator, will be reviewed and/or the Proposer's references may be contacted by phone. These references, along with the business information, will contribute to the Committee's determination of the Proposer's responsiveness. Submittals from Proposer's determined to be non-responsive will be rejected and not evaluated further. NOTE: Kitsap Public Health District reserves the right to determine a Proposer non-responsive at any time prior to or after award of the contract if new information becomes available.
- i) At any point during the evaluation process, the Committee may request supplemental material from Proposers to substantiate or clarify information submitted in the RFP. If there is any conflict between the Scope of Work and the submitted proposal, or any other attachments and submissions by the Proposer, the

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RFP shall control. All supplemental material submitted will become part of the Contract upon award.

- j) Individual Committee scores for each Proposer will be forwarded to the Administrator for tallying to arrive at an average point score for each Proposer in each criterion. This average score will then be applied to a non-disclosed numerical weight for each criterion to arrive at a final score. This process will result in a rank ordering of firms falling within the competitive range.
- k) The Evaluation Committee will convene to evaluate the ranking of firms. The Evaluation Committee will use the rankings to determine which proposals fall within a competitive range. The competitive range will depend upon the results of the rankings. It may be a clustering of proposals having final scores close to one another but widely separate from the others or it may be those proposals that attain scores exceeding a certain threshold.
 - 1) Proposers falling within the competitive range will be invited for an interview with the Evaluation Committee to discuss all aspects of their Proposal and answer specific questions. These questions may be provided in advance in writing and/or be oral. The purpose of each interview will be to clarify and assure understanding of the requirements of the contract, improve the technical aspects of the offer in an effort to better meet specifications and/or reduce the price, question any cost data provided and any such discussion relevant only to each proposal separately that may improve the proposal both technically and economically for Kitsap Public Health District. The interview will provide guidance to the Proposer on how their Proposal may be adjusted to better fulfill the needs and requirements of Kitsap Public Health District
 - 2) Proposers will only be told that their proposal was ranked within the competitive range and will not be told how they ranked among other Proposers, nor the number of firms within the competitive range. Following interviews, no information will be discussed with the competitors or anyone outside the Evaluation Committee.
 - 3) All proposals of firms interviewed will be re-scored against the criteria, based on information received. The firm that scores the most points on this second round will be recommended to the Kitsap Public Health Board for contract award.
- l) Upon written request, unsuccessful Proposers will be informed, in general terms only, of the reasons for non-acceptance of their proposals.

INSTRUCTIONS TO PROPOSERS AND GENERAL PROVISIONS

- 2.04 Kitsap Public Health District will consider all the material submitted by the Proposer and other evidence it may obtain otherwise, to determine whether the Proposer is capable of and has a history of successfully completing contracts of this type, including but not limited to:
- a) That it is skilled and regularly engaged in the general class or type of work called for under the Contract.
 - b) That it has the requisite experience and ability, sufficient capital, facilities, and personnel to enable it to prosecute the work properly and successfully and to complete it within the time stated in its proposal.
 - c) That it has performed satisfactorily other contracts of like nature, magnitude, and comparable difficulty and at comparable rates of progress.
 - d) That it has significant standing with the WSBA.
- 2.05 Failure to Execute Contract: Should the awarded Contractor fail to execute a contract within the terms and conditions herein, Kitsap Public Health District may withdraw the award and contact the next highest Proposer for award recommendation. Should events give rise to this instance, the Proposer failing to execute a contract may be removed from Kitsap Public Health District's Bid List for any future contracting opportunities.

GP 3.00 EVALUATION CRITERIA FOR SECTION A (listed in order of importance):

1. Qualifications, experience, and education in the appropriate specialties of personnel assigned to work the contract.
2. Demonstrated knowledge of State laws relating to municipal corporations, particularly Health Districts.
3. Knowledge of federal laws, state laws, and local ordinances relating to public health.
4. Cost of services (initial two-year term and two option periods).
5. Qualifications, experience, and reputation of firm for satisfactory work judgment, integrity, and reliability.
6. Experience working with clients similar in size and/or structure to Kitsap Public Health District.
7. Understanding of local social and political conditions within Kitsap County.
8. Workload and size of firm in relation to work required by Kitsap Public Health District.
9. Responsiveness and overall ability to meet Kitsap Public Health District's needs.

