

# Request for Proposals No. 2022-27

## Recruiter for Executive Director Search

**STATE OF WASHINGTON  
CHARTER SCHOOL COMMISSION (CSC)  
OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION (OSPI)  
OLYMPIA, WASHINGTON**

**PRE-BID CONFERENCE:** 10:00 a.m., Pacific Time (PT) on January 24, 2022

**PROPOSAL DUE DATE:** 3:00 p.m., Pacific Time (PT) on February 9, 2022

**ESTIMATED CONTRACT PERIOD:** March 2022 – June 2022 Amendments extending the period of performance, if any, shall be at the sole discretion of CSC.

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

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

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

This RFP is available at the [Office of Superintendent of Public Instruction \(OSPI\) website](#) and at the Department of Enterprise Services, [Washington Electronic Business Solution \(WEBS\) Procurement website](#). All RFP amendments and/or Consultant questions and CSC/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 automatic notifications: 952-39: Employment Generating Activities; 952-60: Job Search Workshop.

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



Washington Office of Superintendent of  
**PUBLIC INSTRUCTION**

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## Section A. INTRODUCTION

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### A.1. DEFINITIONS

Definitions for the purposes of this RFP include:

**Agency or OSPI** – The Washington State Office of Superintendent of Public Instruction; the entity issuing this RFP on behalf of the Charter School Commission.

**Amendment** – A unilateral change to the Solicitation that is issued by OSPI, on behalf of CSC, 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, on behalf of CSC, as providing the best value to the Agency. Upon execution of a Contract, the ASB is referred to as the successful Bidder or the Contractor.

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

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

**Charter School Commission (CSC)** – The Charter School Commission, the entity seeking to contract with a Consultant to provide the service(s) described in this RFP.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**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.

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

The Charter School Commission (CSC) is initiating this Request for Proposals (RFP) to solicit proposals from qualified consultants/executive search firms interested in leading/supporting a successful comprehensive recruitment and hiring process for the CSC’s new Executive Director.

## **A.3. BACKGROUND**

The [Charter School Commission \(CSC\)](#) is an independent state agency whose mission, as memorialized in state law, is to authorize high quality charter public schools throughout the state, especially schools that are designed to expand opportunities for at-risk students, and to ensure the highest standards of accountability and oversight for these schools through [RCW.28A.710](#). There are currently 14 charter public schools operating in the Commission’s portfolio, with two more schools authorized to open in the 2022-23 school year.

The incumbent, CSC’s inaugural Executive Director, resigned from the agency in July 2021 after a successful 7+ year tenure. CSC conducted an unsuccessful Executive Director search through the summer and fall of 2021 (without the use of a search consultant/recruiter). This search included an update to the job description and the identification of certain organizations where the job posting, at a minimum, should appear.

The Commission is currently being led by an Interim Executive Director. The 11-member Commission is responsible for the recruitment and employment of the Executive Director, who in turn is responsible to provide overall leadership to the state agency. The agency is appropriated \$3.6 M for the 2021-23 biennium budget with 8 full-time employees (including the Executive Director) at the Olympia, Washington office. For this critical recruitment, the Commission wishes to retain a consultant to advise and assist them with this search.

OSPI is issuing, and will serve as the point of contact, for this RFP on behalf of CSC. This is for process only; the Commission will make all content-related an evaluation/award decisions about this RFP itself.

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

**A. Objective:** Provide CSC with direct support and coordination of the Executive Director search

**B. Scope of Work:**

The consultant may be asked to provide any or all of the following services, but not limited to:

- Provide recommendation of an outline of activities, timeline, best practices and resources for the Executive Director search
- Become familiar with the Commission, the challenges and opportunities that the next Executive Director will face, and the qualities, attributes and abilities that are needed for the next Executive Director
- Review and collaborate with CSC to further update the Executive Director job description
- Assist CSC is recruiting a qualified and diverse pool of applicants that includes national level outreach
- Perform initial screening of applicants for the position
- Review applicant pool and identify potential follow up information needed from applicants
- Assist in narrowing potential applicants and identifying applicants to interview
- Assist in arranging interviews and participating in interviews requested
- Conduct reference checks and related follow up with former employers of any applicants to be interviewed
- Recommend potential interview questions for initial and/or subsequent interviews
- Assist in identifying potential finalists for CSC consideration
- Conduct background check once offer made to finalist
- At the conclusion of the search, the consultant will provide to CSC:
  - Applicants' application material
  - Background Check
  - Reference Checks
  - Interview Materials
  - Recruitment/Advertising Summary
  - Other items identified by CSC from the application process

## A.5. BIDDER QUALIFICATIONS

### 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.
- At least five (5) years' experience providing support in an executive-level search in education
- A demonstrated commitment to equitable hiring practices that are aligned to the [CSC's Educational Equity policy](#)

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:

- Experience in state hiring and human resource laws for a public agency
- Knowledge of charter public schools
- Success in recruiting a diverse pool of experienced applicants
- Certified or ability to be certified through the [Washington State Office of Minority & Women's Business Enterprises](#), or similar organization

## A.6. PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about March 18, 2022, and end on or about July 2022. The option to extend any contract resulting from this procurement shall be at the sole discretion of CSC.

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

## A.7. FUNDING

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

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

Any contract awarded is contingent upon the availability of funding. Bidders are encouraged to provide their most favorable and competitive cost estimate to perform the work.



