

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

REQUEST FOR PROPOSALS (RFP)

RFP NO. 2020-14

PROJECT TITLE: Grants Management System

PROPOSAL DUE DATE: 3:00 p.m., Pacific Standard Time (PST) on September 27, 2019.

ESTIMATED CONTRACT PERIOD: December 2, 2019 - December 01, 2024. Amendments extending the period of performance, if any, shall be at the sole discretion of OSPI.

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

SUBMIT PROPOSAL TO: **Proposal Delivered by Email:**
kimberly.ames@k12.wa.us

FAXED PROPOSALS WILL NOT BE ACCEPTED.

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

This RFP is available at the Office of Superintendent of Public Instruction (OSPI) website located at [OSPI's website](#) and at the Department of OSPI, [Washington Electronic Business Solution \(WEBS\) Procurement website](#). All RFP amendments or Consultant questions and OSPI answers will be posted to these sites. All interested Consultants must be registered with WEBS under the following commodity codes in order to receive notifications:
920-04; 920-14; 920-07; 209-12; 209-37; 209-46; 209-54; 209-69; 209-72; 209-87; 209-13; 920-40; 920-03; 958-16; 958-23; 208-68; 209-69

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

RFP TABLE OF CONTENTS

Section A. Introduction	Page 3-8
Definitions	Page 3-4
Purpose of RFP	Page 5
Background.....	Page 6-7
Objective and Scope of Work.....	Page 7-8
Bidder Qualifications	Page 7-8
Period of Performance	Page 8
Funding.....	Page 8
Indirect Costs.....	Page 8
Americans with Disability Act	Page 8
Section B. General Information for Bidders	Page 9-15
RFP Coordinator	Page 9
Estimated Schedule of Performance Activities.....	Page 9
Pre-Bid Conference.....	Page 10
Complaint Procedure	Page 10-11
Submission of Proposals.....	Page 11
Proprietary Information/Public Disclosure.....	Page 11
Addendums and Amendments to the RFP	Page 11-12
Small Business, Women-/Minority- or Veteran-Owned Business Participation	Page 12
Acceptance Period.....	Page 12
Responsiveness.....	Page 12-13
Most Favorable Terms	Page 13
Contract and General Terms and Conditions	Page 13
Cost to Propose	Page 13
No Obligation to Contract.....	Page 13-14
Rejection of Proposals	Page 14
Commitment of Funds.....	Page 14
Statewide Vendor Payment Registration.....	Page 14
Insurance Coverage.....	Page 14
Security and Design Review.....	Page 14-15
Section C. Proposal Contents	Page 16-21
Letter of Submittal.....	Page 16
Technical Proposal	Page 16-19
Management Proposal.....	Page 19-20
Cost Proposal	Page 20-21
Section D. Evaluation and Contract Award	Page 22-24
Evaluation Procedure.....	Page 22
Evaluation Weighting and Scoring.....	Page 22
Demonstrations.....	Page 22-23
Selection of Apparent Successful Bidder.....	Page 23
Notification to Bidders	Page 23
Debriefing of Unsuccessful Bidders.....	Page 23
Protest Procedure	Page 23-24
Section E. RFP Exhibits	Page 25-34
Certifications and Assurances.....	Page 26-27
Sample Contract	Page 28-32
General Provisions	Page 33-41
General Terms and Conditions	Page 42
Contractor Intake Form	Page 43
Proposal Checklist	Page 44

Section A. INTRODUCTION

1. DEFINITIONS

Definitions for the purposes of this RFP include:

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

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

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

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

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

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

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

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

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

COTS – Commercial off-the-shelf, referring to packaged products or solutions that can be configured to satisfy the needs of the purchasing organization.

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.

Grants Claims- A custom developed system to handle financial expenditures associated with the disbursement of funds from federal, state and other sources.

iGrants – A custom developed system that is used to create, process and manage grant funding applications.

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

Platform as a Service (PaaS) – A category of cloud computing services that provides a platform allowing customers to develop, run, and manage applications

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

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

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

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

RCW – The Revised Code of Washington.

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

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

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

Software as a Service (SaaS) - A software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted.

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

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

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

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 OSPI.

2. PURPOSE OF REQUEST FOR PROPOSALS

The Office of Superintendent of Public Instruction (OSPI) is initiating this Request for Proposals (RFP) to solicit proposals from Consultants interested in participating on a project to implement and configure a Grants Funding System. OSPI is seeking a Commercial off-the-shelf (COTS), Modifiable off-the-shelf (MOTS), Software as a Service (SaaS) or Platform as a Service (PaaS) solution that will facilitate the workflow providing Program Managers the ability to build form packages and allow educational organizations across the state to submit applications for funding and be authorized to receive federal, state and local funds from OSPI. The preference is to have the system hosted by the Vendor however OSPI can provide hosting if necessary.

The system implemented by this project should also provide more robust reporting and performance monitoring capabilities in order to better manage grant funding with a goal of tying expenditures to performance outcomes and consolidating plans across programs to reduce duplication

3. BACKGROUND

OSPI is the primary agency charged with overseeing K-12 public education in Washington State. Led by State School Superintendent Chris Reykdal, OSPI works with the State's two hundred and ninety-five (295) school districts to administer basic education programs and implement education reform on behalf of more than one million public school students.

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

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

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

An estimated two thousand two hundred (2,200) unique users log in to iGrants in an average month. Users consist of educational entities and OSPI staff. iGrants provides generally good service for purposes of displaying grant applications to educational entities, collecting grant application data, and for evaluating grant applications. User roles are described in **Attachment A – Background and Analysis**.

