

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

REQUEST FOR QUALIFICATIONS (RFQ)

RFQ NO. 2018-28

PROJECT TITLE: Continuous Improvement Partners for the OSPI Support Team

Staffed with educational specialists with expertise in one or more of the following areas:

- English Learners (EL)
- Special Education/Students with Disabilities (SPED/SWD)
- Multi-Tiered System of Support (MTSS)
- Alternative/Reengagement Schools
- Data Support
- English Language Arts (ELA)
- Mathematics
- Change Management

PROPOSALS ENCOURAGED BY: 3:00 p.m., Pacific Standard Time (PST) on May 23, 2018.

ESTIMATED CONTRACT PERIOD: July 2, 2018, through June 30, 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: **Kyla Moore, RFQ Coordinator**
contracts@k12.wa.us
(Please note RFQ No. 2018-28 in email subject line.)

FAXED PROPOSALS WILL NOT BE ACCEPTED.

All communications concerning this RFQ must be directed only to the RFQ 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 RFQ Coordinator. Communication directed to parties other than the RFQ Coordinator may result in disqualification of the Consultant.

This RFQ 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 RFQ 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: 924-05: Educational Advisory Services, 924-18: Alternative educational Services, 924-19: Educational Research Services, 924-71: School Operation and Management Services, and 924-74: Special Education Services.

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.

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Section A. INTRODUCTION

1. DEFINITIONS

Definitions for the purposes of this RFQ include:

Agency or OSPI – The Washington State Office of Superintendent of Public Instruction and the entity issuing this RFQ.

Alternative Schools – Alternative Schools include Alternative Schools, Alternative Learning Experience (ALE), and Institutional Education. Alternative Schools are schools and programs that are designed to serve students who's educational, behavioral, and/or medical needs cannot be adequately addressed in a traditional school setting. ALE is public education where some or all of the instruction is delivered outside of a regular classroom schedule. Institutional Education is the provision of K-12 basic education services to incarcerated and previously incarcerated youth. Reengagement Schools provide education and services to older youth, ages 16-21, who have dropped out of school or not expected to graduate from high school by the age of 21.

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 RFQ.

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 Vendor are interchangeable.

Common Core State Standards (CCSS) – The CCSS describe the knowledge and skills in English Language Arts and Mathematics that students will need when they graduate, whatever their choice of college or career. These sets of standards define the knowledge and skills students should have to succeed in entry-level, credit-bearing, academic college courses and in workforce training programs. Washington, which joined the initiative in 2009 and adopted the standards in July 2011, is among forty-eight (48) states, two (2) territories, and the District of Columbia committed to developing Common Core of State Standards in English Language Arts and Mathematics for grades K-12.

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

Comprehensive Supports – A school that falls in the bottom five percent (5%), or a high school with a graduation rate lower than sixty-seven percent (67%) are identified for Comprehensive Supports. These schools are identified for intensive interventions to help drive turnaround in their school.

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 submitting a proposal in order to attain a contract with OSPI. For purposes of this Solicitation, the terms Bidder, Consultant, and Vendor are interchangeable.

Continuous Improvement Partner – Contractor who will lend professional expertise to provide focused coaching support to districts and schools for system and school improvement activities to improve student outcomes.

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

Data Support – Continuous Improvement Partner that works with educational services district(s) to provide direct support for specific identified schools and districts to build capacity for sustainability including: performing inventory of data collection methods, analyzing multiple sources of data, conducting root cause analysis, developing customized plans, and adjustment of those plans.

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.

Educational Service District (ESD) – A regional agency that provides cooperative and informational services to local school districts, assists OSPI and State Board of Education (SBE) in the performance of their respective statutory or constitutional duties, and provides services to school districts to assure equal educational opportunities.

English Language Arts (ELA) – The study and improvement that aims at developing the individual's comprehension and capacity for use of written and oral language.

English Learners (EL) – The indication of an individual who is in the process of acquiring the English language and whose first language is not English.

Elementary and Secondary Education Act of 1965 (ESEA) – An act emphasizes equal access to education and establishes high standards and accountability. The law authorizes federally funded education programs that are administered by the states. In 2002, Congress amended ESEA and reauthorized it as the No Child Left Behind Act of 2001 (NCLB).

Every Student Succeeds Act (ESSA) – The reauthorization of the Elementary and Secondary Education Act of 1965 (ESEA) and replacement of the No Child Left Behind Act of 2001 (NCLB). ESSA emphasizes high standards for graduation, maintaining accountability to lowest-performing schools, empowering state and local decision-makers, preserving annual assessments, and providing high-quality preschool.

Identified Schools – Schools identified for Comprehensive (All Students), Comprehensive for low graduation rate, Targeted supports, Required Action District (RAD), and School Improvement Grant (SIG).

Multi-Tiered System of Supports (MTSS) – Action framework that structures service delivery to assist staff and students to create a culture for learning that includes transformational leadership, collaborative inquiry, tiered support system, and data. Facilitates the focus on a

whole child, including supports for social-emotional needs, behavior (e.g. Positive Behavioral Intervention and Supports), along with academic intervention (e.g. Response to Intervention).

Office of Superintendent of Public Instruction (OSPI) – The primary agency charged with overseeing K-12 public education in Washington State.

Office of System and School Improvement – The program within OSPI issuing this RFQ. Office of System and School Improvement initiatives provide services to the schools and districts identified under federal School Improvement Grant (SIG), Washington School Improvement Framework (ESSA), and Washington State Legislature ESSB 5329 guidelines.

