

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

**REQUEST FOR PROPOSALS (RFP)**

**RFP NO. 2011-03**

*This RFP is available at the Office of Superintendent of Public Instruction website located at <http://www.k12.wa.us/RFP/> and at the Office of General Administration, Washington Electronic Business Solution (WEBS) Procurement Website at <http://www.ga.wa.gov/webs/>. All RFP amendments or bidder questions/OSPI answers will be posted to these sites. All interested proposers must be registered with WEBS under the following commodity codes in order to receive notifications: 9251, 9249, 9806*

**PROJECT TITLE: Student Transportation Allocation Reporting Systems (STAR- Regression Analysis and Linear Programming Reporting**

**PROPOSAL DUE DATE: 4:30 PM, Pacific Daylight Savings Time (PDST), March 31, 2011**

**EXPECTED TIME PERIOD FOR CONTRACT:**

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about April 11, 2011 and end on or about June 30, 2012. However, the majority of the work is expected to be completed before June 30, 2011. The time period from July 1, 2011 through June 30, 2012 will be contracted for consulting services as needed. OSPI reserves the right to extend the contract resulting from this RFP for two one year periods if there is additional need and funding.

**VENDOR ELIGIBILITY:**

This procurement is open to those vendors that satisfy the minimum qualifications stated herein and that are available for work in Washington State.

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**Message to Vendors:**

Effective November 1, 2008, the State of Washington is required to publish all bidding opportunities on the Office of General Administration's Washington Electronic Business Solution (WEBS) website. Please register at <http://www.ga.wa.gov/webs/>, under the specific commodity codes listed above and any other commodity code for which you would like to receive notification of future bidding opportunities.

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# 1. INTRODUCTION

## 1.1. PURPOSE AND BACKGROUND

In 2007 the Legislature authorized and funded a study to determine a funding model for the state pupil transportation system, as well as a model to provide incentives for the efficient use of resources. The vendor hired by Office of Financial Management (OFM) proposed a multiple regression approach to fund the system and linear programming approach to promote efficiencies within the system.

The 2009 Washington State Legislature enacted Engrossed Substitute House Bill (ESHB) 2261 which provides the framework for Basic Education Reform, including a new pupil transportation funding formula to be implemented beginning no later than the 2013 School Year. The new formula required in ESHB 2261 is based on the formula recommendation of the OFM advisory committee.

SHB 2776 was passed and funded in the 2010 legislative session resulting in the Apportionment Phase 4 project and the Pupil Transportation funding project. SHB 2776 requires OSPI to prepare its IT systems for the adoption of that new funding formula for basic education and pupil transportation.

The STARS GIS project is currently under way to accomplish this and is due to be completed prior to June 30, 2011. The purpose of this RFP is to acquire the services of a consultant to develop both the regression analysis and linear programming reports.

## 1.2 OBJECTIVE AND SCOPE OF WORK

### Objective #1: Technical Report

The technical report should describe each methodology in detail: multiple regression and linear programming as it relates to funding the state transportation system. Both descriptions should cater to two audiences: the power users with minimal background in statistics and linear programming, and the business users who are primarily state and district transportation coordinators. The section on linear programming should describe the particular model being used and why it is appropriate to use for the system.

For each method, specify or recommend the software program(s) to use. Describe assumptions and steps used to generate the results. With a given set of data provided, apply each method and describe the results. Describe, apply and show post-hoc or secondary analyses and results that will explain the results for districts including outliers. Likewise, the discussion section of the report should address the two kinds of audiences mentioned above.

Since OSPI may write a technical report on an annual basis, the successful vendor should keep in mind the following objectives:

- a. Write the technical report as a template for plugging-in results of future data.
- b. Provide ample information so that analyses and results are reproducible and defensible.
- c. Provide ample guidance and templates for the business users to use the results in workshops and other presentations.

**Objective #2: Knowledge transfer**

Guide and mentor OSPI staff and other interested parties so that they can reproduce the results from multiple regression and linear programming.

**Objective #3: Expert consultation**

In November/December 2011, when new data is available, comment and verify results generated by OSPI. Guide and recommend approval.

Available in January 2012 to participate in preparing legislative reports and verifying results.

### **1.3 FUNDING**

This will be a time and materials contract in the amount of thirty-five thousand U.S. Dollars (\$35,000). Any proposal exceeding this amount will be considered non-responsive.