4. OBJECTIVE AND SCOPE OF WORK

A. Objectives

- a. Provide implementation and configuration of a hosted Grants Funding System that facilitates a workflow to provide funding to sub-grantees who are authorized to receive federal, state and local grant funds from OSPI.
- b. Provide a solution for the integration of data from Grants Funding System with Washington State Accounting and Financial Reporting System (AFRS) and SAFS (OSPI District Payment System) applications.

B. Scope of Work

The main deliverable of this contract shall be implementation and configuration of either a Commercial off-the-shelf (COTS), Modifiable off-the-shelf (MOTS), Software as a Service (SaaS), Platform as a Service (PaaS), Vendor hosted solution that meets system and business requirements as outlined in **Attachment B- System and Business Requirements**. System should be secure in handling category 2 data and be hosted in a data center categorized as tier-2 or above. Any requirements that may require custom development should be outlined and explained in the Vendor's Technical Proposal and reflected in the Cost Proposal. Vendor cost proposal should include a five-year cost projection describing both implementation costs related to training, configuration and customization (if applicable) and annual costs related to software, services and maintenance. Data migration is not considered in scope for this project.

Additional deliverables for this project are outlined below:

- a. **Working Prototypes** – Contracted vendor should be able to provide working prototypes and demonstration of functionality at various stages during the implementation phase. These prototypes shall be approved by OSPI internal project team for acceptance of this deliverable.
- b. **Gap Analysis and System Design/Configuration Document** – The contracted vendor will be expected to facilitate discovery sessions with the project team where current requirements are reviewed and clarified; gaps between customer expectations and proposed design are addressed; and final design/configuration specifications are flushed out. An approved design/configuration document(s) constitutes acceptance of this deliverable.
- c. **Configured System** - The contracted vendor will be expected to configure the system per the agreements of Deliverable B listed above. Completion of

this deliverable will be fulfilled through successful User Acceptance Testing (UAT).

- d. **Program Staff Self-Service** – OSPI wishes to avoid reliance upon technical staff to build grant applications. The proposed system should provide a solution that will allow OSPI program staff to utilize a graphical user interface (GUI) to create or modify existing grant applications. A list of this year's form packages can be viewed in **Attachment C - 2019-20 Form Packages**.
- e. **User Access** – The contracted vendor will be expected to provide system access for up to one hundred (100) internal users including system administrators, program staff, program supervisors and claims staff. The system should also allow access for an estimated two thousand (2000) external users from WA State public schools and other entities.
- f. **Training and Training Materials** – The contracted vendor shall provide administrator and end-user training for OSPI staff as well as knowledge transfer for future train the trainer approach during implementation. The vendor shall also provide planning and facilitation for the initial training of external users. Additionally, the vendor is expected to provide training materials in the form of user manuals, knowledge bases or other relevant documentation that can be used for future training.
- g. **Data Accessibility and Reporting** – The system must permit data accessibility. System should also be robust in its ability to create and generate reports from the data captured within the application. Vendor shall demonstrate functionality for this deliverable to be approved by OSPI project team.
- h. **Warranty** – The vendor will be expected to provide on-going support to troubleshoot issues that arise in the first ninety (90) days after delivery. This warranty does not include change requests.

Deliverables specific to this RFP will be outlined in **Section C – Proposal Contents**.

5. BIDDER QUALIFICATIONS

Minimum Qualifications:

- Licensed to do business in the State of Washington. If not licensed, provide written intent to become licensed in Washington within thirty (30) calendar days of being selected as the Apparent Successful Bidder.
- Experience in the implementation and configuration of other Grant Funding or comparable systems.
- The ability to support the application once in production.
- No pending litigation or debarments from federal or state agencies.
- Financially solvent and able to operate for the next (5) years without a hindrance to the project or system operations.

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

Desirable Qualifications:

- Experience in integrating Grants Management Systems with state or other accounting systems.
- Knowledge of government federal grant processing requirements for Department of Education (USDOE) and U.S. Department of Agriculture (USDA).
- Knowledge of Washington State financial systems.

6. PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about December 2, 2019 and end on or about December 01, 2024. The option to extend any contract resulting from this procurement shall be at the sole discretion of OSPI.

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

7. FUNDING

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

8. INDIRECT COSTS

Per OSPI’s indirect costs policy, the maximum amount that may be charged or included in grants and contracts is the following:

Entity	State Grants and Contracts	Federal Grants and Contracts
School Districts	State recovery rate	Federal indirect rates, per OSPI’s agreement with the U.S. Department of Education
Educational Service Districts	Per annual letter of agreement by K-12 Financial Resources Division	Per annual letter of agreement by K-12 Financial Resources Division
All other entities (including higher education, non-profits, independent consultants, etc.)	10%	10%

9. AMERICANS WITH DISABILITIES ACT

OSPI complies 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

1. RFP COORDINATOR

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

Name:	Kimberly Ames
Address:	600 Washington Street SE P.O. Box 47200 Olympia, WA 98504-7200
Email Address:	kimberly.ames@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 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.

2. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Item	Action	Date
1.	OSPI issues RFP	8/26/2019
2.	Question and Answer period	8/28/2019- 9/20/2019
3.	OSPI hosts Pre-bid Conference	9/10/2019
4.	OSPI posts questions and answers from Pre-Bid Conference	9/17/2019
5.	Last date for questions regarding RFP	9/20/2019
6.	Complaints due	9/23/2019
7.	OSPI posts final Question and Answer Addendum or Amendment (if necessary)	9/23/2019
8.	Proposals due	9/27/2019
9.	OSPI conducts evaluation of written proposals	9/30/2019- 10/4/2019
10.	OSPI conducts in-person interviews/presentation with finalists	10/09/2019- 10/11/2019
11.	OSPI announces "Apparent Successful Bidder" and sends notification to unsuccessful Bidder(s)	10/18/2019
12.	OSPI conducts debriefing conferences (if requested)	As requested, per debriefing instructions
13.	Contract negotiation begins	10/21/2019
14.	Anticipated contract start date	TBD

OSPI reserves the right to revise the above schedule.