OSPI Support Teams – Teams consisting of Continuous Improvement Partners working with educational services district(s) and under the direction of OSPI that are strategically deployed across the state to provide support to schools identified to receive comprehensive or comprehensive low graduation rate support. Support for schools identified as Targeted for three (3) or more student groups underperforming and English Learner progress may also receive some support from these teams.

Proposal – A formal offer submitted in response to this RFQ.

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 Qualifications (RFQ) – Formal procurement document in which services needed are identified, and Consultants are invited to provide their qualifications to provide the services.

Required Action District (RAD) – Identified districts that include at least one school identified as persistently lowest-achieving, with the lowest levels of achievement and rates of improvement in the “All Students” subgroup in mathematics and reading for the past three (3) consecutive years.

Research Based Instructional Strategies (RBIS) – Instructional strategies with a research base supporting their high yield in student achievement.

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.

RFQ 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.

State Board of Education (SBE) – The agency that provides advocacy and strategic oversight of public education and promotes achievement of the Basic Education Act goals of [RCW 28A.150.210](#).

School Improvement Grant (SIG) – Authorized under section 1003(g) of Title I of the Elementary and Secondary Education Act of 1965 (Title I or ESEA), are grants to State educational agencies (SEAs) that SEAs use to make competitive subgrants to local educational agencies (LEAs) that demonstrate the greatest need for the funds and the strongest commitment to use the funds to provide adequate resources in order to raise substantially the achievement of students in their lowest-performing schools.

Special Education (SPED/Students with Disabilities (SWD)) – Special education and related services are provided annually to students under the Federal Individuals with Disabilities Education Act (IDEA) to ensure that children with disabilities and the families of such children have access to a free appropriate public education (FAPE). IDEA is focused on improving educational results for children with disabilities. [RCW 28A.155](#) provides the statutory basis for special education services in Washington, and [WAC 392-172A](#) provides the regulatory basis for both IDEA and RCW 28A.155.

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.

Targeted Support – A school with a student group (e.g. White, English Learners, low income, or students with disabilities) whose Washington School Improvement Framework score for that group falls below the state threshold for comprehensive support is identified for targeted support.

Vendor – 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 Vendor are interchangeable.

Washington School Improvement Framework (WSIF) - The overall score by which OSPI identifies schools for support, combining multiple measures to provide a picture of how schools are doing. Measures include proficiency and growth on English Language Arts and Math (Science to be included in the next identifying period), graduation rate, English Learner progress, regular attendance, 9th graders on track, and dual credit/advance course taking.

Washington State K-12 Learning Standards – As required by state law, OSPI develops the state's learning standards ([RCW 28A.655.070](#)) and oversees the assessment of the learning standards for state and federal accountability purposes. The learning standards also incorporate the Common Core State Standards for English Language Arts and Mathematics.

WEBS – Washington's Electronic Business Solution, the Consultant notification system found at [Washington Electronic Business Solution \(WEBS\) Procurement website](#) and maintained by the Washington State Department of Enterprise Services.

2. PURPOSE OF REQUEST FOR QUALIFICATIONS

The Office of Superintendent of Public Instruction (OSPI) is initiating this Request for Qualifications (RFQ) to solicit proposals from Consultants who are highly qualified educational specialists with school improvement and instructional content-specific experience and expertise interested in providing support and services to identified district and school staff and students under the direction of the Office System and School Improvement. The aim is to work with OSPI, educational services districts, district and school staff, students, parents, and community members in order to transform the student performance outcomes in our lowest performing schools.

3. BACKGROUND

OSPI is the primary agency charged with overseeing K-12 public education in Washington State. Led by State School Superintendent Chris Reykdal, OSPI works with the State's two hundred and ninety-five (295) school districts 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.

Under current State and Federal legislation, the [Office of System and School Improvement](#) shall work with the schools in our state that have been identified for support to:

1. Accelerate and substantially improve the academic achievement of all students;
2. Close opportunity and achievement gaps, using needs assessments and improvement activities to prioritize needs and invest limited resources in a small number of prioritized and specifically targeted goals;
3. Build effective systems to serve all students—including students with disabilities (special education), English learners and students from historically underserved groups—and sustain changes over time;
4. Support district and school leaders to recruit, retain, and develop staff to provide standards-based, rigorous, and differentiated instruction in a supportive learning environment to improve the outcomes for all students, including those that are underperforming;
5. Create conditions to scale-up innovations and sustain improvements over time; and
6. Satisfy requirements for districts and schools in the federal SIG/ESSA guidelines, the Washington School Improvement Framework, and the Washington State Legislature Engrossed Second Substitute Senate Bill (E2SSB) 5329.

These identified schools (currently “Comprehensive,” “Targeted,” “RAD”, and “SIG” schools) (approximately nine hundred and two (902) schools statewide) receive technical assistance from OSPI to support their efforts for continuous improvement.

With the reauthorization of the Every Child Succeeds Act and Washington's Consolidated ESSA Plan that outlines the Washington School Improvement Framework, Washington gained a greater opportunity to implement bold reforms to identify and address opportunity gaps. It allows state and local educators to decide how to best meet the individual needs of students they serve.

[Schools identified for Comprehensive support](#) are among the lowest-performing Title I and Non-Title I schools in the state, based on performance as measured with the Washington School Improvement Framework. Schools may be identified for Comprehensive support in two ways: Comprehensive (All Student) or Comprehensive-Graduation Rate.

Identification criteria for schools identified for Comprehensive Support is based on whether a school's All Students WSIF score falls below the threshold that establishes the bottom five percent (5%) of schools. For more specific information, go to OSPI's [ESSA page](#).