GP 3.01 EVALUATION CRITERIA FOR SECTION B (listed in order of importance):

1. Qualifications, experience, and education in labor/employment specialties of personnel assigned to work the contract.
2. Qualifications, experience, and reputation of firm for satisfactory work judgment, integrity, and reliability.
3. Knowledge of federal laws, state laws, and local ordinances relating to employment and labor law.
4. Cost of services (initial two-year term and two option periods).
5. Experience working with clients similar in size and/or structure to Kitsap Public Health District.
6. Understanding of regional labor conditions within western Washington and other local health jurisdictions.
7. Workload and size of firm in relation to work required by Kitsap Public Health District.
8. Responsiveness and overall ability to meet Kitsap Public Health District's needs.
9. Demonstrated knowledge of State laws relating to municipal corporations, particularly Health Districts.

INSTRUCTIONS TO PROPOSERS AND GENERAL PROVISIONS

GP 4.00 PROCEDURE WHEN ONLY ONE PROPOSAL IS RECEIVED

If only a single responsive proposal is received, Kitsap Public Health District has the right, in its sole discretion, to extend the proposal acceptance period for up to an additional sixty (60) days. Kitsap Public Health District is not obligated to accept the single proposal; Kitsap Public Health District reserves the right to reject such proposal or any portion thereof.

EXHIBIT A
PROPOSAL FORM

PART 1 - INSTRUCTIONS

This section, EXHIBIT A, will be your Proposal for Section A and Section B (please clearly identify the Section(s) you are submitting).

ANSWER EACH PART DIRECTLY ON THIS FORM IN THE SPACES PROVIDED. (Documents may be attached as needed.) Do not leave an item blank or your proposal may be considered non-responsive. Mark spaces that do not apply to your firm with the initials N/A (Not Applicable). If including attachments, please keep responses limited to 200 words or less (approx. one page). Clearly mark any attachments with the phrase RFP, Exhibit A and organize the attachment by clearly numbering the sections according to which subpart you are answering; for example: Part 5.1 or Part 6.2, etc.

NOTE: Electronic versions of this form must be signed before submittal

PART 2 - ADMINISTRATIVE INFORMATION

Business Name, as registered: _____
Type of Business (sole proprietorship, partnership, corporation, other): _____
Name & Title of person preparing proposal: _____
Mailing Address, including Zip Code: _____
Physical Address, including Zip Code: _____
Telephone including Area Code: _____
E-mail Address: _____
Federal Tax Identification Number: _____
WA Unified Business Identification (UBI) Number: _____
WA Industrial Insurance Account Identification Number: _____
Disadvantaged Business Enterprise (DBE) or MBE Certification Number: _____

Exhibit A

PART 3 - INSURANCE COMPANY

Minimum Amounts of Insurance:

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, and a \$2,000,000 products-completed operations aggregate limit.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

Name of Company: _____

Name of Insurance Agent: _____

Telephone, including Area Code: _____

Exhibit A

PART 4 - RECEIPT OF ADDENDA

4.1 Check Kitsap Public Health District website prior to filling out this section to verify whether Addenda have been posted.

FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDA MAY RESULT IN YOUR PROPOSAL BEING CONSIDERED NON-RESPONSE.

4.2 Receipt of the following addenda are acknowledged:

Addendum No.:__ Received By: _____ Date: _____
Addendum No.:__ Received By: _____ Date: _____
Addendum No.:__ Received By: _____ Date: _____
Addendum No.:__ Received By: _____ Date: _____

4.3 No Addenda Received (initial)

PART 5 - REFERENCES

By completing this section, you give Kitsap Public Health District permission to contact the following references regarding prior job performance.