4. PRE-BID CONFERENCE

A pre-bid conference is scheduled to be held on September 10, 2019 at 9:00AM PST in Olympia, WA. The pre-bid conference will be available as a webinar. All prospective Consultants should attend; however, attendance is not mandatory. Written questions may be submitted in advance to the RFP Coordinator. OSPI shall be bound only to written answers to questions. Any oral responses given at the pre-bid conference shall be considered unofficial.

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

Within five 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 posted to WEBS on September 17, 2019 per the estimated schedule.

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 OSPI to correct a problem before proposals are submitted and time expended on evaluations.

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

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

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

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

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

The OSPI Contracts Administrator or an employee delegated by the Contracts Administrator will review valid complaints and respond to the submitter in writing. OSPI will consider all complaints but is not required to adopt a complaint, in part or in full. OSPI's response to the complaint is final and not subject to administrative appeal. The response, and any changes to

the RFP, will be posted to WEBS prior to the proposal due date. Any complaint addressed during the complaint process cannot be raised during the protest process.

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. in Olympia, WA, on Friday, September 27, 2019.*** (Please note **RFP 2020-14** in the email subject line.) Attachments to the email shall be Microsoft Word format or in Portable Document Format (PDF). Zipped files may be received by OSPI and can be used for submission of proposals. OSPI does not assume responsibility for any problems with the electronic delivery of materials.

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

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

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.

A. CONFIDENTIAL DOCUMENTS

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

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

B. PUBLIC RECORDS REQUESTS

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

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

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

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

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.

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

10. ACCEPTANCE PERIOD

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

11. RESPONSIVENESS

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

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

- History of prior unsatisfactory contractual performance

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

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

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

12. MOST FAVORABLE TERMS

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

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

13. 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. 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.

14. COSTS TO PROPOSE

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

15. NO OBLIGATION TO CONTRACT

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

16. REJECTION OF PROPOSALS

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

17. COMMITMENT OF FUNDS

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

18. 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 you, as a vendor, to receive payments from all participating state agencies by direct deposit, the State's preferred method of payment. Effective April 30, 2011, all OSPI Contractors are required to register as a Statewide Vendor. Participation in direct deposit is optional. For online registration, visit the [Office of Financial Management \(OFM\)](#).

19. INSURANCE COVERAGE

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

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

20. SECURITY AND DESIGN REVIEW

OSPI is required to comply with WaTech Office of Chief Information Officer (OCIO) IT Security Policy 141 and OCIO IT Security Standard [141.10, Securing Information Technology Assets](#). In consideration of design, functionality, and services rendered by the Contractor, OSPI shall ensure compliance requirements of this standard while working under contract with the Contractor. OCIO IT Security Standard 141.10, Securing Information Technology Assets, applies to all OSPI assets stored as part of a service, application, data, system, portal, module, components or plug-in product(s) that are secured as defined by the WaTech [OCIO's IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets](#).

As part of OCIO IT Security Standard 141.10, a design review checklist and/or other action will be required. These activities will be managed and coordinated between OSPI and the

contractor. Any related costs to performing these activities shall be at the expense of the Contractor. Any such activities and resulting checklist and/or other products must be shared with OSPI's Information Technology Services. The Apparent Successful Bidder (ASB) selected during this procurement must be able to demonstrate this compliance using **Attachment D-OCS Design Review Checklist**.

Any student or parent data collected as part of this contract shall be subject to the provisions of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) and must be secured and protected from unauthorized disclosure by the Contractor. The Contractor is wholly responsible for compliance with FERPA requirements.

Section C. PROPOSAL CONTENTS

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

1. Letter of Submittal including signed:
 - a. Certifications and Assurances
 - b. Contractor Intake Form
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.

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

1. LETTER OF SUBMITTAL (MANDATORY)

The Letter of Submittal, the attached Certifications and Assurances, and the attached Contractor Intake Form must be signed and dated by a person authorized to legally bind the Consultant to a contractual relationship, (e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship).

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

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

2. TECHNICAL PROPOSAL (SCORED)

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

A. System and Business Requirements

Describe how the system’s functionality meets requirements.

- a. Using **Attachment B**, identify all requirements as:
 1. Completely satisfied
 2. Can be met with minimal configuration

3. Will require customization to be met
 4. Requirement not met
- b. Please include explanation for any High Priority requirements that cannot be met or will require customization to be met.
 - c. Cost Proposals should reflect any necessary customization and explanation. If customization occurs, explain how the vendor maintains and supports variations of their software product.

B. System Security and Protection of Confidential Information

Describe system security including how it will protect confidential information. Proposed system should be expected to facilitate Category 2 Data - Sensitive Information. Sensitive Information is defined as data that is not specifically protected from disclosure by law and is for official use only. Sensitive information is generally not released to the public unless specifically requested. Washington State data categorizations can be found here [OCIO Data Category Definitions](#).

a. Strictly Maintain Confidentiality

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

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

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

b. Destruction of Confidential Information in Bidder's Possession

Immediately upon expiration or termination of this Agreement, the Bidder shall, at the Agency's option, comply with the following: (i) certify to Agency that all Confidential Information has been destroyed; or (ii) return all Confidential

Information to its owner; or (iii) take whatever other steps Agency requires of Bidder to protect Confidential Information.

c. Tracking Access to Confidential Information

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

d. Monitoring Confidential Protections

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

e. Violation of Confidentiality

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

C. Training and Materials

Describe the vendor's ability to and proposed method for providing implementation training related to the areas below. Allow cost proposal to reflect any associated costs related to training or materials. Estimated number of users are highlighted in parenthesis.

a. System Administrator Training (3-4 users)

Onsite training for OSPI system architects and administrators that describes how the system functions, connects to OSPI systems, etc.

b. OSPI Program Staff (60-80 users)

Onsite training for internal users.

c. OSPI Claims Staff (2-3 users)

Onsite training for internal users.

d. External Users (1500-2000 users)

Training for School Districts, Community Based Organizations (CBO), and other entities that use the system to submit grant applications.

e. User Manuals/Training Materials

Describe or provide example documentation for user manuals, knowledge base, training videos and/or other training materials.

OSPI Reserves the right to exclude or include training in the final contract.

D. System and User Documentation

Describe the system's documentation attributes:

- a. System Documentation**
Documentation for uniquely configured services. Describe access and maintenance of documentation related to updates and modifications.
- b. User Documentation**
Electronic reference for users. Describe method for providing contextual help in the application during normal use or through a knowledge base.

3. MANAGEMENT PROPOSAL (SCORED)

A. Project Approach/Methodology

Include a complete description of the Bidder's proposed approach and methodology for the project. This section should convey a high-level description of how the Bidder will approach completing the work. It will also give OSPI an idea that the Bidder understands the proposed project.

B. 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.

C. Staff Qualifications/Experience

Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide résumés for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Consultant must commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of OSPI.

D. Experience of the Vendor

Describe past projects related to the implementation of Grant Funding Systems. Speak to timelines, scale and continued maintenance and support post implementation.

E. References

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

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

F. Risk Management

Define any perceived 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 OSPI contract manager.

4. COST PROPOSAL (SCORED)

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

Cost Proposals should be submitted in a five-year projected outline which includes costs related to all of the below areas. **Attachment E- Cost Proposal Template** demonstrates how the cost proposal should be laid out and may be used by the bidder for this proposal.

Implementation 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, hosting costs, license 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.

Training Costs: Bidder shall include in cost proposal any and all costs related to training as referenced prior in **Section C - Training and Materials**.

Development Costs: Bidder shall identify any costs related to custom development that may be required in order to meet OSPI business requirements.

Software and Maintenance Costs: Bidder shall identify and outline in the five-year projection of costs any annual costs as related to licensing, hosting, support and maintenance.

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.

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.

Per OSPI’s indirect costs policy, the maximum amount that may be charged or included in grants and contracts is the following:

Entity	State Grants and Contracts	Federal Grants and Contracts
School Districts	State recovery rate	Federal indirect rates, per OSPI’s agreement with the U.S. Department of Education
Educational Service Districts	Per annual letter of agreement by K-12 Financial Resources Division	Per annual letter of agreement by K-12 Financial Resources Division
All other entities (including higher education, non-profits, independent consultants, etc.)	10%	10%

Section D. EVALUATION AND CONTRACT AWARD

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 panel, to be designated by OSPI, which will determine the ranking of the proposals.

2. EVALUATION WEIGHTING AND SCORING

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

Phase 1- Written Evaluation	
Technical Proposal – 30%	60 points
System and Business Requirements	30 points
System Security & Protection of Confidential Info	10 points
Training and Materials	10 points
System and User Documentation	10 points
Management Proposal – 30%	60 points
Project Approach/Methodology	20 points
Project Team Structure/Internal Controls	10 points
Staff Qualifications/Experience	10 points
Vendor Experience	10 points
Risk Management	10 points
Cost Proposal – 40%	80 points
Phase 1 Total	200 points
Phase 2 – Presentation and References (If Selected)	
Oral Presentation	60 points
Reference Checks	40 points
Phase 2 Total	<u>100 points</u>

3. DEMONSTRATIONS

After bids are received and written evaluations are completed, the top-scoring Bidders from Phase 1 will move on to Phase 2 of the evaluation process. Phase 2 will include the participation in the demonstration as well as reference checks. Bidders that move on to Phase 2 will be scored solely on Phase 2. OSPI will contact the top-scoring Bidders to schedule a date, time, and location. Commitments made by the Bidder at the demonstration, if any, will be considered binding. The bidder shall assume responsibility for any costs associated with travel.

Bidders during Phase 2 must have **Attachment D – OCS Design Review Checklist** complete and readily available.

The results of Phase 2, Demonstration and References will determine the Apparent Successful Bidder (ASB).

4. SELECTION OF APPARENT SUCCESSFUL BIDDER

The Consultant submitting the Bid most advantageous to the State will be declared the Apparent Successful Bidder (ASB). The date of announcement of the ASB will be the date the email is sent. The State will enter into contract negotiations with the ASB. The ASB must also demonstrate its ability to comply with the State's Security and Design Review as referenced in **Section B-20** of this document. Should contract negotiations fail to be completed within four (4) 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.

5. NOTIFICATION TO BIDDERS

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

6. DEBRIEFING OF UNSUCCESSFUL BIDDERS

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

Discussion will be limited to a critique of the requesting 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 30 minutes.

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

7. PROTEST PROCEDURE

This protest procedure is available to Bidders who submitted a response to this RFP document and who have participated in a debriefing conference. Upon completion of the debriefing

conference, the Bidder is allowed five (5) business days to file a protest of the procurement with the RFP Coordinator. Protests must be submitted by 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.

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

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

- A matter of bias, discrimination or conflict of interest on the part of the evaluator/evaluation team;
- Errors in computing the score; and/or
- Non-compliance with procedures described in the procurement document or OSPI policy.

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

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

In the event a protest may affect the interest of another 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 RFP Coordinator.

The decision made by OSPI is final. 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.

