

Date: January 2, 2018  
To: All Interested Parties



**SUBJECT:**

Request for Proposal: Swift Creek High School – Certified Nursing Assistant Course/Instructor Services

LINCOLN COUNTY SCHOOL DISTRICT #2 is requesting proposals from interested parties to provide a Certified Nursing Assistant Course at Swift Creek High School.

All documents enclosed are to be considered an integral part of this request for proposal. Please read carefully all information contained in the RFP document. Any requirement set forth in any attachment is to be adhered to fully.

Interested parties are invited to submit this completed document on or before 11:00 a.m. on Monday, January 15, 2018. The proposal should be sealed in an envelope clearly marked with "RFP: Swift Creek High School – CNA Course / Instructor Services.

The proposal should be delivered to:  
LCSD#2 District Office  
360 S. Jefferson  
Afton, WY 83110

Proposals will not be accepted at any other location nor via email, fax, or any other electronic means. Any proposal received after the time designated above will be returned unopened. Nothing herein is intended to exclude any responsible bidder or in any way restrain or restrict competition. All bidders are encouraged to submit proposals.

LINCOLN COUNTY SCHOOL DISTRICT #2 plans to select a qualified bidder based on the requirements set forth herein and pursuant to procurement regulations of the State of Wyoming. The awarding authority for this contract is the LINCOLN COUNTY SCHOOL DISTRICT #2 School Board of Trustees. LINCOLN COUNTY SCHOOL DISTRICT #2 reserves the right to reject any or all proposals submitted. If you have any questions concerning this Request for Proposal, submit them in writing to Jason Horsley at the above address or email [jhorsley@lcsd2.org](mailto:jhorsley@lcsd2.org).

Signature on final page and initial on bottom right hand corner of each page binds CONTRACTOR to all listed specifications.

Issued by: LINCOLN COUNTY SCHOOL DISTRICT #2  
Enclosures

## CONTENTS

The cover letter (Request for Proposal) and each section attached as listed below constitute this Request for Proposal. All potential bidders will be required to adhere to all requirements, schedules, terms and conditions as set forth in these sections.

Section I: Scope of Services

Section II: RFP Schedule

Section III: Proposal Components Required from CONTRACTOR (after awarding of the bid)

Section IV: Evaluation Criteria

Section V: Terms and Condition

Section VI: Call to Bid

Attachment 1: Background Check

### SECTION I- Scope of Services

It is the intent of LINCOLN COUNTY SCHOOL DISTRICT #2 to establish a contract for Certified Nursing Assistant Course/Instructor services. The successful bidder shall provide Certified Nursing Assistant Instruction for students enrolled in LINCOLN COUNTY SCHOOL DISTRICT #2. (Primarily Swift Creek High School)

General Requirements:  
LINCOLN COUNTY SCHOOL DISTRICT #2  
Swift Creek High School  
Certified Nursing Assistant Course / Instructor Services

#### Duties:

- Provide all necessary equipment for a Certified Nursing Assistant Course (CNA)
- Provide a Certified CNA instructor also certified through Wyoming Professional Teaching Standards Board
- Provide Certified Nursing Assistant instruction for students attending Swift Creek High School
- Work with Swift Creek High School Administration to determine the curriculum to be used for the course
- Work with Swift Creek High School Administration to determine a schedule for instruction that can lead to successful completion of the CNA course
- Provide supervision during clinical requirements during the CNA course
- Advise students about vocational career pathways as they relate to CNA training
- Keep inventory and order supplies
- Meet regularly with district administration to evaluate the program
- Consult with medical providers to provide required clinical training and opportunities for LCSD2 students

### SECTION II- RFP Schedule

- 1/3/18: RFP is issued
- 1/15/18: Sealed bids due on or before 11:00 am MST to: District Office, 360 S. Jefferson, Afton, WY 83110. Attention: "RFP: Swift Creek High School – CNA Course/Instructor"
- Any bids received after cut off time will be refused by the district and returned to sender- (Note: package delivery vendors will not always guarantee next day delivery to this region)
- School Board will award CONTRACTOR bid after approval during the February 2018 Board Meeting
- CONTRACTOR will guarantee bid for 45 days

### **SECTION III- Proposal Components Required from CONTRACTOR (after awarding of the bid)**

Prior to February 10, 2018: The CONTRACTOR will complete "background checks" for any individual provider entering LCSD2 schools to work with students employed by the CONTRACTOR. The CONTRACTOR will provide assurance of background check for all providers working with LCSD2 students. Costs of the background check are with the CONTRACTOR.

Any new hires with the CONTRACTOR that would be used to provide services to students in LCSD2 would need to have a completed background check, with information provided to the District Office prior to being eligible to provide services.

The background check is in addition to completing Attachment A.