Identification criteria for schools identified for Comprehensive support for low graduation rate are based the percentage of students who graduate from a school, with adjustments to reward schools who graduate relatively large numbers of students in 5 or 6 years. The threshold for identification that less than two-thirds of the graduating cohort graduate in four years.

The goal of identifying schools identified for Comprehensive support is to close persistent opportunity gaps and substantially improve student learning and outcomes. There are approximately two hundred and fifty-three (253) schools identified for Comprehensive support.

[Schools identified for Targeted support](#) are among the lowest-performing Title I and Non-Title I schools in the state in a specific student group (ethnicity/race, English learners, low income, and/or special education/students with disabilities) or performance on English learner progress. Identification criteria for Targeted schools is that one or more student groups are under performing relative to all students in a school. For English learner progress, the identification criteria is based on the percentage of English learners who are making enough progress to transition out of the program within six years. For more specific information, go to OSPI's [ESSA page](#).

For the purposes of providing differentiated support, OSPI divides the schools identified for Targeted support into two (2) groups:

- Tier II: Includes schools that have been identified for Targeted support based on three (3) or more students groups or because of their English learner progress.
- Tier I: Includes schools that have been identified for Targeted support based on one (1) or two (2) students groups.

The goal of identifying schools for Targeted support is to improve performance, close persistent opportunity gaps, and substantially improve student learning and outcomes. There are approximately six hundred and forty-five (645) schools identified for Targeted support. Of those, approximately one hundred and twenty (120) are schools with three (3) or more student groups underperforming, forty-one (41) are Targeted for EL progress, and four hundred and eighty-four (484) are schools with one or two (2) student groups underperforming.

[Required Action Districts \(RAD\) schools](#) are identified within districts that include at least one (1) school identified as persistently lowest-achieving, with the lowest levels of achievement and rates of improvement in the all students subgroup in reading and mathematics for the past three (3) consecutive years.

[School Improvement Grant \(SIG\) schools](#) are among the lowest-performing Title I schools in the state under the former Achievement Index accountability system (i.e. Priority/Focus). SIG schools selected were identified as Priority schools in 2013-14 and are in their final year of implementation of the SIG grants. There are eight (8) grantees for the 2018-2019 year who are not currently identified or identified for Comprehensive or Targeted support.

4. OBJECTIVE AND SCOPE OF WORK

Support provided in the form of facilitating, providing guidance, and recommendations based on expertise and coaching to districts and schools identified with the greatest need will be provided

by Continuous Improvement Partners who are educational specialists in key content areas (i.e. supporting English learners, special education/students with disabilities, Multi-Tiered System of Support, alternative/reengagement schools, data support, ELA, mathematics, and change management). These Continuous Improvement Partners will serve as members on an OSPI Support Team.

The OSPI Support Teams will consist of at least three (3) Continuous Improvement Partners who will work in a coordinated fashion with the relevant educational services district(s) and under the direction of staff from OSPI to support system and school improvement work to improve student learning outcomes.

Additionally, the OSPI Support Teams will work side-by-side with district and school staff, students, parents, and community members in schools identified for Comprehensive supports (both all students and graduation rate), Targeted support for three or more students groups, and Targeted support for English learner progress. The OSPI Support Teams will not directly support schools identified for Targeted support for one (1) or two (2) students groups, or schools that have not been identified for supports. The scope of this work outlines the work that will take place over a three- (3-) year staged implementation plan for improvement activities as required by OSPI although some duties are more specific to certain years.

Staged Implementation Plan:

- Year One: Study and Strategize – Extended period of study, sense-making, and capacity building for data proficiency, root cause analysis, problem definition, and deep system review. School improvement planning in the spring.
- Year Two: Intentional Improvement – Capacity building on effective improvement activities. Implementation of school improvement plans with an emphasis on intentional Plan-Do-Study-Act designed “interventions”.
- Year Three: Scale, Spread, and Sustain – Capacity building on effective implementation activities and institutionalization of improvement behaviors and programs. Implementation of school improvement plans with an emphasis on expending Plan, Do, Study, Act (PDSA) efforts.

While contracts resulting from this RFQ will be for one (1) year, with the option to renew, the scope of work outlined below specifies work across the three (3) years of the first improvement cycle (2018-2021). Expected work of a Continuous Improvement Partner includes, but is not limited to, the following duties:

- Establish relationships with other members of the OSPI Support Team and assigned district(s) and school staff;
- Participate in a feedback loop between the schools, district(s), OSPI Support Team, ESD, and OSPI;
- Provide an external and reflective perspective to district and school leadership team as needed;
- Share expertise and partner in the development of the school improvement plan, particularly supporting:
 - Prioritized, specific, and attainable goals based on needs identified through data inquiry process and the comprehensive needs assessment;
 - Distributed and articulated roles and responsibilities for elements of the school improvement plan and subsequent progress monitoring;
 - Adoption of evidenced-based, best practices;
 - Short (e.g. 45 day) interim cycles of work to study, improve, iterate aligned to interim measures for regular progress monitoring;