Section E. RFP EXHIBITS

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

Attachment A Background and Analysis
Attachment B System and Business Requirements
Attachment C 2019-2020 Form Packages
Attachment D OCS Design Review Checklist
Attachment E Cost Proposal Template

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) days following receipt, and it may be accepted by OSPI without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the ninety (90) day period.
4. In preparing this proposal, Bidder has not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. Bidder understands that OSPI will not reimburse Bidder for any costs incurred in the preparation of this proposal. All proposals become the property of OSPI, and Bidder claims no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor.
7. Bidder agrees that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, Bidder has described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. Bidder grants OSPI the right to contact references and others, who may have pertinent information regarding the Bidder's prior experience and ability to perform the services contemplated in this procurement.
10. Bidder acknowledges that if awarded a contract with OSPI, Bidder is required to comply with all applicable state and federal civil rights and other laws. Failure to comply may result in Contract termination. Bidder agrees to submit additional information about its nondiscrimination policies, at any time, if requested by OSPI.

11. Bidder certifies that Bidder has not, within the three-year period immediately preceding the date of release of this competitive solicitation, been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment to have willfully violated state minimum wage laws (RCW 49.38.082; Chapters 49.46 RCW, 49.48 RCW, or 49.52 RCW).
12. Bidder has not been debarred or otherwise restricted from participating in any public contracts.
13. Bidder certifies that Bidder has not willfully violated Washington State's wage payment laws within the last three years.
14. Bidder acknowledges its obligation to notify OSPI of any changes in the certifications and assurances above.

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

Signature of Bidder	Date	Place Signed (City, State)
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Print Name	Title	Organization Name
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EXHIBIT B
SAMPLE CONTRACT

Contract No. _____

between

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

(hereinafter referred to as Superintendent)
Old Capitol Building, P.O. Box 47200
Olympia, WA 98504-7200

and

[CONTRACTOR NAME]

(hereinafter referred to as Contractor)

[Contractor Address]

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

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

I. DUTIES OF THE CONTRACTOR

The general objective(s) of this contract is/are as follows for the terms and conditions under which Contactor agrees to license to OPSI certain hosted software and provide all other services necessary for productive use of such software including, but not limited to, implementation, configuration, integration, data migration, training, maintenance and backup and recovery as further set forth:

- A. [A brief description of the agreed upon services will be included here.]
- B. In order to accomplish the general objective(s) of this contract, Contractor shall perform the following specific duties to the satisfaction of the Superintendent's designee, [OSPI Contract Manager]:

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

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

[Deliverables may be listed here.]

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

II. CONDITIONS OF COMMENCEMENT OF PERFORMANCE AND SCHEDULE OF PERFORMANCE

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

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

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

III. DUTIES OF THE SUPERINTENDENT

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

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

- Implementation Fee. Contractor's compensation shall be contingent upon the satisfactory completion of the deliverables and milestones and OSPI's written acceptance as set forth in [redacted]. The Contractor will not receive five percent (5%) of the Implementation Fees from OSPI until sixty (60) days after the final written acceptance by OSPI's Implementation.
- Annual Subscription Fees. Following the final written acceptance by OSPI of Services' implementation as set forth in [redacted] and on anniversary dates thereafter, OSPI will pay Annual Subscription Fees as set forth [redacted].
- Economic Adjustment. Pricing for years 0–5 is set forth in [redacted], after this time Contractor may request in writing a price adjustment at least ninety (90) days prior to the first day of the next Renewal Term. The prices set forth in [redacted] may be (a) increased no more than two percent (2%) on annualized basis where OSPI has not increased the number of Authorized Users by ten percent (10%) or greater during the then-current year; or (b) decreased by no less than two percent (2%) on an annualized basis where OSPI has increased the number of Authorized Users by ten percent (10%) or greater during the then-current year.
- Travel and per diem expenses for [#] person(s) in the amounts and for the purposes otherwise established for state employees at the time of incurrence by the rules and regulatory policies of the Office of Financial Management (OFM) not to exceed \$ [redacted]. Contractor's "official duty station" (i.e., the origin of reimbursable travel and/or per diem) shall be [official duty station].

and/or

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

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

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

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

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

[Schedule of payments may be included here.] *or*

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

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

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

IV. RENEWAL (OPTIONAL CLAUSE)

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

V. CONTRACT MANAGEMENT

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

Contractor	Superintendent
[Contract Manager's Name]	[Contract Manager's Name]
[Contract Manager's Title]	[Contract Manager's Title]

[Contract Manager's Address]	Old Capitol Building, P.O. Box 47200 Olympia, WA 98504-7200
Phone: () -	Phone: () -
Fax: () -	Fax: () -
Email: [Contract Manager's Email Address]	Email: [Contract Manager's Email Address]

VI. INCORPORATION OF ATTACHMENTS AND ORDER OF PRECEDENCE

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

- Applicable Federal and state of Washington statutes and regulations
- Special Terms and Conditions as contained in this basic contract instrument
- Attachment A – Contract for Services, General Terms and Conditions
- Attachment A1 – General Provisions
- Attachment B – Request for Proposals with any formal RFP amendments that change scope of work, etc.
- Attachment C – Contractor’s Proposal
- Any other provision, term or material incorporated herein by reference or otherwise incorporated.

VII. APPROVAL

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

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

[Contractor Name]

Superintendent of Public Instruction
State of Washington

Signature Title

Kyla L. Moore, Contracts Administrator

Print Name Date

Date

Who certifies that he/she is the Contractor identified herein, OR a person duly qualified and authorized to bind the Contractor so identified to the foregoing Agreement.