Three references are required. Do not list Kitsap Public Health District as a reference. Each reference must include:

- Company Name
- Contact Name
- Type and duration of service performed
- Address
- Phone/Fax
- Email

You may list references here or attach as a document and label RFP, Exhibit A, Part 5.

Exhibit A

PART 6 - QUESTIONNAIRE

6.1 History

Provide a brief historical background of your firm. Include the physical location of your firm(s) closest to Bremerton, WA.

6.2 Services

List the types of services or specialties performed by your firm and describe how well these services relate to the Scope of Work required of this solicitation. Include experience with other municipal corporations similar in size or structure to Kitsap Public Health District and how the firm proposes to provide the required legal services.

6.3 Capability

Provide a statement of recent cases that were represented by your firm in the last two years and the outcome. Proposer should state if the firm will represent Kitsap Public Health District to the exclusion of all other clients having potential conflicts with the interests of Kitsap Public Health District, and if not, how it proposes to deal with potential conflicts. Proposers must disclose any conflicts. Describe your firm's understanding of local social and political conditions within Kitsap County.

6.4 Qualifications

Describe the ability, capacity, and skills possessed for providing general counsel legal and/or employment/labor counsel if responding to the Additive Alternate services to Kitsap Public Health District.

6.5 Assigned Personnel

Submit Curriculum Vitae for the individual(s) particularly suited for working with Kitsap Public Health District under this Contract. If your firm is a small business or sole proprietorship, you must still include a brief biographical summary of key staff, even if that consists solely of yourself. Explain how Kitsap Public Health District will be served by this relationship.

6.6 Response Time

Describe your current case load and how many hours a week you spend on your present case load. What would a typical response time be for requests from Kitsap Public Health District and how you will integrate new cases into your existing caseload? What, if any, adjustments will be made?

Exhibit A

PART 7 - FEE SCHEDULE

Proposers must price the initial two-year term of the Contract with firm, fixed hourly rates. The two additional two-year extensions to be contemplated must also be included in your fee schedule. The fee schedule must include a description of service, and items included in the hourly rate.

Beginning with the first two-year option period, the rates proposed may be increased. The Contractor may submit a written request for an increase, explaining the reason why and how the figures were arrived at. The same procedure must also be used for the second and final two-year option period.

Please attach your fee schedule document and label as RFP, Exhibit A, Part 7.

EXHIBIT B

AFFIDAVIT CONCERNING NON-COLLUSION, SEGREGATED FACILITIES, AND OTHER ASSURANCES

I/WE CERTIFY:

THAT to the best of my/our knowledge and belief, the Scope of Work and Instructions to Proposers and General Provisions for Kitsap Public Health District's RFP have been examined and read.

THAT the Proposer thoroughly understands:

- The procedure and instructions of this Request for Proposals
- The work embraced under this Contract
- The terms and conditions of the resulting contract
- The criteria upon which our Proposal will be evaluated
- That I/we have the legal authority to commit this agency to a contractual agreement
- That our submitted Proposal will become part of the public record
- That final funding for any project is based upon budget amounts approved by the Kitsap Public Health Board.

THAT all foregoing statements are true and correct and include all material information necessary to identify and explain the operation of _____ (Name of Proposer), as well as the ownership thereof.

Further, the undersigned agrees to provide Kitsap Public Health District complete and accurate information regarding actual work performed on Kitsap Public Health District projects; the payment thereof and proposed changes, if any, of the foregoing arrangements; and to permit the audit and examination of books, records and files of the named Proposer. Any material misrepresentation will be grounds for terminating any contract that may be awarded and for initiating action under federal and State laws concerning false statements. The Proposer further agrees to abide by the conditions and terms set forth in the proposal documents.

THAT in connection with this Proposal the prices and/or cost data have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition and that the proposal herewith submitted is a genuine and not a sham or collusive proposal, or made in the interest of or on behalf of any person not therein named; and further states that the said Proposer has not directly or indirectly induced or solicited any proposer on the above work or supplies to put in a sham proposal, or any other person or corporation to refrain from proposing; and that said Proposer has not in any manner sought by collusion to secure to himself an advantage over any other proposers.