The Vendor shall provide their most favorable and competitive cost estimate.

### **1.4 PERIOD OF PERFORMANCE**

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about April 11, 2011 and end on or about June 30, 2012. However, the majority of the work is expected to be completed before June 30, 2011. The time period from July 1, 2011 thru June 30, 2012 is contracted for consulting services as needed. OSPI reserves the right to extend the contract resulting from this RFP for two one year periods if there is additional need and funding.

### **1.5 DEFINITIONS**

Definitions for the purposes of this RFP include:

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

**Key Vendor Staff** – The principal staff that will provide supervision and direction and will assume lead roles on the project. This includes but is not limited to the technical lead, the project lead, and the technical architect.

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

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

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

**Vendor/Vendor** – Individual or company submitting a proposal in order to attain a contract with OSPI.

### **1.6 Americans with Disabilities Act**

OSPI complies with the Americans with Disabilities Act (ADA). All work performed by the Contractor is expected to comply with the ADA as well.

Vendors may contact the RFP Coordinator to receive this Request for Proposals in Braille or on tape.

## 2. GENERAL INFORMATION FOR VENDORS

### 2.1 RFP COORDINATOR

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

Name	<b>Brenda Merritt</b>
Physical Address	<b>600 Washington Street South</b>
Mailing Address	<b>PO Box 47200</b>
City, State, Zip Code	<b>Olympia WA 98504-7200</b>
Phone Number	<b>360.725.6219</b>
Fax Number	<b>360.725-0418</b>
E-Mail Address	<b>Brenda.Merritt@k12.wa.us</b>

Any other communication will be considered unofficial and non-binding on OSPI. Vendors are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Vendor.

### 2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	March 17, 2011
Question and answer period	March 17 – March 24, 2011
Last date for questions regarding RFP	March 24, 2011
Proposals due	March 31, 2011
Evaluate written proposals	April 1 - April 4, 2011
Conduct oral interviews if necessary	April 5, 2011
Announce "Apparent Successful Contractor" and send notification via fax or email to unsuccessful proposers	April 5, 2011
Hold debriefing conferences (if requested)	April 6, 2011
Negotiate contract	April 5 – April 8, 2011
Begin contract work	Upon signed contract

OSPI reserves the right to revise the above schedule.

### 2.3 SUBMISSION OF PROPOSALS

Proposals must be submitted via email only. Proposals may not be transmitted via facsimile.

Vendors shall submit proposals as an attachment to an email to the RFP Coordinator listed above in Section 2.1. Proposals must arrive by 4:30 p.m. PST in Olympia, Washington on March 31, 2011. 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 if files are too large for email. OSPI does not assume responsibility for any problems with emails.

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

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

## **2.4 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE**

Proposals submitted in response to this competitive procurement shall become the property of OSPI.

All proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed by the Contracts Administrator of OSPI and the apparent successful Contractor; thereafter, the proposals shall be deemed public records as defined in RCW 42.56.

Any information in the proposal that the Vendor desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56 must be clearly designated. The page must be identified and the particular exception from disclosure upon which the Vendor is making the claim. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page.

OSPI will consider a Vendor's request for exemption from disclosure; however, OSPI will make a decision predicated upon RCW 42.56. Marking the entire proposal exempt from disclosure will not be honored. The Vendor must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected proposer has been given an opportunity to seek a court injunction against the requested disclosure.

A charge will be made for copying and shipping, as outlined in RCW 42.56. No fee shall be charged for inspection of contract files, but twenty-four (24) hours' notice to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

## **2.5 REVISIONS TO THE RFP**

In the event it becomes necessary to revise any part of this RFP, all addenda will be published on WEBS (<http://www.ga.wa.gov/webs/>). For this purpose, the published bidder question/agency answers, and any other pertinent information shall be considered an addendum to the RFP and also placed on the web site.

It will be the responsibility of interested vendors to check the website periodically for RFP addenda and updates.

OSPI also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

## **2.6 MINORITY & WOMEN-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 solicitation or on a subcontractor basis. 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.

The established annual procurement participation goal for MBE is 8 percent and, 4 percent for WBE, for this type of project. These goals are voluntary. Bidders may contact OMWBE at 360/753-9693 to obtain information on certified firms.

## **2.7 ACCEPTANCE PERIOD**

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

## **2.8 RESPONSIVENESS**

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The Vendor is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

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

## **2.9 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 Vendor can propose. There will be no best and final offer procedure. OSPI does reserve the right to contact a Vendor for clarification of its proposal.

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

## **2.10 CONTRACT AND GENERAL TERMS & CONDITIONS**

The apparent successful Contractor will be expected to enter into a contract which is substantially the same as the sample contract and its general terms and conditions attached as Exhibit B. In no event is a Vendor to submit its own standard contract terms and conditions in response to this solicitation. The Vendor may submit exceptions as allowed in the Certifications and Assurances section, Exhibit A to this solicitation. OSPI will review requested exceptions and accept or reject the same at its sole discretion.

## **2.11 COSTS TO PROPOSE**

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

## **2.12 NO OBLIGATION TO CONTRACT**

This RFP does not obligate the state of Washington or OSPI to contract for services specified herein.

## **2.13 REJECTION OF PROPOSALS**

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

## 2.14 COMMITMENT OF FUNDS

The Contracts Administrator or delegate is the only individual who may legally commit OSPI to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

## 2.15 STATEWIDE VENDOR PAYMENT REGISTRATION

Vendors awarded contracts as a result of this RFP 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. While registration in the SWV is mandatory, the vendor is NOT required to participate in the direct deposit program and therefore is not required to submit banking information. Please go to <http://www.ofm.wa.gov/accounting/vendors.asp> for online registration.

## 2.16 INSURANCE COVERAGE

The Contractor is to furnish OSPI with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

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, with Contract number referenced.

### Liability Insurance

1) **Commercial General Liability Insurance:** Contractor shall maintain general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance shall be written on ISO occurrence from CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insured's (cross liability) condition.

Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

2) **Business Auto Policy:** As applicable, the Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.

### Employers Liability ("Stop Gap") Insurance

In addition, the Contractor shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

### **Additional Provisions**

Above insurance policy shall include the following provisions:

1. **Additional Insured.** The State of Washington, Office of Superintendent of Public Instruction, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.
2. **Cancellation.** State of Washington, Office of Superintendent of Public Instruction, shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
3. **Identification.** Policy must reference the State's contract number and the agency name.
4. **Insurance Carrier Rating.** All insurance and bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the OSPI Risk Manager, or the Risk Manager for the State of Washington, before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with chapter 48.15 RCW and 284-15 WAC.
5. **Excess Coverage.** By requiring insurance herein, the State 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 State in this contract.

### **Worker's Compensation Coverage**

The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The State will not be held responsive in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

## **3. PROPOSAL CONTENTS**

Proposals must be submitted electronically on eight and one-half by eleven (8 1/2 x 11) inch paper size with page breaks separating the major sections of the proposal. The major sections of the proposal are to be submitted in the order noted below:

1. Letter of Submittal and Signed Certifications and Assurances (Exhibit A to this RFP).
2. Vendor Qualifications
3. Technical Proposal
4. Management Proposal
5. Cost Proposal

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.

Proposals must provide information in the same order as presented in this document with the same headings. There are six documents that will guide you through this proposal.

- READ THIS FIRST. This document provides vendor’s with some helpful reminders regarding the RFP process.
- Attachment A – Certification and Assurances. This document attests to the completeness and accuracy of the information in the RFP. It must be signed and returned.
- Attachment B – Technical Proposal. This template is to be used to comply with RFP Section 3.2.
- Attachment C – Management Proposal. This template is to be used to comply with RFP Section 3.3
- Attachment D – Cost Proposal. This template is to be used to comply with RFP Section 3.4.

### **3.1 LETTER OF SUBMITTAL (MANDATORY)**

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A to this RFP) must be signed and dated by a person authorized to legally bind the Vendor 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, excluding the signed Certifications and Assurances shall be a maximum of one (1) page.** Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Vendor and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, fax number and e-mail address of legal entity or individual with whom contract would be written.
2. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).
3. Legal status of the Vendor (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
4. Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the State of Washington Department of Revenue.
5. Location of the facility from which the Vendor would operate.
6. Identify any State employees or former State employees employed or on the firm's governing board as of the date of the proposal. Include their position and responsibilities within the Vendor's organization. If following a review of this information, it is determined by OSPI that a conflict of interest exists, the Vendor may be disqualified from further consideration for the award of a contract.

### **3.2 TECHNICAL PROPOSAL (SCORED)**

This section should convey your understanding of the proposed project and the requirements, tasks, services, and activities necessary to accomplish the work. It must contain sufficient detail to convey to members of the evaluation team your knowledge of the subjects, product or service capabilities, and skills necessary to successfully complete this project. Use the template in Attachment B to provide your response.

#### **3.2.A Project Approach/Methodology (SCORED)**

- 3.2.A.1 Describe your project approach/methodology for this project.
- 3.2.A.2 Describe your plan for communicating between OSPI staff and Vendor staff. Describe which project work will be accomplished on-site or off-site and how communication will be handled for any off-site work.

#### **3.2.B Deliverables (SCORED)**

- 3.2.B.1 Fully describe how your product or service will meet each objective and supporting requirements of section 1.2, Objective and Scope of Work.

### **3.3 MANAGEMENT PROPOSAL (SCORED)**

This section should convey your experience in successfully delivering similar projects. It must contain sufficient detail to convey to members of the evaluation team your knowledge of the subjects and skills necessary to successfully complete the project. Use the template in Attachment C to provide your response.

#### **3.3.A Vendor Qualifications/Experience (SCORED)**

- 3.3.A.1 Provide a list of projects that demonstrate your products capabilities or services to satisfy the requirements under this RFP. These projects should be within the last five years. Include the name of the project, the project scope and deliverables, and the start and end dates. Please include an accessible web site where we can view examples of your completed projects utilizing your product or services.

#### **3.3.B References (SCORED)**

- 3.3.B.1 Provide references for each project listed in Section 3.3.A1, Experience of the Vendor. You must grant permission to OSPI to contact the references provided. References will be contacted for the top-scoring proposal(s) only. The references should be able to speak to the experience of the vendor as well as the key staff resources.

#### **3.3.C Related Contract Information (MANDATORY)**

- 3.3.C.1 If the Vendor or any subcontractor contracted with the State of Washington during the past 24 months, indicate the name of the agency, the contract number and project description and/or other information available to identify the contract.
- 3.3.C.2 If the Vendor's staff or subcontractor's staff was an employee of the State of Washington during the past 24 months, or is currently a Washington state employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.
- 3.3.C.3 If the Vendor has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Vendor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.
- 3.3.C.4 Submit full details of the terms for default including the other party's name, address, and phone number. Present the Vendor's position on the matter. OSPI will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Vendor in the past five years, so indicate.

### **3.4 COST PROPOSAL (SCORED)**

The maximum fee for this contract must be thirty-five thousand U.S. Dollars (\$35,000) or less to be considered non-responsive to this RFP.

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

#### **3.4.A Identification of Costs (SCORED)**

Identify all costs including expenses in U.S. dollars to be charged for performing the services necessary to accomplish the objectives of the contract. The Consultant is to submit a budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Consultants are required to collect and pay Washington state sales tax, if applicable.

Costs for subcontractors are to be broken out separately. Please note if any subcontractors are certified by the Office of Minority and Women's Business Enterprises.

#### **3.4.B Computation**

The score for the cost proposal will be computed by dividing the lowest cost bid received by the Consultant's total cost. Then the resultant number will be multiplied by the maximum possible points for the cost section

## 4. EVALUATION AND CONTRACT AWARD

### 4.1 EVALUATION PROCEDURE

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

OSPI, at its sole discretion, may elect to select the top-scoring firms as finalists for an oral presentation.

### 4.2 EVALUATION WEIGHTING AND SCORING

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

<b>Technical Proposal – 55%</b>	<b>55 points</b>
• <b>Project Approach/Methodology</b>	
<b>Management Proposal – 30%</b>	<b>30 points</b>
• <b>Vendor Qualifications/Experience</b>	
<b>Cost Proposal – 15%</b>	<b>15 points</b>
	<hr/>
Total for proposal evaluation	100 points
<b>Oral Presentation [top-scoring proposer(s) only]</b>	<b>10 points</b>
<b>References [top-scoring proposer(s) only]</b>	<b>10 points</b>
	<hr/>
<b>TOTAL FOR FINAL SELECTION</b>	<b>20 points</b>

### **4.3 ORAL PRESENTATIONS MAY BE REQUIRED**

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

### **4.4 NOTIFICATION TO PROPOSERS**

Firms whose proposals have not been selected for further negotiation or award will be notified via FAX or by e-mail.

### **4.5 DEBRIEFING OF UNSUCCESSFUL PROPOSERS**

Upon request, an individual debriefing conference will be scheduled with an unsuccessful Proposer. The request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the Notification of Unsuccessful Vendor letter is faxed/e-mailed to the Vendor. The debriefing must be held within three (3) business days of the request.

Discussion will be limited to a critique of the requesting Vendor'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 one hour.

### **4.6 PROTEST PROCEDURE**

This procedure is available to Vendors who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Vendor is allowed three (3) business days to file a protest of the acquisition with the RFP Coordinator. Protests may be submitted by facsimile, but should be followed by the original document.

Vendors 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 Vendors 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 with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the RFP Coordinator.

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

- A matter of bias, discrimination or conflict of interest on the part of the evaluator.
- Errors in computing the score.
- 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, or 2) OSPI'S assessment of its own and/or other agencies needs or requirements.

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 five (5) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

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

The final determination of the protest shall:

- Find the protest lacking in merit and uphold OSPI's action; or
- Find only technical or harmless errors in OSPI's acquisition 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 solicitation 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 apparently successful Contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

## **5. RFP EXHIBITS**

Exhibit A Checklist for Responsiveness

Exhibit B Purchased Service Contract Sample including General Terms and Conditions (GT&Cs)

Exhibit C OSPI Development Environment and Security

Exhibit D Minimum Performance Levels

### **Attachments**

Attachment A Certifications and Assurances

Attachment B Technical Proposal

Attachment C Management Proposal

Attachment D Cost Proposal

EXHIBIT A  
Checklist for Responsiveness

<input type="checkbox"/>	Proposal was submitted by 4:30 p.m. on or before March 31, 2011.
<input type="checkbox"/>	Proposal was submitted electronically using eight and one-half by eleven (8 1/2 x 11) inch paper with page breaks separating the major sections of the proposal.
<input type="checkbox"/>	<p>Proposal has the following completed attachments:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> <b>Letter of Submittal</b></li> <li><input type="checkbox"/> <b>Attachment A:</b> Certifications and Assurances</li> <li><input type="checkbox"/> <b>Attachment B:</b> Technical Proposal</li> <li><input type="checkbox"/> <b>Attachment C:</b> Management Proposal</li> <li><input type="checkbox"/> <b>Attachment D:</b> Cost Proposal</li> <li><input type="checkbox"/> <b>Contract Issues</b>, if needed</li> <li><input type="checkbox"/> <b>OMWBE certificate</b>, if applicable. (See Section 2.6)</li> </ul>
<input type="checkbox"/>	Letter of Submittal and Certifications and Assurances were signed by an individual authorized to bind the Vendor to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the sole proprietor if a sole proprietorship.
<input type="checkbox"/>	Proposal is essentially responsive to core requirements of the RFP and does not impose conditions that would modify the RFP.
<input type="checkbox"/>	If Minority- and Women-Owned Business participation is being claimed, a certification from OMWBE is included.

**EXHIBIT B  
CONTRACT FOR PURCHASED SERVICES**

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**

**NAME OF CONTRACTOR**  
**(hereinafter referred to as Contractor)**  
Address of Contractor

Social Security #  
or  
Federal Identification #  
and  
Unified Business Identifier #

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 are as follows:**

*Contractor shall (Enter a brief description of the agreed upon services 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, \_\_\_\_\_:**

(Describe the work to be performed by Contractor in detail, including a breakdown of the quantifiable steps or components of what Contractor is to do)

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

Contractor shall not commence performance, or be entitled to compensation or reimbursement for any services rendered, prior to the occurrence of each of the following conditions: (1) This contract must be executed by a representative of the Contractor and the Superintendent; (2) This contract must be filed with, and approved by, the Office of Financial Management, if and to the extent required by state personal service contract laws; and, (3)

Superintendent's designee must confirm the occurrence of conditions number one and two and notify the contractor to commence performance.

**The schedule of performance of contractor's duties is as follows subject, however, to the three prior conditions to commencement of performance set forth immediately above:**

> *(Insert beginning and ending date here)*

### **III. DUTIES OF THE SUPERINTENDENT**

**A. In consideration of Contractor's satisfactory performance of the duties set forth herein, Superintendent shall compensate Contractor > at an hourly rate of \$> not to exceed a total of > dollars (\$>) OR > not to exceed a total of > dollars (\$>) as noted below in part B, Schedule of Payments OR > in an amount equal to Contractor's actual cost, plus overhead or indirect costs at a rate of > percent of actual costs not to exceed a total of > dollars (\$>) as per Attachment B, Budget, attached hereto and incorporated by this reference.**

>Funds for the payment of this contract are provided by federal program(s) \_\_\_\_\_, CFDA #(s) \_\_\_\_\_. (See Attachment A, General Terms and Conditions, part 5, Audit Requirements, for applicable audit requirements and special requirements pertaining to non-profit organizations. Contractor must complete the attached Federal Funding Report.)

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

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

**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 > dollars (\$>). Contractor's "official duty station" (i.e., the origin of reimbursable travel and/or per diem) shall be > and /or,
2. Expenses incurred for the following specified purposes not to exceed a total of > dollars (\$>). (List allowable expenses). Contractor must submit receipts or other documentation.

### **IV. RENEWAL (OPTIONAL CLAUSE)**

OSPI has the right to renew this contract in whole or in part for the year(s)\_\_\_\_\_ by giving notice on or before \_\_\_\_\_ to the Contractor. If OSPI 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. INCORPORATION OF GENERAL TERMS AND CONDITIONS**

This contract includes and incorporates as if fully set forth herein the GENERAL TERMS AND CONDITIONS, which are attached hereto and marked "Attachment A".

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

**CONTRACTOR**

**SUPERINTENDENT  
State of Washington**

Title: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**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.**

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Approved as to FORM ONLY this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Non-profit organization?  yes\*  no  
If yes, under what IRS section?

\_\_\_\_\_  
Assistant Attorney General

\_\_\_\_\_

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

1. **Access to Data.** In compliance with Chapter 39.29 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 agreement 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. **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.
8. **Certification Regarding Debarment, Suspension, and Ineligibility.** If federal funds are the basis for this contract, 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 \$25,000. Contractor may do so by obtaining a certification statement from the potential subcontractor or subrecipient or by checking the "List of Parties Excluded from Federal Procurement and Non-Procurement Programs" provided on-line by the General Services Administration.
9. **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.
10. **Confidentiality.** The Contractor acknowledges that all of the data, material and information which originates from this contract, and the 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.

11. 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 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 Agency 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. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract Contractor hereby grants to the Agency a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the Agency.

The Contractor shall exert all reasonable effort to advise the Agency, 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 Agency 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 Agency shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

12. 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 Agency 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.

13. 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.

14. Duplicate Payment. The Superintendent shall not pay the Contractor, if the Contractor has charged or will charge the state or Washington or any other party under any other contract or agreement, for the same services or expenses.
15. 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 Agreement shall be deemed to exist or to bind any of the parties hereto.
16. 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 42.17.130 and 41.06.250 prohibiting the use of public resources for political purposes.

17. 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.
18. 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 claim 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.

19. 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.

20. 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. 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.

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

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

- d. Additional Insured. The State of Washington and the Superintendent shall be specifically named as an additional insured on all policies, and all policies shall be primary to any other valid and collectible insurance. At its option, the Superintendent may waive this requirement where insurance carriers will not under any circumstances extend secondary insurance coverage for physicians' professional liability, or Architects' and Engineers' insurance. The Superintendent may also waive this requirement where insurance carriers will not under any circumstances extend secondary fidelity bonding coverage for private non-profit organizations.
- e. Proof of Insurance. Certificates and or evidence satisfactory to the Superintendent confirming the existence, terms and conditions of all insurance required above shall be delivered to the Superintendent within five (5) days of the Contractor's receipt of Authorization to Proceed.
- f. General Insurance Requirements. Contractor shall, at all times during the term of the contract and at its cost and expense, buy and maintain insurance of the types and amounts listed above. Failure to buy and maintain the required insurance may result in the termination of the contract at the Superintendent's option. By requiring insurance herein, Superintendent does not represent that coverage and limits will be adequate to protect Contractor and such coverage and limits shall not

limit Contractor's liability under the indemnities and reimbursements granted to the Superintendent in this contract.

Contractor shall include all subcontractors as insured's 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.

21. 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.
22. Limitation of Authority. Only the Superintendent of 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.
23. 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 race, creed, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability, 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 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.
24. 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.
25. 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.

26. Public Disclosure. Contractor acknowledges that the Agency is subject to Chapter 42.56 RCW, the Public Disclosure Act 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 Agency shall maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view the Contractor's information, the Agency 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 Agency will release the requested information on the date specified.
27. Publicity. The Contractor agrees to submit to the Agency all advertising and publicity matters relating to this Contract which in the Agency's judgment, Agency'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 Agency.

28. 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.
29. 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 Agency, personnel duly authorized by the Agency, 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.**
30. 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.
31. 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.
32. Site Security. While on Agency premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.
33. 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. 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.
34. 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.
35. 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.
36. 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 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

37. 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.
38. 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 agreement 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:

1. Stop work under this contract on the date and to the extent specified, in the notice;
  2. 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 this is not terminated;
  3. 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;
  4. 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;
  5. 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;
  6. Complete performance of such part of the work not terminated by the Superintendent; and
  7. Take such action as may be necessary, or as the Superintendent may direct, for the protection and preservation of the property related to this agreement which, in is in the possession of the Contractor and in which the Superintendent has or may acquire an interest.
39. 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 agreement.

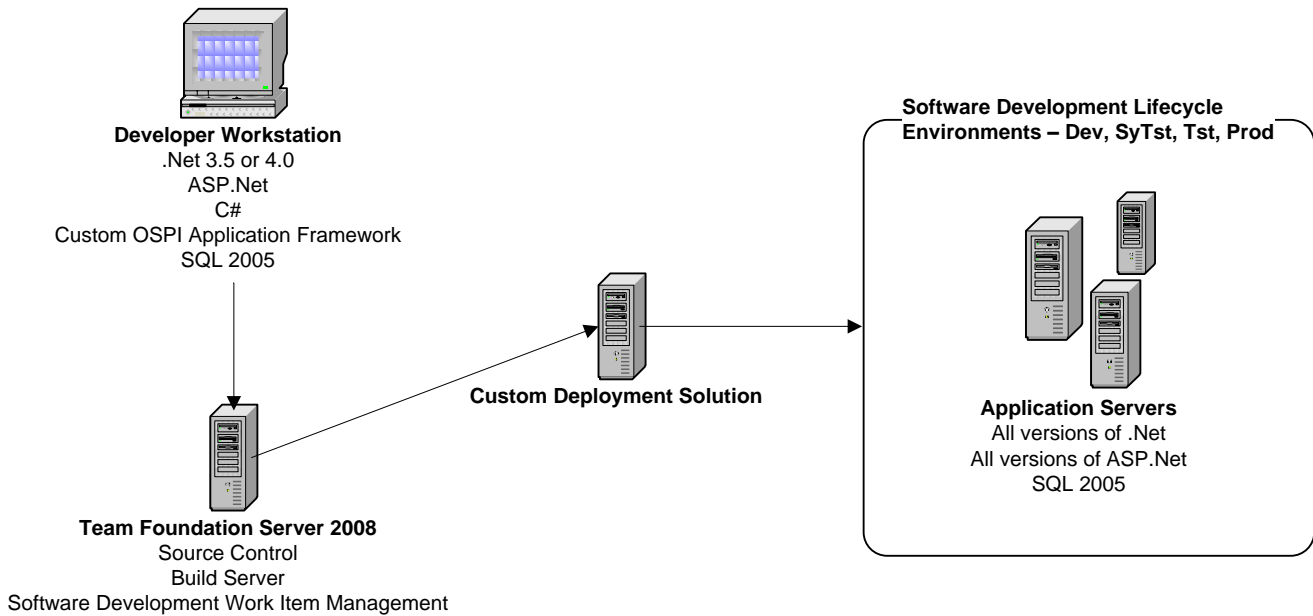
Any property of the Superintendent furnished to the Contractor shall, unless otherwise provided herein, or approved by the Superintendent, be used only for the performance of the contract.

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.

## EXHIBIT C OSPI Development Environment



### Custom OSPI Application Framework

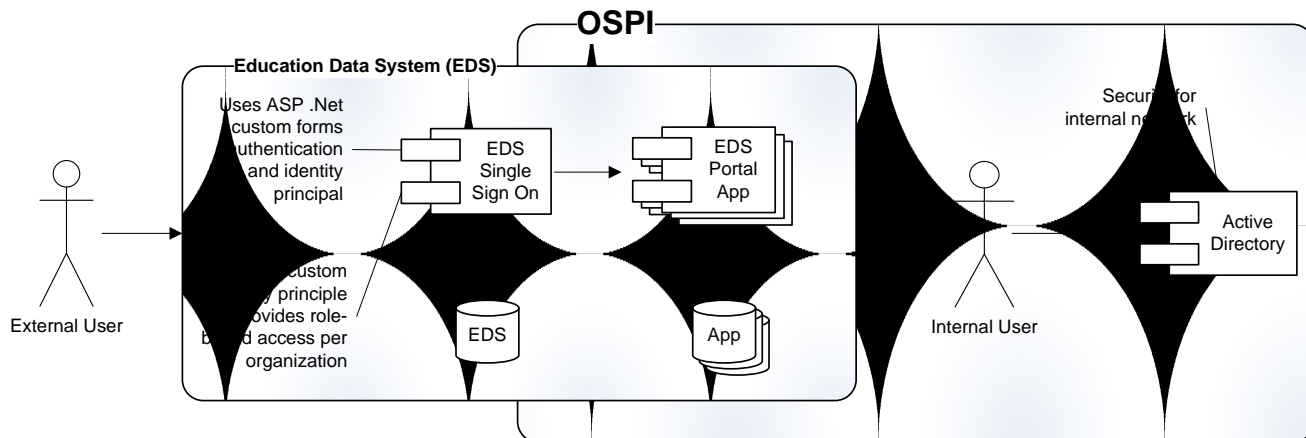
The Office of the Superintendent of Public Instruction (OSPI) established a set of standards which govern web application development within the agency. These standards provide for access control, a common look and feel and ensure applications behave in a similar manner in regard to authentication, configuration, navigation and several other key aspects. Agency web applications must be designed to comply with these standards.

To assist in the development process the agency created an application framework, currently at version 4.0, which is employed as the foundation for applications within the agency. The framework encapsulates security, configuration, user interface, data access and other core functionality required by most applications; it provides a toolkit that facilitates the development process and promotes adherence to agency standards.

### Education Data System (EDS) Portal

The EDS Portal is a collection of application files (web pages, controls, script files, images, etc.) and XML configuration files that provide access control and allow for a common look and feel across all web applications. The EDS Portal is the entry point for web applications. While the portal is not part of the application framework per se, it does make use of the framework class libraries. These components are installed in the web root of a server (or workstation) and are intended to be shared by all applications hosted on the server. They provide user interface, navigation, login, logout, account management, application and organization selection and exception handling functionality.

## OSPI Security



## **EXHIBIT D**

### **Minimum Performance Levels**

The Office of Superintendent of Public Instruction (OSPI) requires that the procured software and services maintain a high level of service quality in providing for user access to systems and services. This Exhibit details the minimum levels of performance required from the Vendor for the deliverables to be provided in this contract. In the final contract negotiated with the selected Vendor, there will be the expectation of service level monitoring and reporting to evaluate whether deliverables meet these performance levels. A contract payment may be withheld if deliverables do not meet the expected levels of performance or a fee structure may be put in place to ensure deliverables perform as expected and desired.

Service Level Definitions are described below:

Category – is the type of service.

Description – is an explanation of each measurement for the type of service.

Target – is the desired level of performance OSPI is seeking for the particular service.

Minimum Performance – is the lowest level of performance OSPI will accept for the particular service.

These service level requirements are not intended to hold the Vendor accountable for planned or approved outages, outages resulting from OSPI infrastructure issues, or outages resulting from customer infrastructure issues.

Category	Description	Target Level	Minimum Level
<b>Availability</b>	Intent: Users must be able to access data and run reports during normal business hours and at other times on evenings and weekends. At a minimum, the designated hours of operation for the system will be 5:00AM to midnight 7 days a week.		
	Measurement: The percentage of time the system or service was available during the designated hours of operation (actual number of minutes of operation divided by the total number of minutes of scheduled operation).	100%	99%
<b>Response Time</b>	Intent: OSPI serves over 1.2 million students within 295 school districts at over 2,300 individual schools. The delivered system or service must provide acceptable response times for users, as measured in OSPI's production Web environment, and be able to handle the concurrent use by up to 1,000 users.		
	Measurement: Report response time – The number of seconds from the time a report request is initiated until the complete report displays.	5.0	10.0
	Measurement: Report download time – The number of seconds from the time a report download is initiated until the report data is available.	5.0	10.0
	Measurement: Screen Display Time – The number of seconds from the time a user selects a Web page until the page displays.	3.0	5.0