Approved as to FORM ONLY
by the Assistant Attorney General

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

EXHIBIT C GENERAL PROVISIONS

- 1.1. Authorized Users. Subject to the terms of this Contract, Contractor grants OSPI a renewable, irrevocable, nonexclusive, royalty-free, worldwide right for OSPI and its employees, contractors, agents, or any other individuals or entities authorized by OSPI (each an “Authorized User”) to access and use the Services.
- 1.2. Changes in Number of Authorized Users. OSPI agrees to license an initial number of Authorized Users as described in [REDACTED]. OSPI is entitled to increase or decrease the number of Authorized Users on an as-requested basis. Should OSPI elect to change the number of Authorized Users, the Parties shall adjust the prospective Services fees accordingly.
- 1.3. Location of Services. The Services shall be provided solely from within the continental United State and on computing and data storage devices residing therein.
- 1.4. Changes in Functionality. During the term of the Contract, Contractor shall not reduce or eliminate functionality in the Services. Where Contractor has reduced or eliminated functionality in the Services, OSPI, at OSPI’s sole election and in OSPI’s sole determination, shall: (a) have, in addition to any other rights and remedies under this Contract or at law, the right to immediately terminate this Contract and be entitled to a return of any prepaid fees; or, (b) determine the value of the reduced or eliminated functionality and Contractor will immediately adjust the Services fees accordingly on a prospective basis. If improved features or versions (e.g., patches, bug fixes, updates or releases) are made available to other Services users at no additional cost, Contractor also shall make such improved features or versions available to OSPI at no additional cost and with the same rights, obligations and limitations as for the Services.
- 1.5. Documentation. Contractor shall provide the documentation for the Services (“Documentation”) that accurately and completely describes the functions and features of the Services, including all subsequent revisions thereto. The Documentation shall be understandable by a typical end user and shall provide Authorized Users with sufficient instructions such that an Authorized User can become self-reliant with respect to access and use of the Services. OSPI shall have the right to make any number of additional copies of the Documentation at no additional charge.
- 1.6. No Effect of Click-Through Terms and Conditions. Where an Authorized User is required to “click through” or otherwise accept or made subject to any online terms and conditions in using the Services, such terms and conditions are not binding and shall have no force or effect as to the Services or this Contract.
- 1.7. Development and Test Environments. In addition to production use of the Services, OSPI is entitled to one development and one test environment for use by Authorized Users at no additional charge. Such non-production environment shall have the same data storage and processing capacities as the production environment. Contractor shall cooperate with OSPI’s requests in managing the non-production environment such as refreshing OSPI Data upon request.
- 1.8. Data Ownership. OSPI data (“Data”) shall include: (a) OSPI’s data collected, used, processed, stored, or generate as the result of the use of the Services; and, (b)

personally identifiable information (“PII”) collected, used, processed, stored, or generated as the result of the use of the Services, including without limitation, any information that identifies an individual, such as an individual’s social security number or other government issued identification number, date of birth, address, telephone number, biometric data, mother’s maiden name, email address, credit card information, or an individual’s name in combination with any other of the elements listed herein. Data is and shall remain the sole and exclusive property of OSPI and all right, title, and interest in the same is reserved by OSPI. Data Backup. As part of the Services, Contractor is responsible for maintaining a backup of Data and for an orderly and timely recovery of such Data in the event that the Services may be interrupted. Contractor shall maintain a contemporaneous backup of Data that can be recovered within two (2) hours at any point in time. Additionally, Contractor shall store a backup of Data in an off-site “hardened” facility no less than daily, maintaining the security of Data, the security requirements of which are further described herein.

- 1.9. Extraction of Data. Contractor shall, within one (1) business day of OSPI’s request, provide OSPI, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of the Data in the format specified by OSPI.
- 1.10. Return of Data. For ninety (90) days prior to the expiration date of this Contract, or upon notice of termination of this Contract, Contractor, without charges and without any conditions or contingencies, shall assist OSPI in extracting and/or transitioning all Data in the format specified by OSPI (“Transition Period”). During the Transition Period, Services and Data access shall continue to be made available to OSPI without alteration. After all Data is returned to OSPI, Contractor shall within ninety (90) days delete all Data from all Contractor’s systems in compliance with procedures established by the National Institute of Standards and Technology (NIST). This also will include the removal of backup data from tapes or other media if the retention period is too long for aging to occur naturally. Within the same time period, Contractor shall certify to OSPI that Contractor has destroyed all OSPI’s Data disclosed to it under this Contract.
- 1.11. Transition Services. Contractor will provide to OSPI and/or to the contractor selected by OSPI (“Successor Contractor”) assistance reasonably requested by OSPI to effect the orderly transition of the Services following the termination of this Contract (“Transition Services”). The Transition Services may include: (a) developing a plan for the orderly transition of the terminated Services; (b) if required, transferring the Data to Successor Contractor; (c) using commercially reasonable efforts to assist OSPI in acquiring any necessary rights to legally and physically access and use an third-party technologies and documentation then being used by Contractor in connection with the Services. Notwithstanding the foregoing, should OSPI terminate this Contract due to Contractor’s material breach, OSPI may elect to use the Services for a period of no greater than six (6) months from the date of termination at a reduced rate of twenty (20%) percent off of the then current Services fees.
- 1.12. Audit Rights of Contractor. Contractor shall have no right to conduct an on premise audit of OSPI’ compliance with the use of the Services. No more than once annually, Contractor shall have the right to request from OSPI its certification of compliance with the permitted number of Authorized Users. Where the number of users exceeds the permitted number of Authorized Users, OSPI, at OSPI’ sole election shall, within thirty (30) business days: (a) reduce the actual number of users so as to be in

compliance with the permitted number of Authorized Users in which case no additional Services Fees shall be due to Contractor; or, (b) acquire the appropriate number of Authorized Users at the rate specified in the [REDACTED] so as to be in compliance with the permitted number of Authorized Users.