- Regular adjustments to the plan; and
 - Planning for scale, spread, and sustainability of effective practices, behaviors, and systems.
- Provide resources, materials, tools, and information to support differentiated, rigorous, effective instruction with integrated service delivery (i.e. for specially designed instruction and supporting language acquisition) and to promote a strong tiered system of support;
- Engage in classroom walkthroughs and/or building audits with building leadership related to needs assessment and progress monitoring;
- Provide professional development, technical assistance, and coaching to whole/small groups and individuals (including administrators, classified, and certificated staff) in alignment with school improvement plan, educational expertise, and in coordination with the OSPI Support Team:
 - Create and model rigorous, differentiated lessons aligned to Washington State K12 Learning Standards, provide post-modeling reflection and debrief, observe and coach teachers teaching lesson;
 - Engage in collaborative planning with teacher leaders, content departments, grade level teams, and/or related essential staff for supporting and implementing effective instruction and a supportive learning environment; and
 - Provide assistance to teachers and building leaders in developing diagnostic, formative, and summative assessments to assess student learning.
- Engage in regular, ongoing articulation meetings led by OSPI content leads and other OSPI-specified meetings to provide professional development, policy updates, and other information required to ensure Continuous Improvement Partners have current and accurate information to communicate to districts and schools. This meeting commitment is expected up to account for up to twenty-five (25) days per year;
- Partner with OSPI and educational service districts to provide professional development to peer Continuous Improvement Partners, as well as OSPI and other ESD district staff as requested:
 - Potential for differentiated leadership/coordinating roles on OSPI Support Team or with OSPI and ESD.
- Submit a quarterly performance summary for evaluation and additional performance information upon request by OSSI leadership.

Underscoring the duties as outlined above, is engagement with the OSPI Support Team, an integrated team comprised of Continuous Improvement Partners and ESD partners. As part of an OSPI Support Team, the Contractor will:

- Participate in a feedback loop between the schools, district(s), the ESD, and OSPI:
 - Maintain a system level data collection and regularly review data for progress monitoring, designing, and implementing supports and interventions accordingly;
 - Engage in a practice of appreciative inquiry in the process of system review and data review.
- Facilitate change management work utilizing frameworks and content from research areas including, improvement science, implementation science, adaptive leadership:
 - Participate in professional development provided by OSPI around these selected content areas;
 - Deliver professional development to district(s) and school teams on these selected content areas.
- Assist districts and schools with a comprehensive needs assessment;

- Support the school leader(s) to identify and distribute leadership with a school leadership team comprised of a diverse group of stakeholders;
- Support professional development, capacity building, and facilitation of data inquiry and root cause analysis;
- Engage in regular analysis of student, classroom, school, district, and state data with schools and within the OSPI Support Team;
- Help districts and schools establish baseline measures, a data collection system for progress monitoring, and defining targeted outcomes (a.k.a. SMART goals);
- Assist the development of the school improvement plan and provide constructive feedback to ensure the plan will drive improvement activities that should lead to improved student outcomes;
- Partner with the district and school to facilitate alignment between the comprehensive needs assessment, the school improvement plan, resource allocation, and professional development offered to educators;
- Support district and school leadership in identifying and intervening with department and small groups to advance the school improvement plan;
- Develop a coordinated plan of supports, including a comprehensive plan for providing professional development and coaching, with the district and school for implementation year in the following school year, collaborating with OSPI to ensure that resourcing and supports are aligned with district and school needs;
- Serve as an active agent facilitating district(s) and schools' ability to focus on improvement efforts and mid- to long-term planning, while supporting the daily demands of leading buildings that may have high needs, coordinating with the district, ESD and OSPI as needed;
- Support the successful implementation of an effective communication system for supports which reduces and/or eliminates districts and schools receiving inaccurate or inconsistent information from various channels (e.g. between Continuous Improvement Partners, ESDs, and OSPI, etc.); this may include streamlining communication to reduce the "chatter/noise" buildings receive so they can focus on improvement efforts, helping to connect schools to needed supports/answers to questions in a timely fashion, etc.;
- Follow protocols outlined by OSPI to surface concerns about district or school level operations as needed – surfacing these concerns in a timely and effective manner to promote a positive and constructive resolution of concerns when possible; and
- Provide feedback and/or recognition to school, district, and community of strengths, progress, and achievement.

The Office of System and School Improvement anticipates contracting with approximately forty (40) Continuous Improvement Partners for the 2018-19 school year.

5. BIDDER QUALIFICATIONS

This RFQ is open to individuals or companies/firms who reside in Washington State. However, historically a role similar to the Continuous Improvement Partners have been individual consultants operating as sole proprietors. If you feel your company meets the minimum qualifications and can fulfill the needs of the RFQ, you are welcome to apply. The project team structure should be clearly outlined with an organizational chart of your firm indicating lines of authority for personnel involved in performance of this potential contract.

Minimum Qualifications:

- Licensed to do business in the State of Washington. If not licensed, provide a written intent to become licensed in Washington within thirty (30) calendar days of being selected as the Apparent Successful Bidder;
- Focus on supporting strong district and school cultures where expectations are clear, educators are provided with professional development and support to be successful, as well as opportunities to demonstrate leadership, families, and other partners are engaged as valued members of the education community, and students feel safe, supported, and challenged academically;
- A commitment for inclusion, equity, and justice to persist in the challenge of closing opportunity and achievement gaps for students;
- A tolerance for ambiguity and an inclination for innovation;
- Desire to work in a fast-paced, performance-based environment;
- Demonstrated experience using constructive, specific feedback to improve performance, utilizing a growth-minded leadership approach to working with educators – for example in coaching conversations, observation/class walkthroughs, etc.;
- Skillful use of the stances and verbal tools of learning-focused conversations;
- Demonstrated track record working as a member of a high-performing team, in which participants share responsibility for having a thriving and effective collaborative environment;
- Ability to model commitment to continued professional growth, including a positive and solution-oriented approach to reflective thinking on practices, trial and error, and risk taking;
- Experience in the educational field within the last three (3) years;
- Experience and skill set to advise and coach administrators and teachers in continuous improvement work, including both validating progress but also providing pressure (e.g. difficult conversations) as needed to close achievement and opportunity gaps;
- Demonstrated success at the school or district level, defined as significantly improving student performance and outcomes for all students or identified individual student groups (e.g. students with disabilities, English learners, students impacted by poverty, students experiencing homelessness, students of various races/ethnicities, etc.), ideally also resulting sustained, system-level positive change;
- Knowledge of data analysis;
- Experience leading data review and analysis protocol designed to encourage a collaborative culture of data informed decision-making;
- Experience providing engaging and effective professional development to large and small groups, both in person and through virtual platforms (e.g. Canvas, Zoom, WebEx, etc.), and working with adult learners;
- Reside in Washington State; and
- Ability to travel within the region of assignment, potentially statewide; and
- Undergo and pass a Washington State Patrol Fingerprint/Background Check. Consultant must complete within thirty (30) calendar days of being selected as the Apparent Successful Contractor (refer to Exhibit E for instructions).

Consultants 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.

Desirable Qualifications:

- Proof of past or present K12 teaching and/or administrative certification (as appropriate);
- Master's degree in education with an emphasis on curriculum and instruction, leadership, and/or content areas (i.e., English language learning, bilingual studies, special education, reading, mathematics);
- At least five (5) years of experience working in a leadership role at the state, Educational Service District (ESD), district, or school levels;
- At least five (5) years of experience in a classroom as an exemplary k12 educator, demonstrated through evaluations, student outcomes, family and community engagement, etc.;
- Demonstrated knowledge of effective curriculum and research-based instructional practices that promote achievement of all students;
- Knowledge of effective instructional frameworks and the development and implementation of tools to identify at-risk students and monitor student progress;
- Understanding and experience in leading district and school teams to build capacity in one (1) or several the following areas:
 - Use of data to make instructional improvement;
 - Improvement science;
 - Implementation science;
 - Professional learning communities (PLCs);
 - WA State Teaching Standards, Washington State K-12 Learning Standards, and/or English Language Development Standards;
 - Standards alignment processes;
 - Instruction planning for rigorous and engaging lessons;
 - Formative and interim assessment processes;
 - Differentiation;
 - Universal design for learning;
 - Program specific best practices (e.g. co-teaching for inclusive practices with students with disabilities, effective English language development, English learner program models, Guided Language Acquisition Development (GLAD) strategies, etc.); and
 - Understanding and preparing for the Smarter Balanced Assessment System.
- Knowledge and understanding of the three (3) instructional frameworks at play in Washington (Charlotte Danielson, Robert Marzano, and University of Washington's Center for Educational Leadership) and the Association of Washington School Principals' Leadership Framework, and ability to advise teachers and administrators through the lens of the districts' adopted framework in relationship to implementation of school improvement planning and continuous improvement activities;
- High-quality presentation skills and experience presenting to district and school teams;
- Experience as a district- or school-level administrator or teacher leader;
- Knowledge of current educational practice and educational reform in Washington State and understanding of the federal Every Student Succeeds Act mandates and other appropriate state and federal mandates and requirements; and
- Strong proficiency with internet navigation and Microsoft Office software (Word, PowerPoint, Publisher, Excel, etc.).

The following are additional desired qualifications, specific to those Consultants with specialized expertise in each role:

English Learners (EL):

- Hold a minimum of a master's degree in English language learning, bilingual education or equivalent endorsement;
- Demonstrated knowledge and expertise in academic vocabulary, language acquisition and classroom structures to support language acquisition with multilingual students;
- Demonstrated knowledge and understanding of current research on specialized instructional strategies for English learners to support effective academic language and literacy development in order to build capacity to implement the strategies in a variety of settings. Deep understanding and fluency with the English Language Development Standards and Washington State K–12 Learning Standards;
- Demonstrated knowledge and expertise in facilitating an analysis of a district and/or school's ELL program structure, focusing on students' access to specialized, effective Core Instruction;
- Demonstrated knowledge and understanding of developing, writing and refining rigorous, standards-based units of study that embed research-based strategies effective in supporting academic language development that include units with explicit academic vocabulary instruction, activities designed to encourage academic discourse, use of native language supports, and differentiated reading and writing activities; and
- Ability to lead data review and analysis protocol around the English Language Proficiency Assessment for the 21st Century (ELPA21) and English language development services.

Multi-Tiered System of Support (MTSS):

- Experience in working with problem-solving teams to implement the MTSS framework (i.e., PBIS, RtI);
- Demonstrated expertise in coaching and training school leadership teams and teachers in MTSS implementation;
- Experience in managing, analyzing and utilizing student data to guide data-based decision making;
- Experience in supporting teachers in identifying student needs and providing appropriate interventions.

Alternative/Reengagement Schools:

- At least (3) years of experience in alternative learning/reengagement schools as an educator or administrator;
- Demonstrated knowledge and understanding of social-emotional learning frameworks, competencies, resources, materials, tools, and curricula;
- Demonstrated knowledge and understanding of child and adolescent development.

Special Education/Students with Disabilities (SPED/SWD):

- Hold a minimum of a master's degree in special education;
- Demonstrated knowledge and understanding of current research on meeting the needs of students with disabilities;
- Demonstrated knowledge and understanding of analyzing, developing, or refining a Special Education system;

- The ability to incorporate academic standards into Individualized Education Programs based upon the use of student data;
- The ability to support educators in the use of evidence-based instructional practices to meet the needs of all diverse learners.