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

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

## Section B. GENERAL INFORMATION FOR BIDDERS

### B.1. RFP COORDINATOR

The RFP Coordinator is the sole point of contact in OSPI (on behalf of CSC) for this procurement. All communication between the Consultant and CSC /OSPI upon receipt of this RFP shall be with the RFP Coordinator, as follows:

|                       | Contact Information   |
|-----------------------|---|
| <b>Name:</b>          | Kyla Moore  |
| <b>Address:</b>       | 600 Washington Street South<br>PO Box 47200<br>Olympia, WA 98504-7200 |
| <b>Email Address:</b> | <a href="mailto:contracts@k12.wa.us">contracts@k12.wa.us</a>          |

### B.2. QUESTIONS & ANSWERS

Any questions or communications concerning this RFP must be directed only to the RFP Coordinator noted in Section B.1. Questions and/or inquiries must be sent via email and should include the RFP number. Consultants are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator will be considered unofficial and non-binding on CSC/OSPI, and may result in disqualification of the Consultant.

### B.3. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

| Item | Action  | Date                    |
|------|---|-------------------------|
| 1.   | OSPI issues RFP on behalf of CSC  | 1/14/2022               |
| 2.   | Question and Answer period  | 1/14/2022-<br>1/27/2022 |
| 3.   | CSC hosts Pre-bid Conference  | 1/24/2022               |
| 4.   | Last date for questions regarding RFP   | 1/27/2022               |
| 5.   | Complaints due  | 2/2/2022                |
| 6.   | OSPI posts final Question and Answer Addendum or Amendment (if necessary) on behalf of CSC                            | 1/28/2022               |
| 7.   | Proposals due by 3:00 p.m.  | 2/9/2022                |
| 8.   | CSC reviews and evaluates proposals and completes reference checks  | 2/10/2022-<br>2/14/2022 |
| 9.   | CSC may conduct oral interviews with the identified qualified consultants and/or consultants make presentation to CSC | 2/15/2022               |

| Item | Action  | Date                                      |
|------|---|---|
| 10.  | OSPI announces "Apparent Successful Bidder" and sends notification to unsuccessful Bidder(s) on behalf of CSC | 2/16/2022                                 |
| 11.  | CSC introduces the "Apparent Successful Bidder" at Commission meeting   | 2/17/2022                                 |
| 12.  | CSC conducts debriefing conferences (if requested)  | As requested, per debriefing instructions |
| 13.  | Contract negotiation begins   | 2/21/2022                                 |
| 14.  | Anticipated contract start date   | 3/18/2022                                 |

CSC reserves the right to revise the above schedule.

#### **B.4. PRE-BID CONFERENCE**

A pre-bid conference is scheduled to be held on **January 24, 2022**, at 10:00 a.m. PT. The pre-bid conference will be held virtually:

Zoom: <https://zoom.us/j/3607255511>

Dial (646) 558-8656

Meeting ID 360 725 5511

All prospective Consultants should attend; however, attendance is not mandatory. Written questions may be submitted in advance to the RFP Coordinator. CSC/OSPI shall be bound only to written answers to questions. Any oral responses given at the pre-bid conference shall be considered unofficial.

Questions arising at the pre-bid conference or in subsequent communication with the RFP Coordinator will be documented and answered in written form. A copy of the questions and answers in the form of an Addendum will be published on the [OSPI website](#) and released on WEBS under the commodity code(s) listed on the cover page of this RFP.

Within five (5) business days of the pre-bid conference, a copy of the questions and answers from the pre-bid conference will be placed on the OSPI website and released on WEBS.

#### **B.5. COMPLAINT PROCEDURE**

The complaint process is available to Consultants interested in this RFP. The complaint process allows Consultants to focus on the Solicitation requirements and evaluation process and raise issues with these processes early enough in the process to allow CSC/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 CSC/OSPI can rectify the issue(s) early in the process. Complaints must be submitted to the RFP Coordinator. In order to be considered a valid complaint, the complaint must meet the following requirements:

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

Complaints not received by the deadline noted in the Estimated Schedule of Procurement Activities will not be reviewed by CSC/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. CSC/OSPI will consider all complaints but is not required to adopt a complaint, in part or in full. CSC/OSPI's response to the complaint is final and not subject to administrative appeal. The response, and any changes to the RFP, will be posted as an amendment to WEBS prior to the proposal due date. Any complaint addressed during the complaint process cannot be raised during the protest process.

## **B.6. SUBMISSION OF PROPOSALS**

Consultants shall submit proposals as an attachment to an email to the RFP Coordinator noted in Section B.1. **Proposals must arrive by 3:00 p.m. PT in Olympia, WA, on February 9, 2022.** The RFP number must be noted 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. CSC/OSPI does not assume responsibility for any problems with the electronic delivery of materials.

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

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

## **B.7. PROPRIETARY INFORMATION/PUBLIC DISCLOSURE**

Your entire response to this RFP is a public record and will be disclosed consistent with the Public Records Act, Chapter 42.56 RCW. Bid submissions and evaluations are temporarily exempt from public disclosure until announcement of the ASB(s).

### **B.8.i. CONFIDENTIAL DOCUMENTS**

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

If CSC 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.8.ii. 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 on behalf of CSC:

- 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](#).

## **B.8. ADDENDUMS AND AMENDMENTS TO THE RFP**

In the event it becomes necessary to revise any part of this RFP, an addendum or an amendment will be published on the [OSPI website](#). For this purpose, the published Consultant questions and Agency answers, and any other pertinent information, shall be considered an addendum to the RFP. Additionally, all addenda referred to above will be released on WEBS under the commodity code(s) listed on the cover page of this RFP. Only consultants who have properly registered in WEBS will receive automatic notification of amendments or other correspondence pertaining to this RFP. For those not registered in [WEBS](#), it will be the responsibility of interested Consultants to check the website periodically for addenda and amendments to the RFP.