EXHIBIT B

AFFIDAVIT CONCERNING NON-COLLUSION, SEGREGATED FACILITIES, AND OTHER ASSURANCES

THAT the Proposer or their firm does not and will not maintain nor provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under its control where segregated facilities are maintained. The Proposer agrees that a breach of this certification will be a violation of the Equal Opportunity and Civil Rights clause in any contract resulting from acceptance of this Proposal. As used in this Certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Note: The penalty for making false statements in proposal is described in 18 U.S.C. 1001.

Authorized Signature _____
Date _____
Printed Name & Title _____
Company Name _____

State of _____
County of _____
Subscribed and sworn/affirmed to before me this _____ day of _____, 20_____.

Notary Public in and for the State of Washington (signature)

EXHIBIT C

AFFIDAVIT CONCERNING CONFLICT OF INTEREST AND ANTI-KICKBACKS

In regard to any to performance of work or the provision of services or materials under a contract resulting from this Proposal the undersigned, being first duly sworn on oath, states on behalf of the Proposer:

A. Conflict of Interest

1. That no officer, employee, Board member, agent of Kitsap Public Health District, or family member of same shall have or acquire any personal interest in this submittal, or have solicited, accepted or granted a present or future gift, favor, service, or other thing of value from or to any person involved in this submittal and that no such gratuities were offered or given by the Proposer or any of its agents, employees or representatives, to any official, member or employee of Kitsap Public Health District or other governmental agency with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the awarding or performance of the resultant Contract.
2. That the Proposer has thereby covenanted, and by this Affidavit does again covenant and assure, that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, which conflicts in any manner or degree with the services required to be performed under such a Contract and that it shall not employ any person or agent having such interest. In the event that the Proposer, as Contractor, or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to Kitsap Public Health District and take immediate action to eliminate the conflict or to withdraw from said Contract, as Kitsap Public Health District may require.

B. Contingent Fees and Gratuities

1. That no person or selling agency, except bona fide employees or designated agents or representatives of the Proposer, has been employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.
2. That no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of Kitsap Public Health District or other governmental agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.

Authorized Signature _____

Date _____

Printed Name & Title _____

Company Name _____

State of _____

County of _____

Subscribed and sworn/affirmed to before me this _____ day of _____, 20_____.

Notary Public in and for the State of Washington (signature)

EXHIBIT D

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

The Proposer, _____ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
2. 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 connection 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 statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
4. Have not within a three-year period preceding this proposal had one or more public transactions (federal, State, or local) terminated for cause or default.

[If the Proposer is unable to certify to any of the statements in this certification, the Proposer shall attach an explanation to this certification.]

THE PROPOSER, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 USC SECTIONS 3801, ET SEQ. ARE APPLICABLE THERETO.

Authorized Signature _____

Date _____

Printed Name & Title _____

Company Name _____

State of _____

County of _____

Subscribed and sworn/affirmed to before me this _____ day of _____, 20_____.

(signature)
Notary Public in and for the State of Washington

EXHIBIT E

**EXHIBIT E
REQUEST FOR CLARIFICATIONS FORM**

Use this form to request changes to contract documents or to clarify the meaning of items in the Scope of Work.

Email this form to april.fisk@kitsappublichealth.org

**MUST BE RECEIVED BY KITSAP PUBLIC HEALTH DISTRICT
NO LATER THAN 4:30 P.M. PST (our clock)
October 4, 2024**

Company Name: _____

Email: _____

Phone: _____

Document Reference

Specifications - Page # Section #

Instructions to Proposers / General Provisions - Page # Section #

Contract Documents - Page # Section #

Bid Form - Page # Section #

Other

Proposer's Question or Request for Clarifications: (Attach additional sheets if necessary)

Submitted By: _____

Authorized Signature _____

Date _____

Kitsap Public Health District Response:

Written Response to questions attached;

Emailed and Posted to website on _____

Proposer's Request \longrightarrow Approved: _____ Denied: _____ Question answered: _____

Kitsap Public Health District Comments: