

STATE OF WASHINGTON  
OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION  
OLYMPIA, WASHINGTON

REQUEST FOR PROPOSALS (RFP)

RFP NO. 2018-05

**PROJECT TITLE:** Education Grants Management System (EGMS)

**PROPOSAL DUE DATE:** 3:00 p.m., Pacific Daylight Time (PDT) on November 2, 2017

**ESTIMATED CONTRACT PERIOD:** January 8, 2018 – January 7, 2019. Amendments extending the period of performance, if any, shall be at the sole discretion of OSPI.

**CONSULTANT ELIGIBILITY:** This solicitation is open to those Consultants that satisfy the minimum qualifications stated herein and that are available for work in Washington State.

**SUBMIT PROPOSAL TO:** Proposal Delivered by Email:  
[contracts@k12.wa.us](mailto:contracts@k12.wa.us)

FAXED PROPOSALS WILL NOT BE ACCEPTED.

All communications concerning this RFP must be directed only to the RFP Coordinator via email. Any other communication will be considered unofficial and non-binding on OSPI. Consultants are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Consultant.

This RFP is available at the Office of Superintendent of Public Instruction (OSPI) website located at [OSPI's website](#) and at the Department of Enterprise Services, [Washington Electronic Business Solution \(WEBS\) Procurement website](#). All RFP amendments or Consultant questions and OSPI answers will be posted to these sites. All interested Consultants must be registered with WEBS under the following commodity codes in order to receive notifications:  
920-40

OSPI, and its contractors and subcontractors, must not discriminate in any programs or services based on sex, race, creed, religion, color, national origin, age, marital status, honorably discharged veteran or military status, sexual orientation, gender expression, gender identity, disability, or the use of a trained dog guide or service animal by a person with a disability, and must comply with state and federal nondiscrimination laws, including Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Americans with Disabilities Act, and Title VI of the Civil Rights Act of 1964. Questions and complaints of alleged discrimination should be directed to the Equity and Civil Rights Director at 360-725-6162/TTY: 360-664-3631; or P.O. Box 47200, Olympia, WA 98504-7200; or [equity@k12.wa.us](mailto:equity@k12.wa.us).

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## SECTION A. INTRODUCTION

### 1. DEFINITIONS

Definitions for the purposes of this RFP include:

**Agency** – The Washington State Office of Superintendent of Public Instruction and the entity issuing this RFP.

**Amendment** – A unilateral change to the Solicitation that is issued by OSPI at its sole discretion and posted on WEBS and OSPI's website.

**Apparent Successful Bidder (ASB)** – A Bidder submitting a response to this Solicitation that is evaluated and is identified and announced by OSPI as providing the best value to the Agency. Upon execution of a Contract, the ASB is referred to as the successful Bidder or the Contractor.

**Bid** – An offer, proposal, or quote for goods or services submitted in response to this RFP.

**Bidder** – Individual organization, public or private agency submitting a proposal in order to attain a contract with OSPI. For purposes of this Solicitation, the terms Bidder, Consultant, and Bidder are interchangeable.

**Candidate(s)** – The person proposed to do the work required by the RFP.

**Competitive Solicitation** – A documented formal process providing an equal and open opportunity to Bidders or Consultants culminating in a selection based on predetermined criteria.

**Complaint** – A process that may be followed by a Consultant prior to the deadline for bid submission to alert OSPI of certain types of asserted deficiencies in the Solicitation.

**Consultant** – Individual organization, public or private agency submitting a proposal in order to attain a contract with OSPI. For purposes of this Solicitation, the terms Bidder, Consultant, and Bidder are interchangeable.

**Contractor** – Individual or company whose proposal has been accepted by OSPI and is awarded a fully executed, written contract.

**Debriefing** – A short meeting an unsuccessful Bidder may request with the Coordinator following the announcement of the Apparent Successful Bidder for the purpose of receiving information regarding the review and evaluation of that Bidder's Response.

**EGMS** – Education Grant Management System

**ESSA** – Every Student Succeeds Act (ESSA) from the federal government.

**Modified COTS** – Modified Commercial Off-The-Shelf. Commercial off the Shelf Software (COTS) with a substantial portion of the software intact, that a Bidder has modified to meet custom requirements.

**MOTS** - Modified Off-The-Shelf. See Modified COTS

**Form Package** – In iGrants, a Form Package is a collection of pages presented online to system users for the purpose of gathering data required for a specific purpose, such as to apply for a

grant. Form Packages are also used to gather data to meet specific reporting purposes where the Form Package is not a grant application.

**Functional Requirement** – Functional requirements define specific behaviors of a system. This information is used to help understand why the requirement is needed, and to track the requirement through the development of the system. The core of each requirement is a clear and legible description of the required behavior.

**Non-functional (Quality) Requirement** – A requirement that specifies criteria that can be used to describe a quality or judge the operation of a system, rather to describe specific functional behaviors.

**OSPI** – Office of Superintendent of Public Instruction is the agency of the State of Washington that is issuing this RFP.

**Proposal** – A formal offer submitted in response to this RFP.

**Proprietary Information** – Information such as patents, technological information or other related information that the Bidder or Consultant does not want released or shared with the public.

**Protest** – A process that may be followed by a Bidder after the announcement of the Apparent Successful Bidder to alert OSPI to certain types of alleged errors in the evaluation of the Solicitation.

**Request for Proposals (RFP)** – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the need at a given price.

**RCW** – The Revised Code of Washington.

**Responsible Bidder** – An individual, organization, public or private agency, or other entity that has demonstrated the capability to meet all the requirements of the Solicitation and meets the elements of responsibility. (See [RCW 39.26.160 \(2\)](#))

**Responsive Bidder** – An individual, organization, public or private agency, or other entity who has submitted a Bid that fully conforms in all material respects to the Solicitation and all its requirements, in both form and substance.

**RFP Coordinator** – An individual or designee who is employed by OSPI and who is responsible for conducting this Solicitation.

**Solicitation** – A formal process providing an equal and open opportunity for Bidders culminating in a selection based upon predetermined criteria.

**Subcontractor** – An individual or other entity contracted by a Consultant to perform part of the services or to provide goods under the Contract resulting from this Solicitation. Subcontractors, if allowed, are subject to the advance approval of OSPI.

**Bidder** – Individual organization, public or private agency submitting a proposal in order to attain a contract with OSPI. For purposes of this Solicitation, the terms Bidder, Consultant, and Bidder are interchangeable.

**WEBS** – Washington's Electronic Business Solution, the Consultant notification system found at <https://fortress.wa.gov/ga/webs/> and maintained by the Washington State Department of Enterprise Services.

## **2. PURPOSE OF REQUEST FOR PROPOSALS**

The Office of Superintendent of Public Instruction (OSPI) is initiating this Request for Proposals (RFP) to solicit proposals from Consultants interested in participating on a project to OSPI is seeking to replace iGrants and the Grants Claim system with a more efficient system that will allow OSPI to meet the requirements of the federal Every Student Succeeds Act (ESSA) regarding coordination across programs and consolidated applications at the sub grantee level. The system implemented by this project will also provide more robust reporting and performance monitoring capabilities to manage grant-funding better with a goal of tying expenditures to performance outcomes and consolidating plans across programs to reduce duplication.

## **3. BACKGROUND**

### **3.1. Project Background**

OSPI is the primary agency charged with overseeing K-12 public education in Washington State. OSPI works with the state's two hundred and ninety-five (295) school districts, 6 Charter Schools, and 4 tribal compacts to administer basic education programs and implement education reform on behalf of more than one million public school students. OSPI is housed in the Old Capitol Building in Olympia.

### **3.2. Current System Background**

The iGrants and the Grants Claim system are custom, purpose-built systems used to process applications and financial expenditures associated with the disbursement of funds from federal, state, and other sources. The oldest of these systems was developed in the early 2000's. Both systems require frequent enhancements. iGrants, in particular, requires continual intervention by expert level system programmers to provide functionality needed to process grants and perform additional functions to service the current users of the system.

The iGrants system provides a means by which OSPI program staffs create online grant applications (called "form packages") accessible by educational entities (sub-grantees) across the state. Applicants submit data using grant applications displayed by the system. Applications may also require educational entities to upload specific documentation. Applications include narrative descriptions of how grant funds would be expended, as well as proposed budget data collected in standard templates within the form package. Once complete, the data and documents comprising a form package are submitted by sub-grantees for review and approval by OSPI program staff and, in some instances, by external evaluators. If approved, budget details are transmitted to the Grants Claim system, from which most sub-grantees request funds. The Grants Claim system contains controls to limit payments to conform with approved budgets, federal and state rules, and the rules of private grant providers. The Grants Claim system sends pay data to the Office's School Apportionment and Financial Services (SAFS) system and the state Agency Financial Reporting System (AFRS).

Together, iGrants and the Grants Claim system provides a means by which grant funds can be allocated and paid across all approved sub-grantees according to the unique requirements and rules for each grant.

An estimated 2,200 unique users log in to iGrants in an average month. These users are either from educational entities or OSPI staff. iGrants provides generally good service for purposes of displaying grant applications to educational entities, collecting grant application data, and for evaluating grant applications.

The Grants Claim system enables most grantees to easily file online expenditure reports necessary to claim reimbursements against approved grant budgets. There are three fiscal staff to

process these claims and payments. They depend on a monthly payment calendar and The Grants Claim system to enable grant payments without adding additional staff.

However, successfully meeting user needs of the iGrants and Grants Claim systems requires an expert level programmer or expert team of developers to fix system bugs and to address enhancement requests. It also requires specialized technical support to build all form packages available for educational entities to perform certain year-end tasks and to ready the system for the new school year. System architecture, especially the design used to store data collected by iGrants, does not enable easy connectivity with other OSPI systems. The current system's complexity has created a costly dependency on the specific skills of one individual who creates the form packages utilizing non-standard HTML and a contracted programmer.

Therefore, iGrants has developed a large backlog of desired enhancements. Single enhancements, such as read-only access or the ability to create consolidated grant applications (required by ESSA), have been determined to be too costly to implement within the current system's design.

Integration between iGrants and the Grants Claim system is poor; reference data is duplicated in both systems, rather than shared. Some desired functionality is lacking in the Grants Claim system. For example, OSPI would like to have multiple funding years open at the same time. This will prevent the current practice of shutting down the system for two (2) weeks to reconcile everything and running reports from the old year. Once sub-grantees start processing claims from the New Year, OSPI has no way to separate the New Year from the old year and run grants for both years at the same time.

The iGrants system was not designed to measure and report grant performance. The means by which data is stored in iGrants, mentioned above as a challenge in connecting iGrants with other systems, also makes it difficult to extract data for reporting purposes. Each program office managing a grant provides specifications used to build a grant. This results in very dissimilar data captured in one grant's application, as compared to the application required for a different grant. The data captured, may be suitable for a single purpose use by specific reviewers approving a grant application; however, the data is typically not suited for aggregate reporting across all programs. An example is the use of text fields within grant applications. The text is easily read during the process of approving a grant application, but cannot be subsequently parsed and used in reports or by other systems.

In addition to enabling the grant application process, iGrants is also used to collect data from educational entities in completing specific reports. Among these are year-end reports required of certain educational entities. This use may at first seem at odds with the statements in the prior paragraph. An application is, essentially, a questionnaire. The reporting use of iGrants is a demonstration of the system's considerable capability to allow a skilled iGrants Administrator to build a questionnaire to collect a complex data set and to deploy that tool using a system with which educational entities are already familiar: iGrants. But the data collected in these reporting form packages is of limited use; a unique form package is required for each report of a specific design. A plan to replace iGrants may also require a plan to replace the "off-label" use of the system as a means of creating these year-end and other data collection forms.

Some 225 requirements were collected through a series of interviews and an analysis of system-related documentation. Through reviews with the business sponsor and subject matter experts, each requirement was prioritized as either being mandatory, essential, or desired. Many of these requirements are supplemented with additional text describing, for example, how the requirement is present in the current systems or why OSPI is seeking a solution to the requirement.

OSPI would like to better understand the market place, better understand existing solutions, and select a system replacement. This RFP will provide key requirements in the context of high level business processes. The processes described were those for creating a grant application,

completing a grant application, reviewing and approving grant applications, and processing, recording, and paying expenditure claims for reimbursement.

## **4. OBJECTIVE AND SCOPE OF WORK**

This section explains what the contract is intended to accomplish. More detailed information about deliverables, timeline, etc., will be provided in the Management, Technical, and Cost Proposal requirements in Section 3. The objective of the RFP is to acquire and modify an application that meets OSPI's Educational Grant Management Systems (EGMS) Requirements. OSPI will acquire a current system or modifiable system currently used in a production environment that can fulfill the requirements described in Attachment A. The agency is looking for technology platforms used to provide EGMS functionality with a current market place system so that OSPI can become more efficient in grant reporting and processing.

The system will have to support a multitude of grant types that allows OSPI to consolidate business goals and track both funding and spending for each goal.

### **4.1. Objective (purpose)**

#### **4.1.1. Objective 1 – Acquire a EGMS**

Acquire and modify a hosted Grant Management System to facilitate a workflow that provides funding to sub-grantees authorized to receive federal, state and local grant funds from OSPI. Licensing should provide the option for OSPI to install the software locally.

#### **4.1.2. Objective 2 – Connect to OSPI Financial Systems**

Provide services that will output grant payment information for use by OSPI financial systems to facilitate automated grant payments with Washington State Accounting and Financial Reporting System (AFRS) and Apportionment (OSPI District Payment System) applications.

### **4.2. Scope of Work (deliverables)**

Provide and modify a current production system to meet Washington state's business requirements stated in the deliverables below and Attachment A.

The deliverables of the contract shall be an Education Grant Management System (EGMS) that meets the following needs of OSPI and the Educational Grant Management process and its users. Responses must be relevant to OSPI's six (6) key features required for acceptance of any solution.

#### **4.2.1. Support Grant Types used by OSPI**

The system must have the capability of supporting all grant types available in the current system. The current system supports Federal, State, and Other (including private) funding sources. Grants may be either competitive or non-competitive. Many applications can be made either by individual education entities or by a group of educational entities who choose to work within a consortium.

##### ***Types of Grants***

The system must be able to support federal grants governed by the Office of Elementary and Secondary Education (Title I, Title II, Title V, etc.), the Office of English Language Acquisition (Title III), the Office of Special Education and Rehabilitative Services (specifically IDEA-B grants), the Office of Vocational and Adult Education (Perkins, Tech Prep, etc.). Additionally, the system must be able to support state and privately funded grants, including Capitol Facilities Grants to sub-grantees.



#### **4.2.2. Support a Consolidated Grant Application**

The Every Student Succeeds Act (ESSA) stipulates states such as Washington who submit a consolidated application(s) to the US Department of Education for Federal grants must make available to local educational agencies, a consolidated application for use by those sub-grantees. Local educational agencies may create consolidated plans and those plans may be funded using consolidated grant applications. Increased coordination across programs with varied sources of funding may allow for more flexible uses of revenue streams to educational entities.

#### **4.2.3. Program Staff Self-Service**

OSPI wishes to avoid reliance upon quasi-technical and technical staff, to build grant applications and perform periodic maintenance to grant applications. The system will provide a solution that will allow OSPI program staff to “utilize a graphical user interface (GUI) and without requiring system programming skills to create a new, or modify an existing, grant application.” If this requirement is met, it is anticipated that program staff would be able to use a set of tools provided within the system to configure most grant applications, test, and resolve errors identified in testing, then deploy those grant applications to the production system. A self-service capability would reduce reliance upon the iGrants Administrator and skilled technical resources to develop and deploy most grant applications. In the event a GUI is not available, this need may be met by using Bidder staff, where the cost of that service becomes part of the negotiated price for the system. Using Bidder staff members is expected to return new form packages for program staff members to use within ten (10) business days.

#### **4.2.4. Data Accessibility and Reporting**

A key requirement in replacing the current iGrants system is to increase OSPI’s capabilities to capture data and report against data captured within the grant application. Improved data collection and access to collected data is required to obtaining grant performance measures and the ability to analyze grant application data to obtain new information.

#### **4.2.5. System Interoperability**

The system must permit data accessibility, enhanced system interoperability describes requirements intended to allow the grant application and paid claims systems to more easily share data with other OSPI systems.

#### **4.2.6. User Defined Workflows**

The proposed system must have the capability to support workflows to assist groups of users to efficiently accomplish key tasks required to complete an entire process. OSPI anticipates significant process improvements could be obtained if the system can support workflows in two (2) interconnected process areas: (1) Completing a grant application and (2) Reviewing grant applications submitted to OSPI.

#### **4.2.7. Accessibility Standard**

Comply with Section 508 “Minimum Accessibility Standard” or “Standard” which is (1) Level AA compliance with the World Wide Web Consortium’s Web Content Accessibility Guidelines (WCAG) 2.0, and (2) compliance with Accessible Rich Internet Applications (WAI-ARIA) 1.0.

## **5. BIDDER QUALIFICATIONS**

### **5.1. Minimum Qualifications:**

- Licensed to do business in the State of Washington. If not licensed, provide your written intent to become a licensed business in Washington within thirty (30) calendar days of being selected as the ASB.

- Five (5) years of demonstrated experience with the proposed EGMS application for three (3) or more states.
- The ability to support the repair of application issues once in production.
- No pending litigation or debarments from federal or state agencies.
- Financially solvent and able to operate for the next five (5) years without a hindrance to the project or system operations.

Bidders who do not meet these minimum qualifications will be rejected as non-responsive and will not receive further consideration. Any proposal that is rejected as non-responsive will not be evaluated or scored.

### **5.2. Desirable Qualifications:**

- Experience in modifying the proposed system to meet state education grant processing requirements.
- Experience in connecting the proposed system to state or other accounting systems.
- Knowledge of government federal grant processing requirements for Department of Education (USDOE) and U.S. Department of Agriculture (USDA).
- Knowledge of Washington state financial systems AFRS and Apportionment.
- The ability to create and support new grant applications within ten (10) business days.
- The ability to manage the installation project with status reports, Microsoft Project, MS Project earned value analysis tools, and technical skill.

## **6. PERIOD OF PERFORMANCE**

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about January 8, 2018 and end on or about January 7, 2019. The option to extend any contract resulting from this procurement shall be at the sole discretion of OSPI.

As such, OSPI reserves the right to amend to extend the contract for three (3) additional contract years through 2019, 2020, and 2021. Decision to amend shall be based on sustained satisfactory performance as decided by the Superintendent's designee, successful completion of project objectives, and availability of funding.

## **7. FUNDING**

OSPI will make a formal funding request from the Washington state legislature based on the funds proposed by the Bidder. Therefore, any contract awarded as a result of this procurement is contingent upon the availability of funding. Bidders are required to provide their most favorable and competitive cost estimate to perform the work.

Any applicable mileage, meals, lodging, or other travel-related expenses, will be reimbursed in accordance with [Washington State travel regulations](#) established by the Office of Financial Management.

The exact financial terms shall be determined during contract negotiation. Proposals shall include the Bidder's most favorable and competitive cost estimate to perform the work.

## **8. AMERICANS WITH DISABILITIES ACT**

OSPI complies with the Americans with Disabilities Act (ADA). Bidders may contact the RFP Coordinator to receive this Request for Proposals in an alternative format.



## SECTION B. GENERAL INFORMATION FOR BIDDERS

### 9. RFP COORDINATOR

The RFP Coordinator is the sole point of contact in OSPI for this procurement. All communication between the Bidder and OSPI upon receipt of this RFP shall be with the RFP Coordinator, designated to handle this procurement:

Items:	Content
<b>Name:</b>	<b>Brenda Merritt</b>
Address:	<b>600 Washington Street South P.O. Box 47200 Olympia, WA 98504-7200</b>
Email Address:	<a href="mailto:contracts@k12.wa.us">contracts@k12.wa.us</a>

All communications concerning this RFP must be directed only to the RFP Coordinator via email. Any other communication will be considered unofficial and non-binding on OSPI. Bidders are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Bidder.

### 10. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Item	Action	Start	End
1	OSPI issues RFP	8/28/2017	
2	Letter of Intent due		9/6/2017
3	Question and Answer period	8/28/2017	9/20/2017
4	OSPI hosts Pre-Proposal Conference		9/11/2017
5	Last date for questions regarding RFP		9/20/2017
6	Complaints due		10/25/2017
7	OSPI posts final Question and Answer Addendum or Amendment (if necessary)		9/25/2017
8	Proposals due		11/2/2017
9	OSPI conducts evaluation of written proposals	11/3/2017	11/9/2017
10	OSPI conducts oral interviews with finalists (if determined necessary by OSPI)	11/13/2017	11/17/2017
11	OSPI announces "Apparent Successful Bidder" and sends notification to unsuccessful Bidder(s)		11/27/2017
12	OSPI conducts debriefing conferences (if requested)	11/28/2017	12/1/2017
13	Contract negotiation	11/28/2017	12/15/2017
14	Contract Signatures	12/18/2017	12/27/2017
15	Anticipated contract start date		1/8/2018

**OSPI reserves the right to revise the above schedule.**

### 11. LETTER OF INTENT

It is requested that Bidders intending to submit a proposal provide a Letter of Intent via email to the RFP Coordinator no later than 4 p.m. on Wednesday, September 6, 2017.

## 12. PRE-BID CONFERENCE

A pre-bid conference is scheduled to be held on Monday, September 11, 2017 at 10 a.m. in Olympia, WA. The location of the pre-bid conference is 234 8<sup>th</sup> Avenue, Olympia, WA 98501. All prospective Consultants should attend; however, attendance is not mandatory. Written questions may be submitted in advance to the RFP Coordinator. OSPI shall be bound only to written answers to questions. Any oral responses given at the pre-bid conference shall be considered unofficial.

Questions arising at the pre-bid conference or in subsequent communication with the RFP Coordinator will be documented and answered in written form. A copy of the questions and answers in the form of an Addendum to the RFP will be sent to each prospective Consultant who received the RFP or made the RFP Coordinator aware of their interest in this procurement.

Within five (5) business days of the pre-bid conference, a copy of the questions and answers from the pre-bid conference will be added to the Q & A Addendum and placed on the OSPI website and posted to WEBS on September 25, 2017 per the estimated schedule.

## 13. COMPLAINT, DEBRIEF, AND PROTEST PROCEDURE

### 13.1. Complaint Procedure

The complaint process is available to Consultants interested in this RFP. The complaint process allows Consultants to focus on the Solicitation requirements and evaluation process and raise issues with these processes early enough in the process to allow OSPI to correct a problem before proposals are submitted and time expended on evaluations.

A Bidder may submit a complaint based on any of the following:

- The Solicitation unnecessarily restricts competition;
- The Solicitation evaluation or scoring process is unfair or flawed; or
- The Solicitation requirements are inadequate or insufficient to prepare a proposal.

Consultants may submit complaints up to five (5) business days prior to the proposal due date noted in the Estimated Schedule of Procurement Activities. However, Consultants are encouraged to submit complaints as soon as possible so OSPI can rectify the issue(s) early in the process. Complaints must be submitted to the RFP Coordinator. In order to be considered a valid complaint, the complaint must meet the following requirements:

- Must be in writing.
- Should clearly articulate the basis for the complaint.
- Should include a proposed remedy.

Complaints not received by the deadline noted in the Estimated Schedule of Procurement Activities will not be reviewed by OSPI. Failure by the Bidder to raise a complaint at this stage may waive its right for later consideration

The OSPI Contracts Administrator or an employee delegated by the Contracts Administrator will review valid complaints and respond to the submitter in writing. OSPI will consider all complaints but is not required to adopt a complaint, in part or in full. OSPI's response to the complaint is final and not subject to administrative appeal. The response, and any changes to the RFP, will be posted to WEBS prior to the proposal due date. Any complaint addressed during the complaint process cannot be raised during the protest process.

### **13.2. Debriefing of Unsuccessful Bidders**

Upon request, an individual debriefing conference will be scheduled with an unsuccessful Bidder. The request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the Notification of Unsuccessful Bidder letter or e-mail is sent to the Consultant. The debriefing must be held within three (3) business days of the request, unless otherwise agreed upon by the RFP Coordinator and Bidder.

Discussion will be limited to a critique of the requesting Consultant's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of thirty (30) minutes.

Please note, because the debrief process must occur before making an award, OSPI likely will schedule the Debrief Conference shortly after the announcement of the ASB and the Bidder's request for a Debrief Conference. OSPI will not allow the debrief process to delay the award. Therefore, Bidders should plan for contingencies and alternate representatives; Bidders who are unwilling or unable to attend the Debrief Conference will lose the opportunity to protest.

### **13.3. Protest Procedure**

This protest procedure is available to Consultants who submitted a response to this RFP document and who have participated in a debriefing conference. Upon completion of the debriefing conference, the Consultant is allowed five (5) business days to file a protest of the procurement with the RFP Coordinator. Protests may be submitted by fax or email, and must be followed by an original, signed document.

Consultants protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Consultants under this procurement.

All protests must be in writing and signed by the protesting party or an authorized Agent. The protest must state the grounds for the protest including specific facts and complete statements of the action(s) being protested. The protesting party may submit with the protest any documents or information deemed relevant. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the RFP Coordinator.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

A matter of bias, discrimination or conflict of interest on the part of the evaluator/evaluation team;

- Errors in computing the score; and/or
- Non-compliance with procedures described in the procurement document or OSPI policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, 2) OSPI's assessment of its own and/or other agencies needs or requirements, or 3) a complaint raised during the Complaint Procedure.

Upon receipt of a protest, a protest review will be held by OSPI. The OSPI Contracts Administrator or an employee delegated by the Contracts Administrator who was not involved in the procurement will consider the record and all available facts and issue a decision within ten (10) business days of receipt of the protest. If additional time is required, the protesting party will be notified.

In the event a protest may affect the interest of another Consultant that submitted a proposal, such Consultant will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold OSPI's action; or
- Find only technical or harmless errors in OSPI's procurement process and determine OSPI to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide OSPI options which may include:
  - Correct the errors and re-evaluate all proposals, and/or
  - Reissue the RFP document and begin a new process, or
  - Make other findings and determine other courses of action as appropriate.

If OSPI determines that the protest is without merit, OSPI will enter into a contract with the Apparent Successful Bidder. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

## **14. SUBMISSION OF PROPOSALS**

Bidders shall submit proposals as an attachment to an email to the RFP Coordinator noted in Section B.1. Proposals must arrive by 3 p.m. in Olympia, WA, on Thursday, November 2, 2017. (Please note RFP 2018-05 in the email subject line.) Attachments to the email shall be Microsoft Word format or in Portable Document Format (PDF). Zipped files may be received by OSPI and can be used for submission of proposals. OSPI does not assume responsibility for any problems with the electronic delivery of materials.

Proposals not received by the deadline will not be reviewed. Late proposals will not be accepted and will be automatically disqualified from further consideration. Proposals must respond to the procurement requirements. Do not respond by referring to material presented elsewhere. The proposal must be complete and must stand on its own merits.

Failure to respond to any portion of the procurement document may result in rejection of the proposal as non-responsive. All proposals and any accompanying documentation will become the property of OSPI and will not be returned.

## **15. PROPRIETARY INFORMATION/PUBLIC DISCLOSURE**

Your entire response to this RFP is a public record and will be disclosed consistent with the Public Records Act, Chapter 42.56 RCW.

### **15.1. Confidential Documents**

For the purposes of this RFP, do not include confidential or proprietary information unless specifically requested by OSPI.

If OSPI requests confidential or proprietary information, you must clearly print the word "Confidential" on the lower right-hand corner of each page containing the confidential or proprietary information.

## 15.2. Public Records Requests

If a public records request seeks your proposal and the proposal contains pages clearly marked "Confidential", OSPI will take the following steps:

- We will notify you. We will identify the requestor and the date that OSPI will disclose the requested records.
- We will give you an opportunity to seek a court order to stop OSPI from disclosing the records.
- We will not evaluate or defend your claim of confidentiality. We will not withhold or redact your documents without a court order.

If you have any questions, refer to the [OSPI Public Records Office website](#).

## 16. ADDENDUMS AND AMENDMENTS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, an addendum or an amendment will be published on the [OSPI website](#). For this purpose, the published Consultant questions and Agency answers, and any other pertinent information, shall be considered an addendum to the RFP. Additionally, all addenda referred to above will be released on WEBS under the commodity code(s) listed on the cover page of this RFP. It will be the responsibility of interested Consultants to check the website periodically for addenda and amendments to the RFP.

## 17. SMALL BUSINESS PARTICIPATION

SMALL, MINORITY & WOMEN'S BUSINESS ENTERPRISES (MWBE), AND VETERAN-OWNED BUSINESS PARTICIPATION

In accordance with the legislative findings and policies set forth in chapter [39.19 RCW](#), the State of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this RFP or on a subcontractor basis. For more information on certification, contact the [Washington Office of Minority and Women's Business Enterprises](#).

43.60A.200 encourages the participation of Veteran and Service Member Owned Businesses certified by the Washington State Department of Veterans Affairs RCW [43.60A.195](#). For more information on certification, contact [Washington State Department of Veteran Affairs](#).

Additionally, per Department of Enterprise policy, agencies are encouraged to buy from in-state small business, including microbusinesses and minibusinesses.

However, no preference will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award, and proposals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.

Self-Certification should be submitted with the Contractor Intake Form (Exhibit D).

## 18. ACCEPTANCE PERIOD

Proposals must provide one hundred eighty (180) days for acceptance by OSPI from the due date for receipt of proposals.



## **19. RESPONSIVENESS**

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative and minimum requirements and instructions specified in this RFP. OSPI may reject a Proposal as nonresponsive at any time for any of the following reasons:

- Incomplete Response
- Submission of a Response that proposes services that deviate from the scope and technical requirements set forth in this document and Exhibit B, Sample Contract, except as permitted in an amendment to this Solicitation
- Failure to meet the minimum Bidder qualifications or to comply with any requirement set forth in this RFP, including Attachments
- Submission of incorrect, misleading or false information
- History of prior unsatisfactory contractual performance

The RFP Coordinator may contact any Bidder for clarification of the proposal. If a proposal is deemed non-responsive, it shall be removed from further consideration. Bidders whose proposals are found to be non-responsive shall be disqualified from further evaluation and shall be notified in writing. Within three (3) business days following such notification, Bidder may request a Debriefing Conference that shall be limited to the reasons Bidder was found to be non-responsive. Refer to Debriefing of Unsuccessful Proposers procedure in Section D.

If a proposal meets all administrative and Bidder qualification requirements and submittal instructions, OSPI shall continue with the written evaluation and, if applicable, the oral evaluation.

OSPI reserves the right at its sole discretion to waive minor administrative irregularities.

## **20. MOST FAVORABLE TERMS**

OSPI reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Bidder can propose. There will be no best and final offer procedure. OSPI does reserve the right to contact a Bidder for clarification of its proposal.

The Bidder should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the Bidder's proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to OSPI.

## **21. CONTRACT AND GENERAL TERMS & CONDITIONS**

The Apparent Successful Bidder will be expected to enter into a contract which is substantially the same as the sample contract and its General Terms and Conditions. In no event is a Consultant to submit its own standard contract terms and conditions in response to this RFP. The Consultant may submit exceptions as allowed in the Certifications and Assurances section. OSPI will review requested exceptions and accept or reject the same at its sole discretion.

Should contract negotiations fail to be completed within two (2) weeks after initiation, the Agency may immediately cease contract negotiations, declare the Bidder with the second highest score as the new Apparent Successful Bidder, and enter into contract negotiations with that Bidder. This process will continue until the Contracts are signed or no qualified Bidders remain.

## **22. COSTS TO PROPOSE**

OSPI will not be liable for any costs incurred by the Consultant in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

## **23. NO OBLIGATION TO CONTRACT**

This RFP does not obligate the State of Washington or OSPI to contract for services specified herein. OSPI also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract without penalty.

## **24. REJECTION OF PROPOSALS**

OSPI reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP.

## **25. COMMITMENT OF FUNDS**

Only an authorized representative of OSPI may legally commit OSPI to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

## **26. STATEWIDE BIDDER PAYMENT REGISTRATION**

Consultants awarded contracts as a result of this RFP will be required to register as a Statewide Bidder (SWV). The SWV file is a central Bidder file maintained by the Office of Financial Management for use by Washington State agencies in processing Bidder payments. This allows you, as a Bidder, to receive payments from all participating state agencies by direct deposit, the State's preferred method of payment. Effective April 30, 2011, all OSPI Contractors are required to register as a Statewide Bidder. Participation in direct deposit is optional. For online registration visit: the [Department of Enterprise Services' website](#).

## **27. INSURANCE COVERAGE**

The Apparent Successful Bidder must comply with the insurance requirements identified in the General Terms and Conditions.

The Contractor shall, at its own expense, obtain and keep in force insurance coverage which shall be maintained in full force and effect during the term of the Contract. The Contractor shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to OSPI within fifteen (15) days of the contract effective date.

## SECTION C. PROPOSAL CONTENTS

### 28. PROPOSAL OVERVIEW

Proposals must be formatted to print on eight and one-half by eleven (8 ½ x 11) inch paper size with individual sections clearly identified. The Letter of Submittal, excluding the signed Certifications and Assurances and Contractor Intake Form, shall be a maximum of one (1) page. The four (4) major sections of the proposal are to be submitted in the order noted below:

- Letter of Submittal including signed:
  - Certifications and Assurances
  - Contractor Intake Form
- Technical Proposal
- Management Proposal
- Cost Proposal

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the Consultant in preparing a thorough response.

All required submittals must be submitted as instructed. Proposals that do not include all required submittals are determined to be non-responsive and will be rejected. The Bidder will be notified of the reasons for such rejection.