Data Support:

- At least three (3) years of experience using student information systems to collect, analyze, and utilize data to guide support and strengthen instructional practice to meet the needs of all students;
- Demonstrated effectiveness in using a cycle of inquiry and data analysis to address problems of practice in an education setting for improvement;
- Expertise in facilitating data improvement communities to identify needs, address data quality issues, and develop solutions;
- Skill in monitoring and interpreting data trends, patterns, and results in multiple, complex data sets to provide meaningful reports to schools and districts for further analysis;
- Knowledge and experience with education and accountability measurement, basic statistical calculations, data tools, and visualizations;
- Experienced in preparing instructional materials and delivering adult professional learning to affect change and improvement;
- Ability to effectively communicate with nontechnical and technical staff at varying levels in the organization;
- Ability to write clear, concise, and useful technical documentation.

English Language Arts (ELA):

- Hold a minimum of a master's degree in Reading, English Language Arts, or comparable major area of study;
- Demonstrated K-12 Reading/English Language Arts/Literacy content and pedagogical expertise;
- Fluent in the Washington State English Language Arts K-12 Learning Standards;
- Ability to facilitate teams in systematically reviewing K-12 English Language Arts program to: provide evidence of strengths and opportunities for growth; and identify systemic gaps to guide future planning;
- Ability to facilitate teams designing instruction and assessments based on Washington State K-12 English Learning Arts Learning Standards;
- Experience facilitating teams to support shifts in instructional practice that engage all students in literacy and sense making.

Mathematics:

- Hold a minimum of a master's degree in mathematics or mathematic education;
- Demonstrated K-12 mathematics content and pedagogical expertise;
- Deep understanding and fluency with the Washington State K-12 Mathematics Learning Standards;
- Ability to facilitate teams in systematically reviewing K-12 mathematics program to: provide evidence of strengths and opportunities for growth; and identify systemic 'gaps' to guide future planning;
- Ability to facilitate teams designing instruction and assessments based on Washington State K-12 Mathematics Learning Standards;

- Experience facilitating teams to support shifts in instructional practice that engage all students in mathematical reasoning and sense making.

Change Management:

- Hold a minimum of a master's degree in administration, education leadership, or business administration;
- Demonstrated knowledge of change management theories, improvement science, implementation science, school improvement or turnaround, adaptive leadership, or adult development;
- Experience consulting with or coaching executives.

6. PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFQ is tentatively scheduled to begin on or about July 2, 2018, and end on or about June 30, 2019. The option to extend any contract resulting from this procurement shall be at the sole discretion of OSPI.

OSPI reserves the right to amend to extend the contract for two (2) additional contract years through 2019-20 and 2020-21. Decision to amend shall be based on sustained satisfactory performance as decided by OSPI Office of System and School Improvement's Assistant Superintendent and/or designee, successful completion of project objectives, and availability of funding.

Additional services that are appropriate to the scope of this RFQ, as determined by OSPI, may be added to the resulting contract by a written amendment mutually agreed to and executed by both parties.

7. FUNDING

The successful Contractors resulting from this RFQ shall be compensated eighty-five dollars (\$85) per hour for this project.

In addition to compensation for services, Contractors shall also be reimbursed for mileage, meals, lodging, and other travel-related expenses incurred within Washington State in accordance with [Washington State travel regulations](#) established by the Office of Financial Management.

Total compensation will vary depending on the number of days a Consultant can commit to; however, Continuous Improvement Partners should be prepared to enter into a contract for between one hundred and twenty-five (125) and two hundred and twenty (220) days for the 2018-19 contract period.

A Consultant may enter in a contract of more than two hundred and twenty (220) days in the occurrence where additional intra-agency work is contracted with another division within OSPI.

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

8. AMERICANS WITH DISABILITIES ACT (ADA)

OSPI complies with the Americans with Disabilities Act (ADA). Consultants may contact the RFQ Coordinator to receive this Request for Qualifications in an alternative format.

Section B. GENERAL INFORMATION FOR CONSULTANTS

1. RFQ COORDINATOR

The RFQ Coordinator is the sole point of contact in OSPI for this procurement. All communication between the Consultant and OSPI upon receipt of this RFQ shall be with the RFQ Coordinator, as follows:

Name:	Kyla Moore
Address:	600 Washington Street South P.O. Box 47200 Olympia, WA 98504-7200
Email Address:	contracts@k12.wa.us

All communications concerning this RFQ must be directed only to the RFQ 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 RFQ Coordinator. Communication directed to parties other than the RFQ Coordinator may result in disqualification of the Consultant.

2. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Item	Action	Date
1.	OSPI issues RFQ	May 2, 2018
2.	Question and Answer period <i>Q&A will be updated as needed throughout the RFQ posting period</i>	May 2, 2018 until RFQ closes
3.	Complaints due	May 16, 2018
4.	Proposals due	May 23, 2018*
5.	OSPI conducts evaluation of written proposals	May 28-June 1, 2018
6.	OSPI conducts oral interviews with finalists (if determined necessary by OSPI)	June 4-22, 2018
7.	OSPI announces "Apparent Successful Bidders" and sends notification to unsuccessful Bidder(s)	June 25, 2018 <i>(or as proposals are received after initial screening)</i>
8.	OSPI conducts debriefing conferences (if requested)	As requested, per debriefing instructions
9.	Contract negotiation begins	June 25, 2018
10.	Anticipated contract start date	July 2, 2018 <i>(or as proposals are received after initial screening)</i>

OSPI reserves the right to revise the above schedule.

**** This solicitation will remain open until further notice. However, to be considered for a contract beginning July 2, 2018, Consultants are encouraged to submit proposals prior to 3:00 p.m. Pacific Standard Time on Wednesday, May 23, 2018.***

3. COMPLAINT PROCEDURE

The complaint process is available to Consultants interested in this RFQ. 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 Consultant 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 RFQ 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 RFQ, 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.

4. SUBMISSION OF PROPOSALS

This solicitation will remain open until further notice. However, to be considered for a contract beginning July 2, 2018, ***Consultants are encouraged to submit proposals prior to 3:00 p.m. Pacific Standard Time on Wednesday, May 23, 2018.*** Consultants shall submit proposals as an attachment to an email to the RFQ Coordinator listed above in Section B.1. (Please note **RFQ No. 2018-28** 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 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 become the property of OSPI and will not be returned.

5. PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

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

A. CONFIDENTIAL DOCUMENTS

For the purposes of this RFQ, 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.

B. 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:

- i. We will notify you. We will identify the requestor and the date that OSPI will disclose the requested records.
- ii. We will give you an opportunity to seek a court order to stop OSPI from disclosing the records.
- iii. 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](#).

6. ADDENDUMS AND AMENDMENTS TO THE RFQ

In the event it becomes necessary to revise any part of this RFQ, 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 RFQ. Additionally, all addenda referred to above will be released on WEBS under the commodity code(s) listed on the cover page of this RFQ. It will be the responsibility of interested Consultants to check the website periodically for addenda and amendments to the RFQ.

7. SMALL BUSINESS, 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 RFQ 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).

8. ACCEPTANCE PERIOD

Proposals must provide sixty (60) days for acceptance by OSPI from the due date for receipt of proposals.

9. RESPONSIVENESS

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

- Incomplete Proposal
- Failure to meet the minimum Bidder qualifications or to comply with any requirement set forth in this RFQ, including Attachments
- Submission of incorrect, misleading or false information
- History of prior unsatisfactory contractual performance

The RFQ 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 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.

10. 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 RFQ for incorporation into a contract resulting from this RFQ. 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.

11. 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 Bidder to submit its own standard contract terms and conditions in response to this solicitation. The Bidder 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 State may immediately cease contract negotiations, declare the Vendor 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.

12. 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 RFQ, in conduct of a presentation, or any other activities related to responding to this RFQ.

13. NO OBLIGATION TO CONTRACT

This RFQ 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 RFQ in whole or in part, prior to execution of a contract without penalty.

14. 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 RFQ.

15. COMMITMENT OF FUNDS

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

16. STATEWIDE VENDOR PAYMENT REGISTRATION

Consultants awarded contracts as a result of this RFQ will be required to register as a Statewide Vendor (SWV). The SWV file is a central vendor file maintained by the Office of Financial Management for use by Washington State agencies in processing vendor payments. This allows you, as a vendor, 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 Vendor. Participation in direct deposit is optional. For online registration, visit the [Department of Enterprise Services' website](#).

17. 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

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.

Sections of the proposal are to be submitted in the order noted below:

1. Letter of Submittal
2. Certifications and Assurances
3. Contractor Intake Form
4. Management 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.

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.

1. LETTER OF SUBMITTAL (MANDATORY)

The Letter of Submittal, the attached Certifications and Assurances, and attached Contractor Intake Form must be signed and dated by a person authorized to legally bind the Consultant 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).

The Letter of Submittal should describe recent (i.e. within past 3 years) educational experience and area(s) of expertise and experience: English Learners, Special Education/Students with Disabilities (SPED/SWD), Multi-Tiered System of Support (MTSS), Alternative/Reengagement School, Data Support, English Language Arts (ELA), English Learners (EL), Mathematics, and/or Change Management.

2. MANAGEMENT PROPOSAL

A. Project Management (SCORED)

1. **Project Team Structure/Internal Controls** – Provide a description of the proposed project team structure and internal controls to be used 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.
2. **Staff Qualifications/Experience** – Identify staff, including subcontractors, who will be assigned to the potential 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. The Consultant must commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of OSPI.

B. Experience of the Consultant (SCORED)

1. Describe experience in providing constructive, specific feedback to improve performance in five hundred (500) words or less.
2. Describe track record as a member of a high-performing team or teams in two hundred fifty (250) words or less.
3. Describe experience as well as at least one (1) of the following in two hundred fifty (250) words or less:
 - a. Commitment to persist in the challenge of closing the achievement and opportunity gap
 - b. Using data and a data analysis process to promote informed-decision making
 - c. Leading a change process
 - d. Tolerance for ambiguity
 - e. Inclination for innovation
4. If applicable, provide artifacts of content from a recent professional development provided to an individual or group of individuals (e.g. PowerPoint, handouts, etc.). Be prepared to speak to these materials in the interview.
5. Include other relevant experience that indicates the qualifications of the Consultant, and any subcontractors, for the performance of the potential contract.
6. Include a list of contracts the Consultant has had during the last five (5) years that relate to the Consultant's ability to perform the services needed under this RFQ. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses.

C. References (SCORED)

List names, addresses, telephone numbers, and fax numbers/email addresses of three (3) business references for whom work has been accomplished and briefly describe the type of service provided for them. By submitting a proposal in response to this RFQ, the vendor and team members grant permission to OSPI to contact these references and others, who from OSPI's perspective, may have pertinent information. OSPI may or may not, at OSPI's discretion, contact these references or others. Do not include current OSPI staff as references.

Please be aware that reference checks may take place near the end of the school year and into the summer months, and references may become hard to contact as a result. In order to avoid a lengthy evaluation process, the Consultant may be asked to provide alternate contact information and/or new references if the review team is unable to reach any references in a timely manner.

D. Past Performance

Provide information regarding past performance by indicating if the Consultant 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 Consultant proposals based on the Consultant's historical performance.

Section D. EVALUATION AND CONTRACT AWARD

1. EVALUATION PROCEDURE

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this RFQ 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.

The evaluation process is outlined below:

1. PHASE I – Written Evaluation

- a. RFQ Coordinator will review proposals using a Checklist for Responsiveness to verify whether or not they adhere to the minimum qualifications of the RFQ
- b. Responsive proposals will be forwarded to the evaluation team
- c. Evaluation team will conduct written evaluations of responsive proposals

2. PHASE II – Oral Interview

- a. Consultants whose written evaluation meets the pre-established cut score will be contacted for an oral interview

3. PHASE III – Performance Task

- a. After the oral interview, candidates will be asked to respond to a scenario, given some time to prepare, and then asked to model or role play in response to the scenario.

4. PHASE IV – Reference Checks

- a. References will be contacted for Consultants whose oral interview and performance task meets the pre-established cut score
- b. Pending outcome of reference check, Consultant will be notified

2. EVALUATION WEIGHTING AND SCORING

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

Phase I – Review of Written Evaluation	Maximum Score
Project Team Structure/Internal Controls	5 points possible
Staff Qualifications/Experience	5 points possible
Experience of the Consultant	5 points possible
Phase I Maximum Points Possible	15 points
Phase I Cut Score	12 points
Phase II – Oral Interview	
Question and Answer Session	60 points possible
Phase II Maximum Points Possible	60 points
Phase III – Performance Task	
Reference #1	10 points possible
Phase III Maximum Points Possible	10 points
Phase II & III Cut Score	55 points

Phase IV – References

Reference #1	5 points possible
Reference #2	5 points possible
Reference #3	5 points possible
Phase IV Maximum Points Possible	15 points

GRAND TOTAL FOR PROPOSAL **100 points**

3. ORAL PRESENTATIONS MAY BE REQUIRED

Consultants who meet the Phase I cut score will be contacted for an Oral Interview. The RFQ Coordinator or the Office of System and School Improvement will contact Consultants to schedule a date, time and location. Commitments made by the Consultant during the interview, if any, will be considered binding. Oral Interviews will last approximately one (1) hour and will consist of a Question and Answer session.

The scores from Phase I, Phase II, Phase III, and Phase IV combined together will determine the Apparent Successful Bidder.

4. SELECTION OF APPARENT SUCCESSFUL BIDDER

The Consultant submitting the Bid most advantageous to the State will be declared the Apparent Successful Bidder (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. Should contract negotiations fail to be completed within two (2) weeks after initiation, the State may immediately cease contract negotiations, declare the Vendor with the second highest score as the new ASB, and enter into contract negotiations with that Vendor. This process will continue until the Contracts are signed or no qualified Vendors remain.

It is possible that after evaluation of proposals, there may not be enough assignments for all Apparent Successful Bidders. Consultants who are identified an Apparent Successful Bidder, but are not provided an assignment, will remain in a pool of responsive vendors for possible future assignment.

5. NOTIFICATION TO PROPOSERS

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

6. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, an individual debriefing conference will be scheduled with an unsuccessful Bidder. The request for a debriefing conference must be received by the RFQ 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 RFQ 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.

7. PROTEST PROCEDURE

This protest procedure is available to Consultants who submitted a response to this RFQ 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 acquisition with the RFQ 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 RFQ 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. 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 RFQ 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 RFQ 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.

Section E. RFQ EXHIBITS

- Exhibit A Certifications and Assurances
- Exhibit B Sample Contract
- Exhibit C General Terms and Conditions
- Exhibit D Contractor Intake Form
- Exhibit E Proposal Checklist

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 for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of sixty (60) 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 sixty- (60-) 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 for the purpose of restricting 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 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.

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

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, [name of 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/documents 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.

[Optional clause] In addition, Contractor shall be entitled to reimbursement in accordance with the terms set forth in Section III.C. below.

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

1. 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

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

D. 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.

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

IV. RENEWAL (OPTIONAL CLAUSE)

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.

V. CONTRACT MANAGEMENT

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

Contractor	Superintendent
[Name]	[Name]
[Title]	[Title]
[Address]	Old Capitol Building, P.O. Box 47200 Olympia, WA 98504-7200
Phone: ([redacted]) [redacted] - [redacted]	Phone: ([redacted]) [redacted] - [redacted]
Fax: ([redacted]) [redacted] - [redacted]	Fax: ([redacted]) [redacted] - [redacted]
Email: [Email Address]	Email: [Email Address]

VI. 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 Qualifications with any formal RFQ 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.

VII. 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.

[Contractor Name]

Superintendent of Public Instruction
State of Washington

Signature Title

Sheryl Turner, Contracts Administrator

Print Name Date

Date

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.

Approved as to FORM ONLY
by the Assistant Attorney General

Non-profit organization? yes* no
*If yes, under what IRS section? Please attach a copy.

EXHIBIT C

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.

23. 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. **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.

- e. **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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

EXHIBIT D
CONTRACTOR INTAKE FORM

Available as an editable Word document on [OSPI's contract website](#):

<http://www.k12.wa.us/RFP/default.aspx>

EXHIBIT E
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"/>	Management Proposal
<input type="checkbox"/>	References
<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)