1. Prior to February 10, 2018: CONTRACTOR will provide the district with a (proposed) monthly billing/service log format.
2. Prior to February 10, 2018: Submit names of providers.
  - a. Name of Each Provider
  - b. Indicate if they are primary and alternative
  - c. Copy of current licenses to practice - Including Wyoming Professional Teaching Standards Board Certification
  - d. Signed Statement of Confidentiality
  - e. Background check as required by LCSD2 to work with students

### **SECTION IV- Evaluation Criteria**

Each proposal will be evaluated on the basis of the criteria listed below:

- a. Qualifications and experience of the organization and their ability to provide the services described in this request for proposal
- b. Qualifications, certifications and licensing of employees who will provide these services
- c. Ability to provide required services in regards to Swift Creek High School's schedule
- d. Value and completeness of the price proposal
- e. Other criteria that is deemed to be important to the service described herein

### **SECTION V- TERMS AND CONDITIONS**

- A. INDEPENDENT CONTRACTOR RELATIONS: Neither the CONTRACTOR, its employees or assignees shall be deemed employees of LINCOLN COUNTY SCHOOL DISTRICT #2 while performing their duties.
- B. GENERAL PROVISIONS: Nothing in the agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the scope of services contained herein.
- C. TERMS OF AGREEMENT: The initial term of this agreement shall begin on February 10, 2018 and continue through May 31, 2018.
- D. TERMINATION: The contract may be terminated with thirty (30) days written notice to the other party. Upon this termination, the CONTRACTOR shall be paid only for those additional fees and expenses incurred between notification of termination and the effective date of termination that are necessary for curtailment of its work under the Agreement. The parties may mutually agree in writing to an earlier termination.

In the event of a breach by the CONTRACTOR of the Agreement, LINCOLN COUNTY SCHOOL DISTRICT #2 reserves the right to immediately rescind, revoke, or terminate the Agreement. In the alternative, LINCOLN COUNTY SCHOOL DISTRICT #2 may give written notice to the CONTRACTOR by specifying the manner in which the Agreement has been breached. If a notice

of breach is given and the CONTRACTOR has not substantially corrected the breach within ten (10) days of receipt of the written notice, LINCOLN COUNTY SCHOOL DISTRICT #2 shall have the right to terminate the Agreement. A waiver of breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement. A violation of any state or federal law or regulation by the CONTRACTOR shall be considered a breach of the Agreement.

In the event of rescission, revocation, or termination, all documents and other materials related to the performance of the Agreement shall become the property of LINCOLN COUNTY SCHOOL DISTRICT #2.

This agreement shall be canceled automatically in the event that the local, state or federal government fails to appropriate or allocate sufficient funds or positions for the purpose of continuing the Agreement. This termination shall be completed upon depletion of the previously allocated funds.

- E. COLLATERAL CONTRACTS: Where there exists any inconsistency between the Agreement and other provisions of collateral contractual agreements which are made a part of the Agreement by reference or otherwise, the provisions of the Agreement shall control.
- F. CONTRACTOR/EMPLOYEE BACKGROUND CERTIFICATION: Upon award, the CONTRACTOR and any employee who will have direct contact with students shall provide certification that (i) he/she has not been convicted of a felony or any offense involving the physical or sexual abuse of a child; and (ii) whether he or she has been convicted of a crime of moral turpitude. (See Attachment 1)
- G. APPLICABLE LAWS: The Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of Wyoming.
- H. SEVERABILITY: Each paragraph and provision of the Agreement is severable from the entire Agreement, and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
- I. FINANCIAL RECORDS AVAILABILITY: The CONTRACTOR agrees to retain all books, records, and other documents relative to the Agreement for five (5) years after final payment. LINCOLN COUNTY SCHOOL DISTRICT #2, its authorized agents and/or auditors shall have full access to and the right to examine any of said materials during this period.
- J. OWNERSHIP OF DOCUMENTS: Any reports, studies, photographs, negatives or other documents prepared by the CONTRACTOR shall be retained by the CONTRACTOR and shall be remitted to LINCOLN COUNTY SCHOOL DISTRICT #2 by the CONTRACTOR upon completion, termination or cancellation of the Agreement. The CONTRACTOR shall not willingly use, allow or cause to have such materials used for any purpose other than performance of the CONTRACTOR's obligations under the Agreement without the prior written consent of LINCOLN COUNTY SCHOOL DISTRICT #2.
- K. CONFIDENTIAL INFORMATION: All confidential and proprietary information and data furnished to the CONTRACTOR by LINCOLN COUNTY SCHOOL DISTRICT #2 shall remain the property of LINCOLN COUNTY SCHOOL DISTRICT #2. The CONTRACTOR agrees to retain in confidence, and not to disclose to or use for the benefit of third parties, any information disclosed to the CONTRACTOR by LINCOLN COUNTY SCHOOL DISTRICT #2 without LINCOLN COUNTY SCHOOL DISTRICT #2's prior written consent. Excluded from the provisions of the Agreement shall be such information as:
  - 1. Information which is in the public domain or which the CONTRACTOR can show to have been in its possession independently of and prior to such disclosure by LINCOLN COUNTY SCHOOL DISTRICT #2;
  - 2. Information which becomes public knowledge after such disclosure, without fault on the part of the CONTRACTOR or its employees;
  - 3. Information made available to the CONTRACTOR from a third-party source without any secrecy obligation attaching thereto; and
  - 4. All information uncovered during an investigation conducted by the CONTRACTOR that is required to be reported by the CONTRACTOR to appropriate agencies pursuant to local, state or federal statutes (i.e., especially concerning or affecting public health and

safety). The CONTRACTOR will attempt to notify LINCOLN COUNTY SCHOOL DISTRICT #2 prior to any such reporting.

- L. COMPLIANCE WITH LAW AND STANDARD PRACTICES: The CONTRACTOR shall perform its obligations under the Agreement in compliance with any and all applicable federal, state and local laws, rules, and regulations, including applicable licensing requirements, and in compliance with any and all rules of LINCOLN COUNTY SCHOOL DISTRICT #2 relative to the premises. The CONTRACTOR shall be responsible for obtaining all permits, consents, and authorizations as may be required to perform its obligations.
- M. TAXES, FEES, CODE COMPLIANCE AND LICENSING: The CONTRACTOR shall be responsible for the payment of any required taxes or fees associated with the Agreement. All work shall be in compliance with all applicable codes, ordinances and permitting requirements.
- N. COORDINATION OF WORK: The CONTRACTOR shall schedule and coordinate its services with LINCOLN COUNTY SCHOOL DISTRICT #2 through the Director of Secondary Education. Services shall be performed in a professional and timely manner.
- O. HOLD HARMLESS AGREEMENT: The CONTRACTOR shall indemnify and hold harmless LINCOLN COUNTY SCHOOL DISTRICT #2 and its representatives from and against all losses and claims, demands, suits, actions, payments and judgments arising from personal injury or otherwise brought or recovered against LINCOLN COUNTY SCHOOL DISTRICT #2 or its representatives by reason of any act or omission of the CONTRACTOR, its agents, or employees in the execution of the contracted work.
- P. INSURANCE: The CONTRACTOR shall not commence work under this Agreement until he/she has obtained all insurance required under laws and regulations of the State of Wyoming.
- Q. CERTIFICATE OF INSURANCE: The CONTRACTOR shall furnish LINCOLN COUNTY SCHOOL DISTRICT #2 with one (1) copy of certificate of insurance evidencing policies required. The CONTRACTOR shall not change any required insurance during the term of this Agreement unless notice of any such change in coverage is given in writing by the CONTRACTOR to LINCOLN COUNTY SCHOOL DISTRICT #2 at least fourteen (14) calendar days prior to there having any such change in coverage.

### **Call for Bid**

Each bidder interested in submitting a proposal for consideration shall submit the information described below within this proposal format. Award for the services described herein will be based on the best value of the services proposed.

CONTRACTOR NAME \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_

\_\_\_\_\_

Provide a brief statement describing the bidder's qualifications:

NAME OF PROPOSER \_\_\_\_\_ DATE \_\_\_\_\_

The undersigned, responsive to the "Notice Call for Bid" for providing services as – **CNA Course/ Instructor Services** for students enrolled in the following schools: Swift Creek High School

One-year Contract: School Year 2017-18

Contract Starts: February 1, 2018 and ends June 1, 2018

I/We acknowledge receipt and completion of the following Addenda: \_\_\_\_\_ (INITIAL)

Attachment 1: Background

- That the CONTRACTOR shall render to LINCOLN COUNTY SCHOOL DISTRICT #2 the following services as outlined in this document, Section I: "Scope of Service"

**BID AMOUNT**

For all delivery of service as describe in this document, I/we agree to perform for the sum not to exceed:

LINCOLN COUNTY SCHOOL DISTRICT #2 – Swift Creek High School – CNA Course / Instructor Services

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)

(In case of discrepancy, written amount shall govern)

Signature of CONTRACTOR: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment 1: CONTRACTOR/EMPLOYEE BACKGROUND CERTIFICATION

By February 10, 2018, and prior to the provision of services that require the CONTRACTOR or any of its employees to have direct contact with students, LINCOLN COUNTY SCHOOL DISTRICT #2 is required to have the CONTRACTOR, and when relevant, any employee who will have direct contact with students, provide certification that he/she has not been convicted of a felony or any offense involving the physical or sexual abuse of a child; and whether he has been convicted of a crime of moral turpitude.

As a CONTRACTOR providing services for LINCOLN COUNTY SCHOOL DISTRICT #2, whose employees will have direct contact with students, I certify that neither the CONTRACTOR nor any of its employees, whether current employees or those who will be employed in the future, have been convicted of a felony or any offense involving the physical or sexual abuse of a child; nor convicted of a crime of moral turpitude.

CONTRACTOR NAME \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_

\_\_\_\_\_

PHONE NUMBER(S) \_\_\_\_\_

\_\_\_\_\_

PRINTED NAME \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

Any person making a materially false statement regarding any such offense shall be grounds for the revocation of the contract to provide such services. LINCOLN COUNTY SCHOOL DISTRICT #2 shall not be liable for materially false statements regarding the certifications required by this subsection.

For the purposes of this subsection, "direct contact with students" means being in the presence of students during regular school hours or during school-sponsored activities.

In addition to this signed certification, an individual background check (fingerprints) will be completed for LINCOLN COUNTY SCHOOL DISTRICT #2. The cost associated with the background check is with the CONTRACTOR. Directions on starting this process should start with inquiry at the District Office.