Items in this section marked “mandatory” must be included as part of the proposal for the proposal to be considered responsive; however, these items are not scored. Items marked “scored” are those that are awarded points as part of the evaluation conducted by the evaluation team.

### 29. ADMINISTRATIVE REQUIREMENTS (MANDATORY)

Evaluated as Pass or Fail

#### 29.1. Letter of Submittal

Along with introductory remarks, please attach to the Letter of Submittal the following information about the Consultant and any proposed subcontractors:

- Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.);
- Location of the facility from which the Consultant would operate; and
- A detailed list of all materials and enclosures included in the Proposal.

#### 29.2. Contract Terms

The Bidder is expected to enter into a contract that contains substantially the same general terms and conditions as shown in the sample agreements (Exhibit B Sample Contract, Exhibit C General Terms and Conditions. Bidders must identify and detail proposed revisions to the sample agreements terminology for clarification and procedural purposes, revisions based upon specific elements of their proposed solution. In no event is a Bidder to submit its own standard contract terms and conditions as a proposal to this requirement. Bidder's new and/or modified agreement paragraphs are the only terms that will be subject to discussion during contract negotiation. OSPI reserves the right to open other paragraphs for discussion and only OSPI can exercise this right. The agreed-upon contract is subject to approval by State authorities.

**29.3. Section 508 Compliance**

The solution must comply with Section 508 of the U.S. Rehabilitation Act, as amended, 1098 – commonly referred to simply as “Section 508”. Information can be found at the General Services Administration website.

**29.4. Acknowledge Confidential Information**

Bidder acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Agreement or its performance may consist of information that is exempt or prohibited from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW, Public Records Act or other state or federal statutes.

**29.5. Washington State Security Standards**

The Bidder’s computing environment and solution must comply with State of Washington Office of the Chief Information Office (OCIO) standards and policies. The WA OCIO security policies and standards can be found at: [Securing Information Technology Assets Standards](#)

**29.6. Security Design Review**

Prior to contract execution, Bidder, in conjunction with OSPI, will be required to complete a Security Design Review with the state Office of Cyber Security (OCS) to ensure that security controls and processes are in compliance with the state’s IT security standards prior to deployment. Bidder will be required to complete and submit IT Security Checklists provided by OCS, as well as systems architecture diagrams showing security controls and information flows. Bidder will also be required to engage with OCS staff to provide clarification on their solution as necessary and address any identified compliance issues.

**29.7. Certifications and Assurances attached**

Sign and attach the certifications and assurances provided in the appendices.

**29.8. Contractor Intake Form attached**

The contractor intake must be signed and dated by a person authorized to legally bind the Bidder to a contractual relationship, (e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship).

**30. TECHNICAL PROPOSAL (SCORED)**

The Technical Proposal must contain a comprehensive description of services including the following elements:

**30.1. Software and System Requirements**

Describe how the system’s functionality meets the OSPI security requirements.

- a. Identify those requirements stated in Attachment A that are completely satisfied, can be met with minimal configuration, those that will require customization, and those requirements not met.
- b. Describe your approach to any configuration or customization changes required for the proposed system to fully meet the stated requirements.

**30.2. System Privacy, Access, and Data Security**

Describe the system’s security mechanisms for each of the areas below.

- a. Privacy and access permissions and how they are applied to the application. Are security permissions applied by role, account, or other?
- b. Password protection mechanisms and whether they are configurable. The system is required to meet the Washington state OCIO password requirements.
- c. Ability to produce audit logs for each transaction and provide ease of accessibility to those audit logs.
- d. Security Authentication for users will occur with OAuth to OSPI's Educational Data System (EDS).
- e. Data interchanges between the grant management system and OSPI systems shall occur with TLS 1.2/SSL or other agreed upon protocol.

### **30.3. Data Integration and Migration**

- a. Data integration shall use the Common Education Data Standards (CEDS) wherever possible.
- b. The proposed solution shall integrate provided excel file exports for Apportionment and AFRS.
- c. The proposed solution will be loosely coupled with any system it integrates with so that changes can be made later with minimal or no changes to the base code.

### **30.4. System Reports**

Provide sample reports that provide the following information:

- a. Stage and number of applications being processed.
- b. Total amount of grants entered and expenditures and available balance of funds to date, disaggregated by individual grant and sub-grantee.
- c. Other standardized reports that show how the requirements of this proposal have been met.

### **30.5. Licensing and Coding Requirements**

At the end of the project, OSPI wants assurance through written licensing that it has full rights to use the software and own the portions of software that OSPI has paid for the Bidder to develop. Also, there are particular coding practices and systems that must be followed and used during this engagement to make the product suitable for OSPI.

#### **30.5.1. Licensing**

- a. Software provided by the Bidder to WA OSPI should contain a provision for perpetual licensing with all upgrade options. License agreements should also contain a provision for the OSPI to maintain a version of the software in escrow in the event the Bidder is unable to continue business for financial or other business reasons.
- b. The software license should also contain the provision to host the software on OSPI systems and for OSPI to receive updates and upgrades.
- c. The OSPI reserves the right, with consent of the Bidder, to offer the Master Agreement resulting from this Solicitation to other state agencies requiring the product(s) or service(s).

#### **30.5.2. Coding Requirements**

Describe how the proposed product meets the follow needs:

- a. Secure coding practices: Use the applicable portions of the Security Control Framework Compliance. NIST Special Publication 800-53A Revision (4) Four Security Control Framework.
- b. All code developed and implemented should be developed using secure coding practice and should include informational and scalable developer notes and may be subject to detailed code reviews by WA OSPI.
- c. No Surreptitious Code Warranty: ensure the software works continuously and will not stop working because a license or registration code does not receive an update.

### **30.5.3. Code Testing**

- a. WA OSPI reserves the right to conduct external non-invasive vulnerability and security assessments of the software and infrastructure used to provide services prior to implementation and periodically thereafter. Upon completion of these assessments, the WA OSPI will communicate any findings to the Bidder for action. Any cost relating to the alleviation of the findings will be the responsibility of the Bidder.
- b. Mitigation of any vulnerability findings will be subject to re-evaluation after completion. In cases where the Bidder is not able to achieve direct mitigation of findings, they shall communicate this and work closely with OSPI and Cybersecurity teams to identify acceptable compensating controls that will reduce risk to an acceptable and agreed upon level. An accredited third party source may be selected by the Bidder to address findings, provided they will acknowledge all cost and provide valid documentation of mitigation strategies in an agreed upon timeframe.

### **30.5.4. Code and Data Ownership**

- a. OSPI is the designated owner of all data and shall approve all access to that data. The Bidder shall not have ownership of any grant data at any time.
- b. The Bidder shall comply with privacy policies established by governmental agencies or by state or federal law. In addition, this does not cover minor changes to the Bidder's software to integrate or facilitate OSPI functionality working properly.
- c. Source code added to the Bidder software to meet functionality requirements for OSPI shall become the property of OSPI. This does not cover configuration changes made to the Bidder software to make it operable for OSPI.

## **30.6. Protection of Confidential Information**

### **30.6.1. Definition of Confidential Information**

Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, Health Care data, medical data, law enforcement records, agency source code or object code, agency security data, or information identifiable to an individual that relates to any of these types of information.

Confidential Information also includes Personal Information, defined in RCW 42.56.590 as an individual's first name or first initial and last name in combination with any one or more of the following data elements:

- 1) Social security number;
- 2) Driver's license number or Washington identification card number; or
- 3) Account number or credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account.

### **30.6.2. Strictly Maintain Confidentiality**

Bidder agrees to hold Confidential Information in strict confidence and not to make use of Confidential Information for any purpose other than the performance of this Agreement. Bidder also agrees to release Confidential information only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Agreement, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without Agency's express written consent.

Bidder agrees that access to, or release, of such Confidential Information shall be only to employees or Subcontractors who have signed a nondisclosure agreement, data sharing agreement and/or a data use agreement as may be required which have been previously approved by the Agency. Bidder understands and agrees that it shall be foreclosed from direct access to such Confidential Information except when it has gained approval for such access and signed a nondisclosure agreement, data sharing agreement and/or a data use agreement or other such document as may be required, the terms of which have been previously approved by the Agency.

Bidder agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information. Data must be stored on secure servers with access to the data strictly controlled and limited to staff with appropriate training and clearance.

### **30.6.3. Destruction of Confidential Information in Bidder's Possession**

Immediately upon expiration or termination of this Agreement, the Bidder shall, at the Agency's option, comply with the following: (i) certify to Agency that all Confidential Information has been destroyed; or (ii) return all Confidential Information to its owner; or (iii) take whatever other steps Agency requires of Bidder to protect Confidential Information.

### **30.6.4. Tracking Access to Confidential Information**

Use of Confidential Information shall be consistent with state and federal law related to such use. At a minimum, Bidder shall maintain records documenting the Confidential Information received in the performance of this Agreement; the purpose(s) for which the Confidential Information was received; who received, maintained and used the Confidential Information; and the final disposition of the Confidential Information.

### **30.6.5. Monitoring Confidential Protections**

Agency reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Bidder through this Agreement. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

### **30.6.6. Violation of Confidentiality**

Violation of this section by Bidder or its Subcontractors may result in termination of this Agreement and demand for return or transfer of all Confidential Information, monetary damages, or penalties.

### **30.7. Information Security Requirements**

The Bidder acknowledges and agrees that it is responsible for ensuring that security requirements are implemented and maintained for the Program and therefore agrees to the following requirements:

#### **30.7.1. Safeguarding Confidential Information**

Bidder represents and warrants that its collection, access, use, storage, disposal and disclosure of Confidential Information does and will comply with all applicable federal, state and data protection laws, as well as all other applicable regulations and directives.

Bidder shall implement administrative, physical and technical safeguards to protect Confidential Information that are no less rigorous than accepted industry practices, as well as and the current State of Washington Office of the Chief Information Officer (OCIO) IT Security Standards (OCIO 141.10) relating to Securing Information Technology Assets Standards, and shall ensure that all such safeguards, including the manner in which Confidential Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

#### **30.7.2. Encryption of Information**

All Confidential Information shall be encrypted in transmission from the Account Owner to the Bidder, at rest in the data base or other data facility maintained by the Bidder, and when retransmitted to parties authorized to receive such information.

#### **30.7.3. Security Assignments**

Bidder agrees to designate an individual responsible for compliance with the terms of the OCIO IT Security Standards for the duration of this Agreement.

#### **30.7.4. Compliance Documentation**

On or before execution of this Agreement, Bidder will provide the following documentation of compliance with all applicable security policies and standards as outlined in this document:

- 1) Documentation of organizational security program outlining its security policies and practices, which conform to those outlined and required in this Agreement,
- 2) Results of compliance audits including findings and mitigations, and expected compliance date,
- 3) Incident response plan including notification procedures to the Agency,
- 4) Documented communication plan regarding breach notification including notification to the State of Washington Chief Information Officer (CIO) and State Chief Information Security Officer (CISO) per State of Washington Office of the Chief Information Officer (OCIO) IT security Incident Communications Policy (OCIO Policy No. 143), and
- 5) Statement on Standards for Attestation Agreements (SSAE) No. 16 Service Organization Control 2 (SOC 2) Type II audit report.

#### **30.7.5. Data Breach**

In the event of a data breach, the Bidder shall be responsible for following all protocols related to notification, which shall be at the individual claimant level. Further, the Bidder shall provide, at a minimum, two (2) years of identity tracking for each individual whose data has been breached or may have been breached.

#### **30.7.6. Agreement Compliance – Audit by Third Party**

Upon Agency's written request to confirm Bidder compliance with this Agreement, or in compliance with OCIO IT security standards, as well as any applicable laws, regulations and industry standards, the Bidder shall grant Agency or, upon Agency's



election, a third party on its behalf, permission to perform, at the expense of the Bidder, an assessment, audit, examination or review of all controls in the Bidder's physical and/or technical environment in relation to all Confidential Information being handled and/or services being provided pursuant to this Agreement.

Contactors shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure and application software that processes, stores or transports Confidential Information pursuant to this Agreement. In addition, upon Agency's written request, Bidder shall provide Agency with the results of any audit by or on behalf of Contactors performed that assesses the effectiveness of Bidder's information security program as relevant to the security and confidentiality of Confidential Information shared during the course of this Agreement.

#### **30.7.7. Site Audit Rights**

At least once every three years, Bidder shall conduct site audits of the information technology and information security controls for all facilities used in complying with its obligations, including, but not limited to, obtaining a network-level vulnerability assessment performed by a recognized third-party audit firm based on recognized industry best practices. Upon Agency's written request, Bidder shall make available to Agency or its agent for review Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control 2 (SOC 2) Type II audit reports. Agency shall treat such audit reports as Bidder's Confidential Information under this Agreement. Any exceptions noted on the SSAE report must be promptly addressed with the development and implementation of a corrective action plan by Bidder.

#### **30.8. Training**

Describe the Bidder's attributes to complete training:

##### **30.8.1. System Admin Training:**

The Bidder shall provide onsite training for OSPI system architects and administrators that describes how the system functions, connects to OSPI systems, and any special information needed to understand how well the solution fits OSPI needs.

##### **30.8.2. Grant Supervisor Training:**

The Bidder shall provide four (4) onsite trainings for OSPI staff.

##### **30.8.3. Grant Submitters Training:**

The Bidder shall provide six (6) onsite trainings for districts and Community Based Organizations (CBO) that will be submitting grant applications.

##### **30.8.4. Continued Training:**

The Bidder shall provide video training for the proposed system. The goal is to continually train up to 2,000 users every year so they understand changes to the system over time. The Bidder will provide an approach and estimate to train staff continually. OSPI reserves the right to exclude or include training in the contract.

#### **30.9. System and User Documentation**

Describe the system's documentation attributes:

### **30.9.1. System Documentation:**

The Bidder will provide documentation for the uniquely configured services. Maintain this documentation online for easy access and updated when significant modifications have taken place.

### **30.9.2. User Documentation:**

- a. The Bidder will provide an electronic reference for users. Having a method to provide contextual help in the application during normal use will satisfy this requirement.

*Please Note:* Mere repetition of the work statement in any of the above sections will not be considered responsive response.

## **31. MANAGEMENT PROPOSAL (SCORED)**

### **31.1. Project Management**

#### **31.1.1. Project Approach/Methodology**

Include a complete description of the Bidder's proposed approach and methodology for the project. This is not the project plan. This section should convey a high-level description of how the Bidder will approach completing the work. It will also give OSPI an idea that the Bidder understands the proposed project.

#### **31.1.2. Project Plan**

Include all project requirements and the proposed schedule, services, activities, etc. indicating when the work elements and deliverables will be complete to accomplish the scope of the project defined in this RFP. This section of the Technical Proposal must contain sufficient detail to convey, to members of the evaluation team, the Bidder's knowledge of the subjects and skills necessary to complete the project according to the requirements. Include any required involvement of OSPI staff. The Bidder may also present any creative approaches that might be appropriate and may provide pertinent supporting information.

#### **31.1.3. Deliverables**

Fully describe deliverables the Bidder will provide under the proposed contract.

#### **31.1.4. Outcomes and Performance Measurement**

Describe the impacts/outcomes the Bidder proposes to achieve as a result of the delivery of these services including how these outcomes would be monitored, measured and reported to the state agency.

#### **31.1.5. Project Team Structure/Internal Controls**

Provide a description of the proposed project team structure and internal controls the Bidder will use during the course of the project, including any Subcontractors. Provide an organizational chart of your firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management. Include who within the firm will have prime responsibility and final authority for the work.

## **31.2. Bidder and Candidate Qualification**

### **31.2.1. Bidder Staff Qualifications/Experience**

- a) Identify Bidder management and project staff, including Subcontractors, assigned to the contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide résumés for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information.

### **31.2.2. Staff Experience**

- a) The Bidder must commit that candidates identified in its proposal will actually perform the assigned work. Any staff substitution must have OSPI's prior approval.
- b) Include other relevant experience that indicates the qualifications of the candidate, and any Subcontractors, for the performance of the potential contract.
- c) Describe the level of Grant Management experience the Bidder has in the realm of education.

### **31.2.3. References**

Include a list of contracts the Bidder has had during the last five (5) years that relate to the Bidder's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses.

After OSPI invites the Bidder for oral interviews, use Attachment B to submit at least two (2) references to OSPI before the oral interview end date. OSPI suggests that Bidder's prepare references prior to oral interviews to ensure they are submitted in time.

By submitting a proposal in response to this RFP, the Bidder and team members grant permission to OSPI to contact these references and others, who from OSPI's perspective may have pertinent information. OSPI reserves the right to contact these references or others. Do not include current OSPI staff as references.

### **31.2.4. Past Performance**

Provide information regarding past performance by indicating if the Bidder has received notification of contract breach in the past five (5) years. This does not lead to automatic disqualification. However, OSPI reserves the right to disqualify Bidder proposals based on the Bidder's historical performance as outlined in the Responsible Bidder section above.

### **31.2.5. Education Grant Management Experience**

Describe the level of Grant Management experience the Bidder and Bidder have in the educational realm.

## **31.3. System Operations**

Describe the process and system used to support services after the initial installation, configuration, and, development is complete. How will you handle bug and enhancement requests through to completion? Include how the system allows for prioritization of requests and competes with other system customers.

### **31.3.1. Team Structure**

Provide a description of the proposed support team structure used during the Maintenance/Operation Phase of the contract, including any subcontractors. Provide an organizational chart of your firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management. Include who within the firm will have prime responsibility and final authority for the work.

### **31.3.2. Service Agreement or Maintenance Plan**

Provide a written sample of the service plan that describes service outages, down times, software updates, service timeframes, contact methods, and how often reports are generated. Other information may be included if you already produces standard reports. Include a sample status report used to communicate maintenance with OSPI.

### **31.3.3. Application Hosting**

Confirm that your proposed solution includes all of the application hosting activities outlined in RFP Section A.7, Scope of Work. If the Bidder's proposed application hosting activities include all of the activities outlined in RFP Section A.7, Scope of Work, then state "all of the RFP Section A.7, Scope of Work application hosting activities are included in the proposed solution." If your proposed solution does not include all the maintenance activities outlined in RFP Section A.7, Scope of Work, then specifically identify each and describe why it cannot be met by the Bidder.

### **31.3.4. Contractor Support/Training**

Provide a description of the Bidder's standard support offerings for end users and technical staff including help desk, application and technical support. Provide a copy of the standard service level agreement covering these services if applicable. Bidder must also provide on-line training (via WebEx) for the state staff and School Food Authorities on the use of the new system; including training materials, guides for the state and School Food Authorities. The training is expected to occur approximately 20 days before release of the new system to the field.

### **31.3.5. Change Control Practices**

Describe the Bidder's change control practices related to technical components (code, deployment, hardware, or documentation) of the changing system.

### **31.3.6. Status Reporting**

Describe any reporting the Bidder proposes to achieve a reliable maintenance schedule and OSPI customer satisfaction. as a result of the delivery of these services including how these outcomes would be monitored, measured and reported to the state agency. Include a Maintenance/Operation Phase sample status report.

## **32. COST PROPOSAL (SCORED)**

The evaluation process is designed to award this procurement not necessarily to the Consultant of least cost, but rather to the Consultant whose proposal best meets the requirements of this RFP. However, Consultants are encouraged to submit proposals that are consistent with state government efforts to conserve state resources.

### **Identification of Costs (Scored)**

Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the Contract. The Consultant is to submit a fully detailed budget including staff costs, administrative costs, travel costs, and any other expenses necessary to accomplish the tasks and to produce the deliverables under the Contract. Bidders are required

to collect and pay Washington State sales tax, if applicable. Please include taxes in your estimate if necessary.

**32.1. License**

Identify all costs including expenses charged for licensing and use of the software. Describe the costs for the contract period, maintenance period, and three (3) year total.

**32.2. Development**

Identify all costs associated with the development or modification of software to meet OSPi requirements. Describe the costs for the contract period, maintenance period, and three (3) year total.

**32.3. Maintenance**

Detail the costs to deliver maintenance support services outlined in the scope of work. Describe the annual costs for the maintenance period and three (3) year total.

**32.4. Hosting**

Detail the costs to host the application. Describe the costs for the contract period, maintenance period, and three (3) year total.

**32.5. Travel Costs**

If the Consultant's proposal includes any travel-related expenses as a line item, they are to be broken out separately. Any applicable mileage, meals, lodging, or other travel-related expenses, will be reimbursed in accordance with [Washington State travel regulations](#) established by the Office of Financial Management. Describe the costs for the contract period, maintenance period, and three (3) year total.

**32.6. Subcontractor Costs**

Costs for subcontractors are to be broken out separately. Please note if any subcontractors are certified by the Office of Minority and Women's Business Enterprises. Describe the costs for the contract period, maintenance period, and three (3) year total.

**33. PROJECT AND PROCUREMENT RISKS (NOT SCORED)**

**33.1. Initial Negotiations**

The timeline and cost may be modified up to 3% of the original bid during the contract negotiation. This will account for any unforeseen activities, risks, or issues that may cause the deliverable schedule or cost to be adjusted. Lower negotiated costs are acceptable.

**33.2. Overall Risk**

Define risks you identify as being significant to the success of the project. Include how you would propose to effectively monitor and manage these risks, including reporting of risks to the agency's contract manager. Include the cost to mitigate the risk.

## SECTION D. EVALUATION AND CONTRACT AWARD

### 33.3. EVALUATION PROCEDURE

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this RFP and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team, to be designated by OSPI, which will determine the ranking of the proposals.

### 33.4. EVALUATION WEIGHTING AND SCORING

The following points will be assigned to the proposals for evaluation purposes:

<b>Technical Proposal – 40%</b>	<b>Max 1,000 Points</b>
30.1 Software and System Requirements	200
30.2 System Privacy, Access, and Data Security	50
30.3 Data Integration and Migration	150
30.4 System Reports	150
30.5 Licensing and Coding Requirements	100
30.6 Protection of confidential Information	50
30.7 Information Security Requirements	150
30.8 Training	100
30.9 System and User Documentation	50

<b>Management Proposal – 32%</b>	<b>Max 800 Points</b>
31.1.1 Project approach methodology	50
31.1.2 Project plan	75
31.1.3 Deliverables	75
31.1.4 Outcomes and Performance Measurement	25
31.1.5 Project team Structure	25
31.2.1 Bidder Staff Qualifications	25
31.2.2 Candidate Staff Experience	50
31.2.3 References	50
31.2.4 Past Performance	25
31.2.5 Education Grant Management Experience	100
31.3.1 Team Structure	25
31.3.2 Service Agreement or Maintenance Plan	50
31.3.3 Application Hosting	75
31.3.4 Contractor Support/Training	75
31.3.5 Change Control Practices	50
31.3.6 Status Reporting	25

<b>Cost Proposal – 20%</b>	<b>Max 500 Points</b>
32.1 Licensing Costs	-
32.2 Development Costs	-
32.3 Maintenance Costs	-
32.4 Hosting Costs	-
32.5 Travel Costs	-
32.6 Subcontractor Costs	-

<b>Cost Proposal – 20%</b>	<b>Max 500 Points</b>
<i>Points Awarded on Total Cost</i>	<i>500</i>
<b>Oral Presentation – 8% (if determined necessary by OSPI)</b>	<b>Max 200 Points</b>
38 Oral Presentation	200
<b>Grand Total For Proposal</b>	<b>Max 2500 Points</b>

### 33.5. BIDDER SYSTEM PRESENTATIONS

OSPI, at its sole discretion, may elect to select the top scoring finalists from the written evaluation for an oral presentation and final determination of contract award. Should OSPI elect to hold oral presentations, it will contact the top-scoring firm(s) to schedule a date, time and location. Commitments made by the Bidder at the oral interview, if any, will be considered binding.