## **B.9. 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 RFP or on a subcontractor basis. For more information on certification, contact the [Washington Office of Minority and Women's Business Enterprises](#).

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

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

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

Vendors who meet criteria set forth in chapter [39.19 RCW](#), should completed and submit the *Business Enterprise Certification Form* with the *Contractor Intake Form*.

## **B.10. ETHICS, POLICIES, & LAW**

This RFP, the evaluation of proposals, and any resulting contract shall be made in conformance with applicable Washington State laws and Policies.

Specific restrictions apply to contracting with current or former state employees pursuant to RCW 42.52. Bidders should familiarize themselves with the requirements prior to submitting a proposal. Bidders shall indicate on their *Contractor Intake Form* any current or former state employees who are employed by, or subcontracted with, Bidder.

## **B.11. ACCEPTANCE PERIOD**

Proposals must provide ninety (90) business days for acceptance by CSC/OSPI from the due date for receipt of proposals.

## **B.12. RESPONSIVENESS**

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

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

The RFP Coordinator may contact any Bidder for clarification of the proposal. If a proposal is deemed non-responsive, it shall be removed from further consideration. Bidders whose proposals are found to be non-responsive shall be disqualified from further evaluation and shall be notified in writing.

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

CSC/OSPI reserves the right to waive minor administrative irregularities.

## **B.13. MOST FAVORABLE TERMS**

CSC 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. CSC/OSPI does reserve the right to contact a Bidder for clarification of its proposal.

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

## **B.14. 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 RFP. The Bidder

may submit exceptions as allowed in the Certifications and Assurances section. CSC/OSPI will review requested exceptions and accept or reject the same at its sole discretion.

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

#### **B.15. COSTS TO PROPOSE**

Neither CSC nor OSPI will not be liable for any costs incurred by the Consultant in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

#### **B.16. NO OBLIGATION TO CONTRACT**

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

#### **B.17. REJECTION OF PROPOSALS**

CSC/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.

#### **B.18. COMMITMENT OF FUNDS**

Only an authorized representative of OSPI may legally commit CSC/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.

#### **B.19. STATEWIDE VENDOR PAYMENT REGISTRATION**

Consultants 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 vendors to receive payments from all participating state agencies by direct deposit, the State's preferred method of payment. All Contractors are required to register as a Statewide Vendor; however, participation in direct deposit is optional. For online registration, visit the [Office of Financial Management website](#).



## **B.20. INSURANCE COVERAGE**

The Apparent Successful Bidder must comply with the insurance requirements identified in the Sample Contract.

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 the Contract Manager within fifteen (15) days of the contract effective date.

## Section C. PROPOSAL CONTENTS

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### C.1. PROPOSAL OVERVIEW

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

1. Letter of Submittal including signed certifications, as applicable
2. Technical Proposal
3. Management Proposal
4. Cost Proposal

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

### C.2. LETTER OF SUBMITTAL

The Letter of Submittal and applicable certifications 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).

### C.3. TECHNICAL PROPOSAL

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

**C.3.i. Project Approach/Methodology** – Include a complete description of the Consultant’s proposed approach and methodology for the project. This section should convey Consultant’s understanding of the proposed project.

**C.3.ii. Work Plan** – Include all project requirements and the proposed tasks, services, activities, etc., necessary to accomplish the scope of the project defined in this RFP. This section of the Technical Proposal must contain sufficient detail to convey to members of the evaluation team the Consultant’s knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of CSC staff. The Consultant may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.

**C.3.iii. Project Schedule** – Include a project schedule indicating when the elements of the work will be completed and when deliverables, if any, will be provided.

**C.3.iv. Deliverables** – Fully describe deliverables to be submitted under the proposed contract.

**C.3.v. Performance-Based Contracting** –RCW 39.26.180 requires that, to the extent practicable, Washington State agencies enter into performance-based contracts. Performance-based contracts identify expected deliverables and performance measures or outcomes and are contingent on the contractor providing such deliverables or achieving performance outcomes.

Bidders are encouraged to structure Technical and Cost proposals in a performance-based manner that identify payment(s) tied to deliverables identified in Section C.3.iv.

**C.3.vi. Outcomes and Performance Measurement** – Describe the impacts/outcomes the Consultant proposes to achieve as a result of the delivery of these services including how these outcomes would be monitored, measured, and reported to the state agency.

Note: Mere repetition of the work statement in Section 1 will not be considered responsive.

**C.3.vii. Risks** – Define risks you identify as being significant to the success of the project. Include how you would propose to effectively monitor and manage these risks, including reporting of risks to the Agency’s contract manager.

## **C.4. MANAGEMENT PROPOSAL**

### **C.4.i. Project Management**

**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.

**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 CSC.

#### **C.4.ii. Experience of the Company**

**Relevant Experience** – Describe how the Company meets the minimum qualifications and, if applicable, the desired qualifications. Include other relevant experience that indicates the qualifications of the Consultant, and any subcontractors, for the performance of the potential contract. Bidder shall also affirm minimum qualifications on the *Qualifications Assurances and Certification Form*.

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

#### **C.4.iii. References**

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 RFP, the Consultant and team members grant permission to CSC to contact these references and others who, from CSC’s perspective, may have pertinent information. CSC may or may not, at CSC’s discretion, contact these references or others. Do not include current CSC staff as references.

#### **C.4.iv. 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, CSC reserves the right to disqualify Consultant proposals based on the Consultant’s historical performance, as outlined above in Section B. General Information for Consultants, 11. Responsiveness.

### **C.5. COST PROPOSAL**

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

**C.5.i. Identification of Costs**

Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the Contract. The Consultant is to submit a fully detailed budget including staff costs, administrative costs, travel costs, and any other expenses necessary to accomplish the tasks and to produce the deliverables under the Contract. Consultants are required to collect and pay Washington State sales tax, if applicable.

**C.5.ii. Travel Costs**

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

**C.5.iii. Subcontractor Costs**

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

## Section D. EVALUATION AND AWARD

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### D.1. EVALUATION PROCEDURE

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

### D.2. EVALUATION WEIGHTING AND SCORING

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

| Category   | Maximum Points Possible |
|--|-------------------------|
| <b>Technical Proposal</b>                          |                         |
| Project Approach/Methodology                       | 15 points               |
| Quality of Work Plan                               | 35 points               |
| Project Schedule                                   | 10 points               |
| Project Deliverables                               | 10 points               |
| Risks  | 10 points               |
| <b>Management Proposal</b>                         |                         |
| Project Team Structure/Internal Controls           | 15 points               |
| Staff Qualifications/Experience                    | 15 points               |
| Experience of the Company                          | 30 points               |
| <b>Cost of Proposal</b>                            |                         |
| <b>Subtotal</b>                                    |                         |
|  | <b>190 points</b>       |
| Reference Checks                                   | 15 points               |
| Oral Presentation (if determined necessary by CSC) | 10 points               |
| <b>GRAND TOTAL FOR PROPOSAL</b>                    |                         |
|  | <b>215 points</b>       |

### D.3. REFERENCE CHECKS

References will be contacted for the top-scoring Bidder(s) only and will then be scored and added to the total score.

#### **D.4. ORAL PRESENTATIONS**

After bids are received and written evaluations are completed, CSC, at its sole discretion, may request that one or more Responsible and Responsive Bidders participate in an oral interview and/or presentation or demonstration. Should CSC elect to hold oral presentations, it will contact the top-scoring bidder(s) to schedule a date, time, and location. Commitments made by the Bidder at the oral interview, if any, will be considered binding.

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

#### **D.5. SELECTION OF APPARENT SUCCESSFUL BIDDER**

CSC reserves the right to award the contract to the Bidder whose proposal is deemed to be in the best interest of and most advantageous to CSC and the state of Washington. The selected bidder will be declared the Apparent Successful Bidder (ASB). Contract award is contingent upon approval of the ABB at a monthly open public CSC Board meeting.

The date of announcement of the ASB will be the date the announcement is emailed. 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 Bidder with the second highest score as the new ASB, and enter into contract negotiations with that Bidder. This process will continue until the Contracts are signed or no qualified Bidders remain.

#### **D.6. NOTIFICATION TO BIDDERS**

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

#### **D.7. DEBRIEFING OF UNSUCCESSFUL BIDDERS**

At the Bidder's request, an individual debriefing conference will be scheduled with an unsuccessful Bidder. The request for a debriefing conference must be received by the RFP Coordinator within three (3) business days following announcement of the ASB. The debriefing must be held within three (3) business days of the request, unless otherwise agreed upon by CSC and Bidder.

Discussion will be limited to a critique of the requesting Bidder'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 (1) hour.

Since debriefing conferences pertain to the formal evaluation process, Bidders who were disqualified as non-responsive and therefore did not go through the formal evaluation process, are not entitled to a debriefing conference.

Please note, because the debrief process must occur before making an award, CSC likely will schedule the Debrief Conference shortly after the announcement of the ASB and the Bidder's request for a Debrief Conference. CSC 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.

#### **D.8. PROTEST PROCEDURE**

This protest procedure is available to Bidders who submitted a response to this RFP document and who have participated in a debriefing conference. Upon completion of the debriefing conference, the Consultant is allowed five (5) business days to file a protest of the procurement with the RFP Coordinator. Protests shall be submitted to the RFP Coordinator via email.

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 Bidders under this procurement.

The protest must state:

1. The RFP number.
2. 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.
3. A description of the relief or corrective action being requested should also be included.

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 CSC/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) CSC/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.



1. The agency will assign a Protest Officer who had no involvement in the evaluation and award process to investigate and respond to the protest.
2. The Protest Officer will consider the available facts and issue a written response to the Bidder within ten (10) business days after receipt of the protest, unless additional time is needed. OSPI will notify the protesting bidder in writing if additional time is needed.
3. A copy of the protest and the agency's written decision will be provided to the Superintendent of Public Instruction and the Director of DES.

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

The final determination of the protest shall either:

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

If OSPI determines that the protest is without merit, OSPI will enter into a contract with the Apparent Successful Bidder, assuming the parties reach agreement on the contract's terms. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken. All decisions made by OSPI relating to the protest shall be final.

## **Section E. RFP EXHIBITS**

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- Exhibit A** Certifications and Assurances
- Exhibit B** COVID-19 Vaccination Certification
- Exhibit C** Qualification Affirmations
- Exhibit D** Sample Contract
- Exhibit E** General Terms and Conditions
- Exhibit F** Contractor Intake Form
- Exhibit G** 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 ninety (90) business days following receipt, and it may be accepted by CSC without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the ninety (90) business-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 neither CSC nor OSPI will not reimburse Bidder for any costs incurred in the preparation of this proposal. All proposals become the property of CSC/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 CSC 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 CSC, 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 CSC.
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 CSC of any changes in the certifications and assurances above.

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

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|                     |      |                            |
|---------------------|------|----------------------------|
| Signature of Bidder | Date | Place Signed (City, State) |
|---------------------|------|----------------------------|

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|            |       |                   |
|------------|-------|-------------------|
| Print Name | Title | Organization Name |
|------------|-------|-------------------|

## EXHIBIT B

### COVID-19 VACCINATION CERTIFICATION

*To reduce the spread of COVID-19, Washington state Governor Jay Inslee, pursuant to emergency powers authorized in [RCW 43.06.220](#), issued [Proclamation 21-14 – COVID-19 Vaccination Requirement](#) (dated August 9, 2021), as amended by [Proclamation 21-14.1 – COVID-19 Vaccination Requirement](#) (dated August 20, 2021) and as amended by [Proclamation 21-14.2 – COVID-19 Vaccination Requirement](#) (dated September 27, 2021), and as may be amended thereafter. The Proclamation requires contractors who have goods, services, or public works contracts with a Washington state agency to ensure that their personnel (including subcontractors) who perform contract activities on-site comply with the COVID-19 vaccination requirements, unless exempted as prescribed by the Proclamation.*

I hereby certify, on behalf of the firm identified below, as follows (check one):

**COVID-19 CONTRACTOR VACCINATION PROCLAMATION COMPLIANCE.** Contractor:

1. Has reviewed and understands Contractor's obligations as set forth in [Proclamation 21-14 – COVID-19 Vaccination Requirement](#) (dated August 9, 2021), as amended by [Proclamation 21-14.1 – COVID-19 Vaccination Requirement](#) (dated August 20, 2021), and as amended by [Proclamation 21-14.2 – COVID-19 Vaccination Requirement](#) (dated September 27, 2021);
2. Has developed a COVID-19 Vaccination Verification Plan for Contractor's personnel (including subcontractors) that complies with the above-referenced Proclamation;
3. Has obtained a copy or visually observed proof of full vaccination against COVID-19 for Contractor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;
4. Complies with the requirements for granting disability and religious accommodations for Contractor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;
5. Has operational procedures in place to ensure that any contract activities that occur in person and on-site at the Commission's premises (other than only for a short period of time during a given day and where any moments of close proximity to others on-site will be fleeting – e.g., a few minutes for deliveries) that are performed by Contractor personnel (including subcontractors) will be performed by personnel who are fully vaccinated or properly exempted as required by the above-referenced Proclamation;
6. Has operational procedures in place to enable Contractor personnel (including subcontractors) who perform contract activities on-site and at the Commission's premises to provide compliance documentation that such personnel are in compliance with the above-referenced Proclamation;

7. Will provide to the Commission, upon request, Contractor's COVID-19 Vaccination Verification Plan and related records, except as prohibited by law, and will cooperate with any investigation or inquiry pertaining to the same.

**OR**

**CONTRACTOR IS NOT ABLE TO PERFORM IN COMPLIANCE WITH THE VACCINATION PROCLAMATION.**

Contractor is not able to perform the contract obligations in compliance with the above-referenced Proclamation. Note: Compliance with the Proclamation is mandatory. Bidders/Contractors who are not able to perform in compliance with the Vaccination Proclamation will not be evaluated.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the firm listed herein.

Contractor: \_\_\_\_\_  
Name of firm/bidder

By: \_\_\_\_\_  
Signature of authorized person                      Printed name of person signing

Title: \_\_\_\_\_ Place: \_\_\_\_\_  
Title of person signing                      Print City and State where signed

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

**Failure to return this form may result in disqualification of your proposal.**

## EXHIBIT C QUALIFICATION AFFIRMATIONS

| CONSULTANT INFORMATION |  |
|------------------------|--|
| <b>Bidder Name:</b>    |  |

| MINIMUM QUALIFICATIONS  |
|---|
| <p><i>Please check all boxes that apply.</i></p> <p><input type="checkbox"/> 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 Apparently Successful Contractor.</p> <p><input type="checkbox"/> At least five (5) years' experience providing support in an executive-level search in education</p> <p><input type="checkbox"/> A demonstrated commitment to equitable hiring practices that are aligned to the CSC's Educational Equity policy</p> |

Consultants who do not meet the minimum qualifications noted above 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.

| ADDITIONAL DESIRED QUALIFICATIONS   |
|---|
| <p><i>Please check all boxes that apply.</i></p> <p><input type="checkbox"/> Experience in state hiring and human resource laws for a public agency.</p> <p><input type="checkbox"/> Knowledge of charter public schools.</p> <p><input type="checkbox"/> Success in recruiting a diverse pool of experienced applicants</p> <p><input type="checkbox"/> Certified or ability to be certified through the Washington State Office of Minority &amp; Women's Business Enterprises, or similar organization</p> |

***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) |
| Print Name          | Title | Organization Name          |

## EXHIBIT D SAMPLE CONTRACT

This Contract, CHARTER SCHOOL COMMISSION Contract No. K22\_\_\_\_, is made and entered into by and between the state of Washington, Charter School Commission, hereinafter referred to as the "AGENCY" and the below named individual, hereinafter referred to as "CONTRACTOR."

Contractor Name:

Address:

City, State, Zip Code:

Phone: ( )

E-mail:

### **ARTICLE I. PURPOSE**

The AGENCY seeks a CONTRACTOR to fulfill the AGENCY's need for support of a successful comprehensive recruitment and hiring process for the AGENCY's new Executive Director.

### **ARTICLE II. SCOPE OF WORK**

A. The CONTRACTOR will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- Services as set forth in the AGENCY'S request for proposal (RFP), as detailed in CONTRACTOR'S Proposal in response to RFP dated \_\_\_\_\_(\_\_pages), and in this contract and any exhibits to this contract. The AGENCY RFP and the CONTRACTOR'S Proposal in response to the RFP are specifically incorporated into this contract.

B. Exhibit 1 contains the General Terms and Conditions governing work to be performed under this contract, the nature of the working relationship between the AGENCY and the CONTRACTOR, and specific obligations of both parties.

C. The CONTRACTOR shall produce the following:

- Deliverables as noted in the CONTRACTOR'S Proposal in response to AGENCY RFP dated \_\_\_\_\_(\_\_pages), and in this contract and any exhibits to this contract. The RFP and the CONTRACTOR'S response are specifically incorporated into this contract.

### **ARTICLE III. PERIOD OF PERFORMANCE**

The period of performance under this contract will be DATE through DATE or a date mutually agreed upon by the AGENCY and the CONTRACTOR.



**ARTICLE IV. COMPENSATION**

Total compensation payable to the CONTRACTOR for satisfactory performance of the work under this contract shall not exceed \_\_\_\_\_dollars (\$\_\_\_\_\_), including any approved travel and advertising expenses.

- The payment of \_\_\_\_\_dollars (\$\_\_\_\_\_ ) [*put in flat fee here*], shall be paid in three approximately equal installments after successful completion of each work product described below:
  - Upon completion of \_\_\_\_\_: \$ \_\_\_\_\_.
  - Upon completion of \_\_\_\_\_: \$ \_\_\_\_\_.
  - Upon completion of \_\_\_\_\_: \$ \_\_\_\_\_.
  
- Travel expenses and advertising costs are billed separately on a monthly basis with detailed receipts. CONTRACTOR shall receive compensation for travel expenses at current state travel reimbursement rates. The need for any travel expenses involving overnight travel, flights, and/or rental car shall be discussed with and approved by the AGENCY before the expense is incurred. CONTRACTOR shall discuss with and get approval from AGENCY before advertising expenses are incurred.

**ARTICLE V. BILLING PROCEDURE & PAYMENT**

AGENCY will pay CONTRACTOR upon acceptance of service provided and receipt and approval of a properly completed invoice, which shall be submitted to the Contract Manager:

| Contract Manager       |                             |
|------------------------|-----------------------------|
| Name:                  | Contract Manager            |
| Address:               | PO Box 40996                |
| City, State, Zip Code: | Olympia, WA 98504-0996      |
| Phone:                 | (360) 725-5511              |
| e-mail address:        | charterschoolinfo@k12.wa.us |

The invoice shall describe and document, to the AGENCY’S satisfaction, a description of the work performed, the progress of the project, and the fees. The invoice shall include reference to CHARTER SCHOOL COMMISSION Contract No. K22\_\_\_\_\_.

Payment shall be considered timely if made by the AGENCY within thirty (30) calendar days after receipt of the properly completed invoice. Payment shall be sent to the address designated by the CONTRACTOR.

The AGENCY may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this contract.

No payment in advance or in anticipation of services or supplies to be provided under this contract shall be made by the AGENCY.

**ARTICLE VI. CONTRACT MANAGEMENT**

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

| CONTRACTOR Contract Manager Information:                                    | AGENCY Contract Manager Information:  |
|---|---|
| Contractor Name:<br>Address:<br>City, State, Zip Code:<br>Phone:<br>e-mail: | Name: Contract Manager<br>Address: PO Box 40996<br>City, State, Zip Code: Olympia, WA 98504-0996<br>Phone: (360) 725-5511<br>e-mail address:<br>charterschoolinfo@k12.wa.us |

**ARTICLE VII. CONTRACT AMENDMENTS**

The contract may be changed, modified or amended only by written agreement executed by both parties.

**ARTICLE VIII. TERMINATION**

Either party may terminate this contract upon thirty (30) days written notice to the other party. In the event of termination of this contract, the terminating party shall be liable of performance rendered prior to the effective date of termination.

**ARTICLE IX. ASSURANCES**

AGENCY and the CONTRACTOR agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

**ARTICLE X. ORDER OF PRECEDENCE**

Each of the exhibits 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
- Exhibit 1 – General Terms and Conditions
- Request for Proposal and any attachments
- CONTRACTOR’S Response to Request for Proposal
- Any other provision, term or material incorporated herein by reference or otherwise incorporated.

## **ARTICLE XI. INSURANCE**

The CONTRACTOR shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suites, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the CONTRACTOR or subcontractor, or agents of either, while performing under the terms of this contract.

The CONTRACTOR shall provide insurance coverage which shall be maintained in full force and effect during the terms of this contract as follows:

- Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$ 1 million per occurrence. Additionally, the CONTRACTOR is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
- Professional Liability (Errors and Omissions) Insurance Policy. Insurance appropriate to the CONTRACTOR'S profession, with limits no less than \$ 1 million per occurrence.
- Automobile Liability Policy. In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the CONTRACTOR, automobile liability insurance shall be required. The minimum liability is \$1 million per occurrence, using a Combined Single Limit for bodily injury and property damage.

The insurance required shall be issued by an insurance company/ies authorized to do business within the State of Washington, and shall name the State of Washington, its agents and employees as additional insureds under the insurance policy/ies. All policies shall be primary to any other valid and collectible insurance. CONTRACTOR shall instruct the insurers to give the AGENCY 30 days advance notice of any insurance cancellation.

CONTRACTOR shall submit to AGENCY within 15 days of the contract effective date, a certificate of insurance which outlines the coverage and limits defined in the Insurance section. CONTRACTOR shall submit renewal certificates as appropriate during the term of the contract.

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 required by law. The State of Washington will not be held responsible in any way for claims filed by the CONTRACTOR or its employees for services performed under the terms of this Contract. For work performed by any of the CONTRACTOR's Washington State employees, the CONTRACTOR shall comply with the provisions of Title 51 RCW, Industrial Insurance. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from the CONTRACTOR.

**ARTICLE XII. ENTIRE AGREEMENT**

This contract, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

**ARTICLE XIII. CONFORMANCE**

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

**ARTICLE XIV. APPROVAL**

This contract shall be subject to the written approval of the AGENCY’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.

**CONTRACTOR**

**CHARTER SCHOOL COMMISSION**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

SAMPLE - DO NOT SIGN

## **EXHIBIT E**

### **GENERAL TERMS AND CONDITIONS**

#### **DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "AGENCY" shall mean the CHARTER SCHOOL COMMISSION of the State of Washington, any division, section, office, unit or other entity of the AGENCY, or any of the officers or other officials lawfully representing that AGENCY.
- B. "AGENT" shall mean the Executive Director (including any Interim Executive Director if authorized by AGENCY), and/or the delegate authorized in writing to act on the Executive Director's behalf.
- C. "CONTRACTOR" shall mean that firm, provider, organization, individual or other entity performing service(s) under this Contract, and shall include all employees of the CONTRACTOR.
- D. "SUBCONTRACTOR" shall mean one not in the employment of the CONTRACTOR, who is performing all or part of those services under this Contract under a separate contract with the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.

#### **ACCESS TO DATA**

In compliance with RCW 39.26, the CONTRACTOR shall provide access to data generated under this Contract to AGENCY, 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.

#### **ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this Contract shall be made by the AGENCY.

#### **ALTERATIONS AND AMENDMENTS**

This Contract may be amended 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.

**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.

### **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 AGENCY.

### **ASSURANCES**

The AGENCY 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.

### **ATTORNEYS' FEES**

In the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorney fees and costs.

### **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.

### **BUDGET REVISION**

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 the AGENCY, 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 AGENCY.

### **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 AGENCY if, during the term of this Contract, CONTRACTOR becomes debarred. The AGENCY 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.

### **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.

### **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 AGENCY of the change. CONTRACTOR shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.

### **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 AGENCY 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.

### **CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONTRACTOR, terminate this Contract if it is

found after due notice and examination by the AGENT that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW, or any similar statute involving the CONTRACTOR in the procurement of, or performance under, this Contract.

In the event this Contract is terminated as provided above, the AGENCY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the Contract by the CONTRACTOR. The rights and remedies of the AGENCY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the AGENT makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Contract.

### **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 AGENCY. The AGENCY shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, 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.

CONTRACTOR understands that, except where otherwise agreed to in writing or approved by the AGENCY 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 AGENCY, at the time of delivery of materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document that 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.

### **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 agents maintained by the CONTRACTOR for 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 fee.

### **DISALLOWED COSTS**

The CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

### **DISPUTES**

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with AGENT.

1. The request for a dispute hearing must:
  - Be in writing;
  - State the disputed issue(s);
  - State the relative positions of the parties;
  - State the CONTRACTOR'S name, address, and Contract number; and
  - Be mailed to the AGENT and the other party's (respondent's) contract manager within three (3) working calendar days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both the AGENT and the requester within five (5) working calendar days.
3. The AGENT shall review the written statements and reply in writing to both parties within ten (10) working days. The AGENT may extend this period if necessary by notifying the parties.

4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

In the event that a dispute arises under this Contract, it shall be determined by a Dispute Board in the following manner: (1) The AGENCY shall appoint a member to the Dispute Board; (2) the CONTRACTOR shall appoint a member to the Dispute Board; (3) the AGENCY 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.

#### **DUPLICATE PAYMENT**

The AGENCY shall not pay the CONTRACTOR, for the same services or expenses.

#### **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.

#### **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.

#### **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 the Superior Court for Thurston County.

#### **INDEMNIFICATION**

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless the AGENCY, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the 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 obligations to indemnify, defend, and hold harmless includes any claim by CONTRACTORS' agents, employees, representatives, or any subcontractor or its employees.

CONTRACTOR expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to CONTRACTOR'S or any subcontractor's performance or failure to perform the Contract. CONTRACTOR'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

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

### **INDEPENDENT CAPACITY OF THE CONTRACTOR**

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

### **LICENSING, ACCREDITATION AND REGISTRATION**

The CONTRACTOR shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this Contract.

### **LIMITATION OF AUTHORITY**

Only the AGENCY or AGENCY'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 or

any clause or condition of this Contract is not effective or binding unless made in writing and signed by the AGENCY.

### **NONDISCRIMINATION**

The CONTRACTOR shall comply with all the federal and state non-discrimination laws, regulations and policies, which are otherwise applicable to the AGENCY. 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 AGENCY 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 AGENCY.

### **OVERPAYMENT**

CONTRACTOR shall refund to the AGENCY 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, AGENCY may charge CONTRACTOR one percent (1%) per month on the amount due until paid in full.

### **PAYMENTS**

No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the AGENCY. 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 AGENCY, and (2) Acceptance and certification by the AGENCY 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.

### **PRIVACY**

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this Contract shall be protected against unauthorized use, disclosure, modification or loss. CONTRACTOR shall ensure its directors, officers, employees,

subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons' personal information without the express written consent of the AGENCY or as otherwise required by law.

Any breach of this provision may result in termination of the Contract and the demand for return of all personal information. The CONTRACTOR agrees to indemnify and hold harmless the AGENCY for any damages related to the CONTRACTOR'S unauthorized use of personal information.

### **PUBLIC DISCLOSURE**

CONTRACTOR acknowledges that the AGENCY 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 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.

### **PUBLICITY**

The CONTRACTOR agrees to submit to the AGENCY all advertising and publicity matters relating to this Contract wherein the AGENCY'S name is mentioned or language used from which the connection of the AGENCY'S name may, in the AGENCY'S judgment, be inferred or implied. The CONTRACTOR agrees not to publish or use such advertising and publicity matters without the prior written consent of the AGENCY.

### **RECORDS MAINTENANCE**

The CONTRACTOR shall maintain 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 that 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 (6) 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.

### **REGISTRATION WITH DEPARTMENT OF REVENUE**

The CONTRACTOR shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.

### **RIGHT OF INSPECTION**

The CONTRACTOR shall provide right of access to its facilities to the AGENCY, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the CONTRACTOR'S business or work hereunder.

### **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.

### **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.

### **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 AGENCY. In no event shall the existence of the subcontract operate to release or reduce the liability of the CONTRACTOR to the AGENCY 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.

Additionally, the CONTRACTOR is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons' personal information without the express written consent of the AGENCY or as provided by law.

### **TAXES**

All payments accrued because 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.

### **TERMINATION FOR CAUSE**

In the event the AGENCY determines the CONTRACTOR has failed to comply with the conditions of this Contract in a timely manner, the AGENCY has the right to suspend or terminate this Contract. Before suspending or terminating the Contract, the AGENCY shall notify the CONTRACTOR in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar days, the Contract may be terminated or suspended. The AGENCY 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 AGENCY to terminate the Contract.

In the event of termination or suspension, 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.

A termination shall be deemed 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 AGENCY provided in this Contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

### **TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, the AGENCY may, by ten (10) calendar 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 AGENCY shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

### **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 AGENCY may, without advance notice and without liability for damages, terminate the Contract under the "Termination for Convenience" clause. The AGENCY and CONTRACTOR may, however, renegotiate this Contract under any such new funding limitations and conditions.

## **TERMINATION PROCEDURES**

Upon termination of this Contract, the AGENCY, in addition to any other rights provided in this Contract, may require the CONTRACTOR to deliver to the AGENCY 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 AGENCY shall pay to the CONTRACTOR the agreed upon price, if separately stated, for completed work and services accepted by the AGENCY, and the amount agreed upon by the CONTRACTOR and the AGENCY for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by the AGENCY, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AGENT shall determine the extent of the liability of the AGENCY. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Contract. The AGENCY may withhold from any amounts due the CONTRACTOR such sum as the AGENT determines to be necessary to protect the AGENCY against potential loss or liability.

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

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

1. Stop work under the Contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts 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;
3. Assign to the AGENCY, in the manner, at the times, and to the extent directed by the AGENT, all of the rights, title, and interest of the CONTRACTOR under the orders and subcontracts so terminated, in which case the AGENCY 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 AGENT to the extent AGENT may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to the AGENCY and deliver in the manner, at the times, and to the extent directed by the AGENT any property which, if the Contract had been completed, would have been required to be furnished to the AGENCY;
6. Complete performance of such part of the work as shall not have been terminated by the AGENT; and
7. Take such action as may be necessary, or as the AGENT may direct, for the protection and preservation of the property related to this Contract, which is in the possession of the CONTRACTOR and in which the AGENCY has or may acquire an interest.



## **TREATMENT OF ASSETS**

- A. 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 AGENCY shall vest in the AGENCY, 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 "Washington State Charter School Commission"; and, (3) surrender property and title to the AGENCY without charge prior to settlement upon completion, termination or cancellation of this Contract.
- B. Any property of the AGENCY furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by the AGENCY, be used only for the performance of this Contract.
- C. The CONTRACTOR shall be responsible for any loss or damage to property of the AGENCY that results from the negligence of the CONTRACTOR or which results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.
- D. If any AGENCY property is lost, destroyed, or damaged, the CONTRACTOR shall immediately notify the AGENCY and shall take all reasonable steps to protect the property from further damage.
- E. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR'S employees, agents or subcontractors.

## **WAIVER**

A failure by either part to exercise its rights under this Contract 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 Contract unless stated to be such in writing and signed by personnel authorized to bind each of the parties

## **EXHIBIT F CONTRACTOR INTAKE FORM**

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

## EXHIBIT G PROPOSAL CHECKLIST

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

| Included in Proposal     | Component   |
|--------------------------|---|
| <input type="checkbox"/> | Letter of Submittal   |
| <input type="checkbox"/> | Technical Proposal  |
| <input type="checkbox"/> | Management Proposal   |
| <input type="checkbox"/> | References  |
| <input type="checkbox"/> | Cost Proposal   |
| <input type="checkbox"/> | Certifications and Assurances   |
| <input type="checkbox"/> | COVID-19 Vaccination Certification  |
| <input type="checkbox"/> | <i>Contractor Intake Form</i><br>Download an editable version from <a href="#">OSPI's website</a>   |
| <input type="checkbox"/> | Washington State Business License, if applicable (see <i>Contractor Intake Form</i> )<br>For more information about this, visit the <a href="#">Department of Revenue</a> website.  |
| <input type="checkbox"/> | <i>Business Enterprise Certification Form</i> , if applicable (see <i>Contractor Intake Form</i> )<br>For more information about certification, visit the <a href="#">Office of Minority and Women's Business Enterprises</a> website or <a href="#">Department of Veterans Affairs website</a> . |