- 1.13. Discovery. Contractor shall promptly notify OSPI upon receipt of any requests which in any way might reasonably require access to OSPI' Data. Contractor shall notify OSPI by the fastest means available and also in writing. Contractor shall provide such notification within forty-eight (48) hours after Contractor receives the request. Contractor shall not respond to subpoenas, service of process, Public Records Act requests, and other legal requests directed at Contractor regarding this Contract without first notifying OSPI unless prohibited by law from providing such notification.
- 1.14. Advertising & Endorsement. Contractor represents and warrants that it shall make no reference to OSPI or the State of Washington in any promotional material without the prior written consent of OSPI.
- 1.15. Accessibility. Contractor represents and warrants it shall exercise commercially reasonable efforts to comply with the Office of Chief Information Officer (OCIO) Standard 188.10 – Minimum Accessibility Standard located at <https://ocio.wa.gov/policy/minimum-accessibility-standard>. Contractor shall regularly review its systems and at the commencement of this Contract, and annually thereafter, certify to OSPI that Contractor's Services meet OCIO Standard 188.10.

Additionally, all content created under this Contract shall be compliant with the Americans With Disabilities Act and follow the Web Content Accessibility Guidelines (WCAG) 2.0. In the event that the materials are not compliant, the Superintendent may require Contractor to promptly make modifications that will make the materials Accessibility compliant. Additionally, OSPI shall have the right to modify or copy the materials in order to make them accessible.

- 1.16. Services Warranties. Contractor represents and warrants that:
 - (a) The Services will conform in all material respects to the specifications, functions, descriptions, standards, and requirements set forth in this Contract, [REDACTED] and [REDACTED], and Contractor's Documentation.
 - (b) Contractor is in the business of providing the Services and it has the expertise to perform the Services in a competent, and professional manner and in accordance with the highest professional standards.
 - (c) Contractor knows the particular purpose for which the Services are required by OSPI and the Services are fit for the ordinary purposes for which they will be used.
 - (d) Contractor is a lawful licensee or owner of the Services and has all the necessary rights in the Services to grant the use of the Services to OSPI. The Services and any other work performed by Contractor hereunder shall not infringe upon any United States or foreign copyright, patent, trade secret, or other proprietary right, or misappropriate any trade secret of any third-party, and that it has neither assigned nor otherwise entered into an agreement by which it purports to assign or transfer any right, title, or interest to any technology or intellectual property right that would conflict with its obligations under this Contract.

- (e) There is no outstanding litigation, arbitrated matter or other dispute to which Contractor is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Contract.
- (f) Contractor shall disclose any third-party (which shall, for purposes of this Contract, be deemed a subcontractor) whose intellectual property is incorporated into the Services or who is necessary for the performance of the Services and it shall maintain in-force written agreements with such third-party, if any, for the term of the Contract.
- (g) Contractor will use its best efforts to ensure that no computer viruses, malware, or similar items (collectively, a "Virus") are introduced into OSPI' computing and network environment by the Services, and that, where it transfers a Virus to OSPI through the Services, it shall reimburse OSPI for the actual costs incurred by OSPI to remove or recover from the Virus.

2. Security.

- 2.1. Security Compliance. Contractor is responsible for establishing information security program and maintaining physical, technical, administrative, and organizational safeguards, that comply with: (a) applicable industry standards and guidelines; (b) American Institute of Certified Public Accountants (AICPA) System and Organization Controls (SOC) 2; and (c) Washington State Office of Chief Information Officer (OCIO) Policy 141.10 – Securing Information Technology Assets Standards located at <https://ocio.wa.gov/policy/securing-information-technology-assets-standards>.
- 2.2. Annual Security Certifications. Contractor will, at the commencement of this Contract and annually thereafter provide OSPI the following reports and certifications: (a) AICPA Statement of Standards for Attestation Engagement (SSAE) No. 18 System and Organization Controls (SOC) 1 Type II fiscal year cycle audit report; (b) AICPA SOC-2 Type II audit report; and (c) attestation that Contractor's Services are in compliance with OCIO Security Policy 141.10 – Securing Information Technology Assets Standards. OSPI may accept, at its sole discretion, alternative reports, audits or reporting formats which OSPI determines to be equivalent or better to the reports and certifications described herein.
- 2.3. Data Breach. Contractor must have an incident response process that follows National Institute of Standards and Technology (NIST) standards and includes breach detection, breach notification and breach response. Upon discovery or reasonable belief of any access, destruction, loss, theft, use or disclosure of OSPI' Data by an unauthorized party ("Data Breach"), Contractor shall notify OSPI by the fastest means available and also in writing. Contractor shall provide such notification within forty-eight (48) hours after Contractor reasonably believes there has been such a Data Breach. Contractor's notification shall identify:
 - (a) The nature of the Data Breach;
 - (b) The Data accessed, used or disclosed;
 - (c) The person(s) who accessed, used, disclosed and/or received Data (if known);
 - (d) What Contractor has done or will do to quarantine and mitigate the Data Breach; and

- (e) What corrective action Contractor has taken or will take to prevent future Data Breaches.

Contractor shall quarantine the Data Breach, ensure secure access to Data, and restore Services as needed to comply with terms and conditions of this Contract. Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with OSPI.

In the event of the Data Breach, Contractor agrees to comply with all applicable state and federal statutory provisions, including but not limited to Revised Code of Washington (RCW) 19.255.010 and RCW 42.56.590. Where notifications are required to the public or regulators, Contractor shall coordinate and cooperate with OSPI in the development of a communication plan, and promptly and at no cost, provide advance copies of any notifications for OSPI review before disseminating. If a Data Breach occurs and is found to be the result of Contractor's acts, omissions or negligence, Contractor shall assume complete responsibility for notification of affected parties, and be liable for all associated costs incurred by OSPI in responding to or recovering from the Data Breach.