The scores from the written evaluation and the oral presentation combined together will determine the Apparent Successful Bidder.

## 34. NOTIFICATION TO BIDDERS

Proposals that have not been selected for further negotiation or award will be notified via email by the RFP Coordinator.

### 34.1. Apparent Successful Bidder Notification

The Bidder submitting the Response most advantageous to the State will be declared the ASB. The date of announcement of the ASB will be the date the announcement letter is postmarked or, if emailed, the date the email is sent. The State will enter into contract negotiations with the ASB.

### 34.2. Apparent Successful Bidder Planning Workshop

Prior to announcing the ASB, OSPI and the Bidder will participate in a Planning Workshop to account for all activities in the project and assign an appropriate cost.

The Planning Workshop will consist of ensuring all requirements are considered, refining the project plan, and settling on the cost. Proposals shall include the Bidder's most favorable and competitive cost estimate to perform the work prior to the Planning Workshop. OSPI will not negotiate a cost higher than the Bidder's proposed solicitation cost. The Bidder will not be compensated for the planning workshop. After the cost is negotiated, the Bidder is expected to absorb all costs for unstated work required to complete the project.

Should contract negotiations fail to complete within two (2) weeks after initiation, the State may immediately cease contract negotiations, declare the Bidder with the second highest score as the new ASB, and enter into contract negotiations with that Bidder. This process will continue until the contracts are signed or no qualified Bidders remain.

## **SECTION E. RFP EXHIBITS**

Exhibit A - Certification And Assurances  
Exhibit B – Sample Contract  
Exhibit C - General Terms And Conditions  
Exhibit D - Contractor Intake Form  
Exhibit E – Proposal Checklist  
Attachment A – System Requirements  
Attachment B – Vendor References



## EXHIBIT A - Certification and Assurances

*Bidder must sign and include the full text of this Exhibit A with their proposal.*

Bidder makes the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

- 1) Bidder declares that all answers and statements made in the proposal are true and correct.
- 2) The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, Bidder may freely join with other persons or organizations to present a single proposal.
- 3) The attached proposal is a firm offer for a period of one hundred eighty (180) days following receipt, and it may be accepted by OSPI without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the one hundred eighty (180) day period.
- 4) In preparing this proposal, Bidder has not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
- 5) Bidder understands that OSPI will not reimburse Bidder for any costs incurred in the preparation of this proposal. All proposals become the property of OSPI, and Bidder claims no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
- 6) Unless otherwise required by law, the prices and/or cost data, which have been submitted, have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor.
- 7) Bidder agrees that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, Bidder has described those exceptions in detail on a page attached to this document.
- 8) No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal that will restrict competition.
- 9) Bidder grants OSPI the right to contact references and others, who may have pertinent information regarding the Bidder's prior experience and ability to perform the services contemplated in this procurement.
- 10) Bidder acknowledges that if awarded a contract with OSPI, Bidder is required to comply with all applicable state and federal civil rights and other laws. Failure to comply may result in Contract termination. Bidder agrees to submit additional information about its nondiscrimination policies, at any time, if requested by OSPI.
- 11) Bidder certifies that Bidder has not, within the three-year period immediately preceding the date of release of this competitive solicitation, been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment to have willfully violated state minimum wage laws (RCW 49.38.082; Chapters 49.46 RCW, 49.48 RCW, or 49.52 RCW).

- 12) Bidder has not been debarred or otherwise restricted from participating in any public contracts.
- 13) Bidder certifies that Bidder has not willfully violated Washington state's wage payment laws within the last three (3) years.
- 14) Bidder acknowledges its obligation to notify OSPI of any changes in the certifications and assurances above.

*I certify under penalty of perjury of the laws of the State of Washington that the foregoing is true and correct.*

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Signature of Bidder	Date	Place Signed (City, State)
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Print Name	Title	Organization Name
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## EXHIBIT B – Sample Contract

### SAMPLE CONTRACT

Contract No. \_\_\_\_\_

between

SUPERINTENDENT OF PUBLIC INSTRUCTION,  
STATE OF WASHINGTON  
(hereinafter referred to as Superintendent)  
Old Capitol Building, P.O. Box 47200  
Olympia, WA 98504-7200

and

**[CONTRACTOR NAME]**  
(hereinafter referred to as Contractor)  
**[Contractor Address]**

Federal Identification # - [REDACTED]  
Unified Business Identifier # - [REDACTED]

In consideration of the promises and conditions contained herein, Superintendent and Contractor do mutually agree as follows:

#### I. DUTIES OF THE CONTRACTOR

A. The general objective(s) of this contract is/are as follows:

[A brief description of the agreed upon services will be included here.]

B. In order to accomplish the general objective(s) of this contract, Contractor shall perform the following specific duties to the satisfaction of the Superintendent's designee, [OSPI Contract Manager]:

[A description of the work to be performed by Contractor in detail, including a breakdown of the quantifiable steps or components of what the Contractor is to do will be included here.]

C. The Contractor shall produce the following written reports or other written documents (deliverables) by the dates indicated below:

[Deliverables may be listed here.]

All written reports required under this contract must be delivered to the Superintendent's designee in accordance with the schedule above.

## II. CONDITIONS OF COMMENCEMENT OF PERFORMANCE AND SCHEDULE OF PERFORMANCE

No costs shall be incurred under this Contract until fully executed and subsequent to the termination date.

The schedule of performance of Contractor's duties is as follows:

[start date], or date of execution, whichever is later, through [end date].

## III. DUTIES OF THE SUPERINTENDENT

- A. In consideration of Contractor's satisfactory performance of the duties set forth herein, Superintendent shall compensate Contractor at a rate not to exceed a total of \$ [redacted]. Payment for satisfactory performance shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work, which will cause the maximum payment to be increased.

Contractor shall be entitled to reimbursement for expenses incurred, as follows:

- Travel and per diem expenses for [#] person(s) in the amounts and for the purposes otherwise established for state employees at the time of incurrence by the rules and regulatory policies of the Office of Financial Management (OFM) not to exceed \$ [redacted]. Contractor's "official duty station" (i.e., the origin of reimbursable travel and/or per diem) shall be [official duty station].

and/or

- Expenses incurred for the following specified purposes not to exceed a total of \$ [redacted]. Contractor must submit receipts or other documentation.

Maximum consideration for this entire contract shall not exceed \$ [redacted].

Funds for the payment of this contract are provided by federal program(s) [program title], Catalog of Federal Domestic Assistance #(s) [CFDA#].

- B. Payment shall be made to the Contractor as follows:

Periodically in the form of progress payments in the amounts and for the stages of partial performance set forth below:

[Schedule of payments may be included here.] or

Periodically based on invoices submitted by the Contractor for actual costs incurred to date based on receipts or other documentation.

Invoice(s) will be paid only after approval by the Superintendent's designee and Agency Financial Services, OSPI. The invoice shall include an original signature, the contract number, and document to the Superintendent's designee's satisfaction a description of the work performed and payment requested. Within approximately thirty (30) working days of the Superintendent's designee receiving and approving the invoice, payment will

be mailed or electronically transferred to the Contractor by Agency Financial Services, OSPI.

- C. Final payment shall be made after acceptance by the Superintendent's Contract Manager or Designee if received by the Superintendent within ninety (90) days after the contract expiration date, unless negotiated with the Contract Manager or Designee and the Fiscal Budget Analyst.

**IV. RENEWAL**

Superintendent has the right to renew this contract in whole or in part for the year(s) [renewal year(s)] by giving notice on or before [date] to the Contractor. If Superintendent provides such notice to the Contractor, the Contractor shall be obligated to enter into a contract with the same fiscal obligations as the previous contract year, provided that Superintendent and Contractor shall negotiate any revision of additional services or goals beyond those encompassed in the previous contract.

**I. CONTRACT MANAGEMENT**

The following shall be the contact person for all communications and billings regarding the performance of this contract.

<b>Contractor</b>	<b>Superintendent</b>
<b>[Contract Manager's Name]</b>	<b>[Contract Manager's Name]</b>
<b>[Contract Manager's Title]</b>	<b>[Contract Manager's Title]</b>
<b>[Contract Manager's Address]</b>	Old Capitol Building, P.O. Box 47200 Olympia, WA 98504-7200
<b>Phone: ( ) -</b>	Phone: ( ) -
<b>Fax: ( ) -</b>	Fax: ( ) -
<b>Email: [Contract Manager's Email Address]</b>	Email: [Contract Manager's Email Address]

**V. INCORPORATION OF ATTACHMENTS AND ORDER OF PRECEDENCE**

Each of the attachments listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and state of Washington statutes and regulations
- Special Terms and Conditions as contained in this basic contract instrument
- Attachment A – Contract for Services, General Terms and Conditions
- Attachment B – Request for Proposals with any formal RFP amendments that change scope of work, etc.
- Attachment C – Contractor’s Proposal
- Any other provision, term or material incorporated herein by reference or otherwise incorporated.

**VI. APPROVAL**

This contract shall be subject to the written approval of the Superintendent’s authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

We the undersigned agree to the terms of the foregoing contract.

<b>[CONTRACTOR NAME]</b>	<b>SUPERINTENDENT OF PUBLIC INSTRUCTION STATE OF WASHINGTON</b>
<p>Signature and Title</p>   <p>Print Name and Date</p>  <p>Who certifies that he/she is the Contractor identified herein, OR a person duly qualified and authorized to bind the Contractor so identified to the foregoing Agreement.</p> <p>Non-profit organization? <input type="checkbox"/> yes* <input type="checkbox"/> no            *If yes, under what IRS section? Please attach a copy.</p> <hr/>	<p>Sheryl Turner, Contracts Administrator</p>   <p>Date</p>  <p style="text-align: center;">Approved as to FORM ONLY by the Assistant Attorney General</p>

## EXHIBIT C - General Terms and Conditions

Attachment A  
Contract for Services  
**GENERAL TERMS AND CONDITIONS**

1. **Access to Data.** In compliance with Chapter 39.26 RCW, the Contractor shall provide access to data generated under this Contract to the Superintendent, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.
2. **Alterations and Amendments.** This Contract may be amended only by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
3. **Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the "ADA" 28 CFR Part 35.** The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
4. **Assignment.** Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the Superintendent.
5. **Assurances.** The Superintendent and the Contractor agree that all activity pursuant to this Contract will be in accordance with all applicable current federal, state and local laws, rules and regulations.
6. **Attorney's Fees.** In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.
7. **Audit Requirements.** If the Contractor is a Subrecipient of federal awards as defined by the Office of Management and Budget (OMB) CFR, Part 200, Subpart F, and expends seven hundred and fifty thousand dollars (\$750,000) or more in federal awards (does not apply to contracts for goods and services) from all federal sources in any fiscal year beginning on or after December 26, 2014, the Contractor shall procure at their expense a single or program-specific audit for that year. The Contractor shall incorporate OMB CFR, Part 200, Subpart F audit requirements into all contracts between the Contractor and its Subcontractors who are Subrecipients of federal awards. The Contractor shall comply with any future amendments to OMB and any successor or replacement Circular or regulation.
8. **Budget Revisions.** Any monetary amount budgeted by the terms of this Contract for various activities and line item objects of expenditure may be revised without prior written approval of Superintendent, so long as the revision is no more than ten percent (10%) of the original line item amount and the increase in an amount is offset by a decrease in one or more other amounts equal to or greater than the increase. All other budget revisions exceeding ten percent (10%) shall only be made with the prior written approval of the Superintendent.
9. **Certification Regarding Debarment, Suspension, and Ineligibility.** The Contractor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, or

voluntarily excluded from participation in transactions by any federal department or agency. The Contractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, proposed for debarment, or voluntarily excluded from participation in covered transactions by any federal department or agency. "Covered transactions" include procurement contracts for goods that are expected to equal or exceed twenty-five thousand dollars (\$25,000). Contractor may do so by obtaining a certification statement from the potential subcontractor or subrecipient or by checking online at the System for Award Management (SAM), Excluded Parties List. The Contractor shall immediately notify the Superintendent if, during the term of this contract, Contractor becomes debarred. The Superintendent may immediately terminate this Contract by providing Contractor written notice if Contractor becomes debarred during the term of this Contract.

The Contractor also certifies that neither it nor its principals are debarred, suspended, or proposed for debarment from participation in transactions by any state department or agency. The Contractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, or proposed for debarment from participation in covered transactions by any state department or agency.

**10. Certification Regarding Lobbying.** The Contractor certifies that Federal-appropriated funds will not be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Contractor shall require its subcontractors to certify compliance with this provision.

**11. Certification Regarding Wage Violations.** The Contractor certifies that within three (3) years prior to the date of execution of this Contract, Contractor has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52.

The Contractor further certifies that it will remain in compliance with these requirements during the term of this Contract. Contractor will immediately notify the Superintendent of any finding of a willful violation entered by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction entered during the term of this Contract.

**12. Change in Status.** In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Contractor, Contractor agrees to notify the Superintendent of the change. Contractor shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.

**13. Confidentiality.** The Contractor acknowledges that all of the data, material and information which originates from this Contract, and any student assessment data, material and information which will come into its possession in connection with performance under this Contract, consists of confidential data owned by the Superintendent or confidential personally identifiable data subject to the federal Family Educational Rights and Privacy Act or other privacy laws, and that disclosure to or use by third parties would be damaging. The Contractor, therefore, agrees to hold all such material and information in strictest confidence,



not to make use thereof other than for the performance of this Contract, to release it only to authorized employees and agents requiring such information and not release or disclose it to any other party. The Contractor agrees to release such information or material only to employees and agents who have signed a written agreement expressly prohibiting disclosure.

**14. Copyright Provisions.** Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and copyright shall be owned by the Superintendent. The Superintendent shall be considered the author of such Materials. If Materials are not considered "works for hire", Contractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the Superintendent effective from the moment of creation of such Materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Copyright ownership includes the right to patent, register and the ability to transfer these rights.

Contractor understands that, except where otherwise agreed to in writing or approved by the Superintendent or designee, all original works of authorship produced under this Contract shall carry a [Creative Commons Attribution License](#), version 4.0 or later.

All Materials the Contractor has adapted from others' existing openly licensed resources must be licensed with the least restrictive open license possible that is not in conflict with existing licenses.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, Contractor will license the materials to allow others to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. If the Contractor would like to limit these pre-existing portions of the work to [non-commercial use](#), the [Creative Commons Attribution-NonCommercial-ShareAlike](#) license, version 4.0 or later, is acceptable for these specific sections.

The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to apply such a license.

The Contractor shall exert all reasonable effort to advise the Superintendent, at the time of delivery of data furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Superintendent shall receive prompt written notice of each notice or claim of infringement received by the Contractor with respect to any data delivered under this Contract. The Superintendent shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

**15. Covenant Against Contingent Fees.** The Contractor warrants that no person or selling agent 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 agent maintained by the Contractor for the purpose of securing business. The Superintendent shall have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fees.

**16. Disputes.** In the event that a dispute arises under this Contract, it shall be determined by a Dispute Board in the following manner: (1) The Superintendent shall appoint a member to the Dispute Board; (2) the Contractor shall appoint a member to the Dispute Board; (3) the Superintendent and the Contractor shall jointly appoint a member to the Dispute Board; (4) the Dispute Board shall evaluate the dispute and make a determination of the dispute; and, the determination of the Dispute Board shall be final and binding on the parties hereto.

As alternatives to the above Dispute Board process: (1) if the dispute is between two or more state agencies, any one of the agencies may request intervention by the Governor, as provided by 43.17.330 RCW, in which event the Governor's process shall control; and, (2) if the dispute is between a non-state agency and another state agency or non-state agency party to this Contract, all the disputing parties may mutually agree to mediation prior to submitting the dispute to a Dispute Board in the event the dispute is not resolved pursuant to mediation within an agreed-upon time period.

**17. Duplicate Payment.** The Superintendent shall not pay the Contractor, if the Contractor has charged or will charge the state of Washington or any other party under any other contract or agreement, for the same services or expenses.

**18. Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

**19. Ethical Conduct.** Neither the Contractor nor any employee or agent of the Contractor shall participate in the performance of any duty or service in whole or part under this Contract in violation of, or in a manner that violates any provision of the Ethics in Public Service law at Chapter 42.52 RCW, RCW 42.17A.550, RCW 42.17A.555, and 41.06.250 prohibiting the use of public resources for political purposes.

**20. Governing Law.** This Contract shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.

**21. Indemnification.** To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the Superintendent and all officials, agents, and employees of the Superintendent, from and against all claims for injuries or death arising out of or resulting from the performance of this Contract. "Claim" as used in this Contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Additionally, "claims" shall include but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or in unlawful restraint of competition. Contractor's obligation to indemnify, defend and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the Superintendent for any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines out of or incident to Contractor's or subcontractor's performance or failure

to perform the Contract. Contractor's obligation to indemnify, defend, or hold harmless the Superintendent shall not be eliminated or reduced by any actual or alleged concurrent negligence by Superintendent or its agents, employees, or officials.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless Superintendent and its agents, employees, or officials.

**22. Independent Capacity of the Contractor.** The parties intend that an independent Contractor relationship will be created by this Contract. The Contractor and his/her employees or agents performing under this Contract are not employees or agents of the Superintendent. The Contractor will not hold himself/herself out as nor claim to be an officer or employee of the Superintendent or of the state of Washington by reason hereof, nor will the Contractor make any claim or right, privilege, or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

### **Insurance.**

a. **Worker's Compensation Coverage.** The Contractor shall at all times comply with all applicable worker's compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the fullest extent applicable. This requirement includes the purchase of industrial insurance coverage for the Contractor's employees, as may now hereafter be required of an "employer" as defined in Title 51 RCW. Such worker's compensation and occupational disease requirements shall include coverage for all employees of the Contractor, and for all employees of any subcontract retained by the Contractor, suffering bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Satisfaction of these requirements shall include, but shall not be limited to:

- 1) Full participation in any required governmental occupational injury and/or disease insurance program, to the extent participation in such a program is mandatory in any jurisdiction;
- 2) Purchase worker's compensation and occupational disease insurance benefits to employees in full compliance with all applicable laws, statutes, and regulations, but only to the extent such coverage is not provided under mandatory governmental program in "a" above, and/or;
- 3) Maintenance of a legally permitted and governmentally approved program of self-insurance for worker's compensation and occupational disease.

Except to the extent prohibited by law, the program of the Contractor's compliance with worker's compensation and occupational disease laws, statutes, and regulations in 1), 2), and 3) above shall provide for a full waiver of rights of subrogation against the Superintendent, its directors, officers, and employees.

If the Contractor, or any subcontractor retained by the Contractor, fails to effect and maintain a program of compliance with applicable worker's compensation and occupational disease laws, statutes, and regulations and the Superintendent incurs fines or is required by law to provide benefits to such employees, to obtain coverage for such employees, the Contractor will indemnify the Superintendent for such fines, payment of benefits to Contractor or subcontractor employees or their heirs or legal

representatives, and/or the cost of effecting coverage on behalf of such employees. Any amount owed the Superintendent by the Contractor pursuant to the indemnity may be deducted from any payments owed by the Superintendent to the Contractor for the performance of this Contract.

- b. **Automobile Insurance.** In the event that services delivered pursuant to this Contract involve the use of vehicles, owned or operated by the Contractor, automobile liability insurance shall be required. The minimum limit for automobile liability is:

\$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

- c. **Business Automobile Insurance.** In the event that services performed under this Contract involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required. If Contractor-owned personal vehicles are used, a Business Automobile policy covering a minimum Code 2 “owned autos only” must be secured. If the Contractor’s employees’ vehicles are used, the Contractor must also include under the Business Automobile policy Code 9, coverage for “non-owned autos.” The minimum limits for automobile liability is:

\$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

- d. **Public Liability Insurance.** The Contractor shall at all times during the term of this Contract, at its cost and expense, carry and maintain general public liability insurance, including contractual liability, against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services provided under this Contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased from time to time as deemed necessary by the Superintendent, with the approval of the Contractor (which shall not be unreasonably withheld), shall not be less than as follows:

<b>Insurance Item</b>	<b>Amount</b>
Each Occurrence	<b>\$1,000,000</b>
General Aggregate Limits (other than products-completed operations)	<b>\$2,000,000</b>
Products-Completed Operations Limit	<b>\$2,000,000</b>
Personal and Advertising Injury Limit	<b>\$1,000,000</b>
Fire Damage Limit (any one fire)	<b>\$50,000</b>
Medical Expense Limit (any one person)	<b>\$50,000</b>

- e. **Proof of Insurance.** Certificates and or evidence satisfactory to the Superintendent confirming the existence, terms and conditions of all insurance required above shall be delivered to the Superintendent within five (5) days of the Contractor’s receipt of Authorization to Proceed.

- f. **General Insurance Requirements.** Contractor shall, at all times during the term of the Contract and at its cost and expense, buy and maintain insurance of the types and amounts listed above. Failure to buy and maintain the required insurance may result in the termination of the Contract at the Superintendent’s option. By requiring

insurance herein, Superintendent does not represent that coverage and limits will be adequate to protect Contractor and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the Superintendent in this Contract.

Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish proof of insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

**23. Licensing and Accreditation Standards.** The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary to the performance of this Contract.

**24. Limitation of Authority.** Only the Superintendent or the Superintendent's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Contract is not effective or binding unless made in writing and signed by the Superintendent.

**25. Non-Discrimination.** The Contractor shall comply with all the federal and state non-discrimination laws, regulations and policies, which are otherwise applicable to the Superintendent. Accordingly, no person shall, on the ground of sex, race, creed, religion, color, national origin, marital status, families with children, age, veteran or military status, sexual orientation, gender expression, gender identity, disability, or the use of a trained dog guide or service animal, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed by the Contractor and its agents under this Contract. The Contractor shall notify the Superintendent immediately of any allegations, claims, disputes, or challenges made against it under non-discrimination laws, regulations, or policies, or under the Americans with Disabilities Act. In the event of the Contractor's noncompliance or refusal to comply with this nondiscrimination provision, this Contract may be rescinded, cancelled or terminated in whole or part, and the Contractor may be declared ineligible for further contracts with the Superintendent.

**26. Overpayments.** Contractor shall refund to Superintendent the full amount of any overpayment under this Contract within thirty (30) calendar days of written notice. If Contractor fails to make a prompt refund, Superintendent may charge Contractor one percent (1%) per month on the amount due until paid in full.

**27. Payments.** No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the Superintendent. All payments to the Contractor are conditioned upon (1) Contractor's submission of a properly executed and supported voucher for payment, including such supporting documentation of performance and supporting documentation of costs incurred or paid, or both as is otherwise provided for in the body of this Contract under Duties of the Superintendent, and (2) Acceptance and certification by the Superintendent or designee of satisfactory performance by the Contractor.

Except as otherwise provided in this Contract, (1) All approvable vouchers for payment due to the Contractor shall be paid within thirty (30) calendar days of their submission by the

Contractor, and (2) All expenses necessary to the Contractor's performance of this Contract not specifically mentioned in the Contract shall be borne in full by the Contractor.

**28. Public Disclosure.** Contractor acknowledges that the Superintendent is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and that this Contract shall be a public record as defined in RCW 42.56. Any specific information that is claimed by the Contractor to be confidential or proprietary must be clearly identified as such by the Contractor. To the extent consistent with chapter 42.56 RCW, the Superintendent shall maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view the Contractor's information, the Superintendent will notify the Contractor of the request and the date that such records will be released to the requester unless Contractor obtains a court order enjoining that disclosure. If the Contractor fails to obtain the court order enjoining disclosure, the Superintendent will release the requested information on the date specified.

**29. Publicity.** The Contractor agrees to submit to the Superintendent all advertising and publicity matters relating to this Contract which in the Superintendent's judgment, Superintendent's name can be implied or is specifically mentioned. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of the Superintendent.

**30. Registration with Department of Revenue.** The Contractor shall complete registration with the Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.

**31. Records Maintenance.** The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review or audit by the Superintendent, personnel duly authorized by the Superintendent, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**32. Right of Inspection.** The Contractor shall provide right of access to its facilities to the Superintendent or any of its officers at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract on behalf of the Superintendent. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Contractor's business or work hereunder.

**33. Severability.** The provisions of this Contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

**34. Site Security.** While on Superintendent premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

**35. Subcontracting.** Neither the Contractor nor any subcontractor shall enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written approval of the Superintendent. Contractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Contract are included in any and all Subcontracts. In no event shall the existence of the subcontract operate to release or reduce liability of the Contractor to the Superintendent for any breach in the performance of the Contractor's duties. This clause does not include contracts of employment between the Contractor and personnel assigned to work under this Contract.

If, at any time during the progress of the work, the Superintendent determines in its sole judgment that any subcontractor is incompetent, the Superintendent shall notify the Contractor, and the Contractor shall take immediate steps to terminate the subcontractor's involvement in the work. The rejection or approval by the Superintendent of any subcontractor or the termination of a subcontractor shall not relieve the Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to the Superintendent.

**36. Taxes.** All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

**37. Termination for Convenience.** Except as otherwise provided in this Contract, the Superintendent or Superintendent's Designee may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Contract in whole or in part. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the Contractor as of midnight the second day of mailing in the absence of proof of actual delivery to and receipt by the Contractor. If this Contract is so terminated, the Superintendent shall be liable only for payment required under the terms of the Contract for services rendered or goods delivered prior to the effective date of termination.

**38. Termination for Default.** In the event the Superintendent determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, the Superintendent has the right to suspend or terminate this Contract. The Superintendent shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) days, the Contract may be terminated. The Superintendent reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the Superintendent to terminate the Contract. In the event of termination, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover Contract and all administrative costs directly related to the replacement Contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. The termination shall be deemed to be a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the Superintendent provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

**39. Termination Due to Funding Limitations.** In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, the Superintendent may, without advance notice and without liability for damages, terminate the Contract under the "Termination for Convenience" clause. The Superintendent and Contractor may, however, renegotiate this Contract under any such new funding limitations and conditions.

**40. Termination Procedure.** Upon termination of this Contract the Superintendent, in addition to other rights provided in this Contract, may require the Contractor to deliver to the Superintendent any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The Superintendent shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the Superintendent and the amount agreed upon by the Contractor and the Superintendent for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by the Superintendent, and (d) the protection and preservation of the property, unless the termination is for default, in which case the Superintendent shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause for this Contract. The Superintendent may withhold from any amounts due to the Contractor such sum as the Superintendent determines to be necessary to protect the Superintendent against potential loss or liability.

The rights and remedies of the Superintendent provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law under this Contract.

After receipt of a notice of termination, and except as otherwise directed by the Superintendent, the Contractor shall:

- a. Stop work under this Contract on the date and to the extent specified, in the notice;
- b. Place no further orders or subcontractors for materials, services or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
- c. Assign to the Superintendent, in the manner, at the times, and to the extent directed by the Superintendent, all rights, title, and interest of the Contractor under the orders and subcontracts in which case the Superintendent has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Superintendent to the extent the Superintendent may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the Superintendent and deliver, in the manner, at the times and to the extent as directed by the Superintendent, any property which, if the Contract had been completed, would have been required to be furnished to the Superintendent;



- f. Complete performance of such part of the work not terminated by the Superintendent; and
- g. Take such action as may be necessary, or as the Superintendent may direct, for the protection and preservation of the property related to this Contract which, in is in the possession of the Contractor and in which the Superintendent has or may acquire an interest.

**41. Treatment of Assets.** Except as otherwise provided for in the Contract, the ownership and title to all real property and all personal property purchased by the Contractor in the course of performing this Contract with moneys paid by the Superintendent shall vest in the Superintendent, except for supplies consumed in performing this Contract. The Contractor shall (1) maintain a current inventory of all the real and personal property; (2) label all the property "State of Washington, Superintendent of Public Instruction"; and, (3) surrender property and title to the Superintendent without charge prior to settlement upon completion, termination or cancellation of this Contract.

Any property of the Superintendent furnished to the Contractor shall, unless otherwise provided herein, or approved by the Superintendent, be used only for the performance of the Contract.

The Contractor shall be responsible for any loss or damage to property of the Superintendent which results from the negligence of the Contractor which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.

If any property is lost, destroyed, or damaged, the Contractor shall notify the Superintendent and take all reasonable steps to protect the property from further damage.

All reference to the Contractor under this clause shall include Contractor's employees, agents and subcontractors.

**42. Waiver.** A failure by either part to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the parties.



# CONTRACTOR/GOVERNMENTAL ENTITY INTAKE FORM

**All potential Office of Superintendent of Public Instruction (OSPI) Contractors or Governmental Entities must sign and submit this form before an OSPI contract or Agreement is offered.**

<b>1. CONTRACTOR NAME (AS LEGALLY REGISTERED WITH THE IRS):</b>		<b>CONTRACTOR DBA (DOING BUSINESS AS) NAME:</b>	
<b>2. CONTRACTOR ADDRESS &amp; CONTACT INFORMATION:</b>			
<b>ADDRESS (NUMBER, STREET, AND APT OR SUITE)</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>
<b>BUSINESS PHONE NUMBER</b>	<b>BUSINESS FAX NUMBER</b>		
<b>CONTRACT MANAGER NAME</b>	<b>CONTRACT MANAGER EMAIL ADDRESS</b>		
<b>CONTRACT MANAGER PHONE NUMBER</b>	<b>CONTRACT MANAGER FAX</b>		
<b>3. CONTRACTOR LICENSE:</b>			
Do you have a current Washington State business license? <input type="checkbox"/> Yes <input type="checkbox"/> No <b>If yes, attach a copy.</b>			
Have you had any contract to provide services terminated for default? <input type="checkbox"/> Yes <input type="checkbox"/> No	If you do not have a Washington State business license, explain why you are exempt from registering your business with the State of Washington.		
<b>If yes, please attach a list of each terminated contract with an explanation of the situation involved.</b>	To file for a Master Business Application, visit <a href="http://www.dor.wa.gov">www.dor.wa.gov</a> .		
<b>4. BUSINESS INFORMATION:</b>			
<b>How is your business organized?</b> Please select	If filing as Corporation, non-profit, attach a copy of 501(c) status.		
<b>Is your business a small, women/minority, or veteran-owned business" as defined in <a href="#">Chapter 39.26.010 RCW</a>?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please complete and submit the <a href="#">Self-Certification Statement</a> with this form. Refer to Chapter 39.26.010 RCW for more information.		
<b>TAXPAYER IDENTIFICATION NUMBER (TIN)</b>  SSN:    -   -                      EIN:    -	For individuals, this is your Social Security Number (SSN). For other entities (corporations, school districts, etc.) this is your Employer Identification Number (EIN).		
<b>STATEWIDE VENDOR NUMBER</b> SWV                      -	Individuals awarded contracts with OSPI are <b>required</b> to register as a Statewide Vendor. Visit the Department of Enterprise Services to <a href="#">register as a Statewide Vendor</a> .		
<b>5. WASHINGTON STATE EMPLOYMENT (Not applicable to ESDs, School Districts, and State Agencies):</b>			
Are you, or any of your business partners, directors, officers, managers, employees, or board members current or former (within the last 24 months) officers or employees of the State of Washington?   * <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A			
If you answered yes or are unsure, contact the <a href="#">Executive Ethics Board</a> for guidance (360-664-0871 or <a href="mailto:ethics@atg.wa.gov">ethics@atg.wa.gov</a> ). Submit a copy of the Executive Ethics Board decision with this form.			
<i>*District and Educational Service District employees are not considered state employees for this purpose. As a reminder, please check with your employer regarding their outside work policies.</i>			
<b>6. I certify, under penalty of perjury as provided by the laws of the State of Washington, that all of the foregoing statements are true and correct, and that I will notify OSPI of any changes in any statement.</b>			
<b>CONTRACTOR SIGNATURE</b>		<b>DATE</b>	
<b>PRINTED NAME</b>		<b>TITLE</b>	

## EXHIBIT E – Proposal Checklist

### PROPOSAL CHECKLIST

Please use the checklist below to ensure that you have submitted all required materials in the required format. This checklist does not need to be submitted with your proposal.

Included in Proposal	Component
<input type="checkbox"/>	Letter of Submittal
<input type="checkbox"/>	Technical Proposal
<input type="checkbox"/>	Management Proposal
<input type="checkbox"/>	References
<input type="checkbox"/>	Cost Proposal
<input type="checkbox"/>	Certifications and Assurances
<input type="checkbox"/>	Contractor Intake Form
<input type="checkbox"/>	Washington State Business License, if applicable (see Contractor Intake Form)
<input type="checkbox"/>	Small Business Self-Certification, if applicable (see Contractor Intake Form)

### Attachment A – System Requirements

This is a separate document attached the solicitation.

### Attachment B – Vendor References

This is a separate document attached the solicitation.