- 2.4. Technical Examination and Audit. Upon advance written request, Contractor agrees that OSPI or its designated representative shall have reasonable access to Services purchased by OSPI under this contract, its operational documentation, records and databases, including online inspections. The online inspection shall allow OSPI, its authorized agents, or a mutually acceptable third party hired by OSPI, to test that controls are in place and working as intended. Tests may include, but not be limited to, the following:
 - (a) Operating system/network vulnerability scans;
 - (b) Web application vulnerability scans;
 - (c) Database application vulnerability scans; and
 - (d) Any other scans to be performed by OSPI or representatives on behalf of OSPI.

Contractor shall allow OSPI reasonable access to Services security logs, latency statistics, and other related Services security data that affect this Contract and OSPI' Data, at no cost to OSPI. After any significant Data loss, specific to data stored within the Services platform, or as a result of any disaster or catastrophic failure, Contractor will at its expense have an independent, industry-recognized third party perform an information security audit. This does not apply to data loss resulting from interruptions in the Services stemming from OSPI' computers, network hardware, internet connectivity, or other elements owned or controlled by OSPI that are reasonably required to use Services. The audit results shall be shared with OSPI within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor will provide OSPI with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Contract.

3. Quality Assurance.

- 3.1. Failure to Meet Service Level Standards. In the event Contractor does not meet the expected standard of performance for Services measurement ("Service Level Standard"), Contractor shall: (a) owe to OSPI any applicable portion of the Services fees, in the form of liquidated damages, and not as a penalty, that is due to OSPI as

a result of a Service Level Standard not being achieved (“Performance Credit”); and (b) use its best efforts to ensure that any unmet Service Level Standard is subsequently met and impact and duration of any outage, interruption, or degradation of Services are minimized.

3.2. Availability Service Level Standard. Services shall be available Monday through Friday 6:00 AM to 6:00 PM Pacific Time, with maintenance occurring outside these hours. Data center should be classified as Tier-2 or higher.

- (a) If Services’ monthly availability averages less than 99.741% for the above time period (excluding agreed-upon maintenance downtime), OSPI shall be entitled to apply Performance Credit equivalent to ten percent (10%) of Services fees (as calculated on a quarterly basis for the reporting quarter) for each one (1) percent under 99.741% availability average.
- (b) If Services monthly availability averages less than 99.741% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, OSPI may terminate the Contract for material breach subject to Section 14 – Suspension & Termination; Remedies.

3.3. Technical Support Service Level Standard.

[This section represents the desired response and resolution times, but it will be finalized with the Contractor before the contract execution.]

- (a) Technical Support. Contractor will provide to OSPI telephone and email support (“Technical Support”) from 6:00 AM to 6:00 PM PST Monday through Friday. Authorized Users will make Technical Support requests by calling, emailing Contractor’s Technical Support staff or by submitting a request via Contractor’s customer services web portal. The Technical Support staff shall assign to the request the Problem Severity Level indicated by the requestor. Contractor must respond to a Technical Support request made by an Authorized User within the indicated Request Response Time and must resolve a Technical Support request made by an Authorized User within the indicated Request Resolution Time.
 - Problem Severity Level 1: (a) Services, as a whole, are non-functional or are not accessible; (b) unauthorized exposure or corruption of all or part of OSPI’ Data.
 - Request Response Time: 30 minutes.
 - Request Resolution Time: 2 hours.
 - Problem Severity Level 2: significant and/or ongoing interruption of an Authorized User’s use of a critical function (as determined by the Authorized User).
 - Request Response Time: 1 hour.
 - Request Resolution Time: 4 hours.
 - Problem Severity Level 3: (a) minor and/or limited interruption of an Authorized User’s use of non-critical function (as determined by the Authorized User) of the Service; or (b) problems which are not included in Problem Severity Level 1 or 2.
 - Request Response Time: 8 hours.
 - Request Resolution Time: 24 hours.

- Problem Severity Level 4: (a) general questions pertaining to the Service; or (b) problems which are not included in Problem Severity Level 1, 2 or 3.
 - Request Response Time: 8 hours.
 - Request Resolution Time: 48 hours.
- (b) If a Problem Severity Level 1 or 2 request cannot be corrected to the reasonable satisfaction of the requestor within the Request Resolution Time after the requestor makes the initial request for Technical Support, Contractor will: (a) immediately escalate the request to Contractor's management; (b) take and continue to take the actions which will most expeditiously resolve the request; (c) provide a hourly report to the requestor of the steps taken and to be taken to resolve the request, the progress to correct, and the estimated time of correction until the request is resolved; and (d) provide increasing levels of technical expertise and Contractor management involvement in finding a solution to the request until it has been resolved. If percentage of requests that meet the Request Resolution Time Service Level Standard is less than 99.0% of total number of requests, OSPI shall be entitled to apply Performance Credit equivalent to five percent (5%) of Services fees (as calculated on a quarterly basis for the reporting quarter) for each full one (1) percent under 99.0% standard.
- (c) If a Problem Severity Level 3 or 4 request cannot be corrected to the reasonable satisfaction of the requestor within the Request Resolution Time after the requestor makes the initial request for Technical Support, at the sole election of the requestor: (a) Contractor will work continuously to resolve the request; or (b) requestor and Contractor will mutually agree upon a schedule within which to resolve the request. If percentage of requests that meet the Request Resolution Time Service Level Standard is less than 99.0% of total number of requests, OSPI shall be entitled to apply Performance Credit equivalent to one percent (1%) of Services fees (as calculated on a quarterly basis for the reporting quarter) for each full one (1) percent under 99.0% standard.

3.4. Service Level Standards Reporting and Audit. On a quarterly basis, in arrears and no later than the fifteenth (15th) calendar day of the subsequent month following the reporting quarter, Contractor shall provide reports to OSPI describing the performance of the Services and of the Contractor as compared to the Service Level Standards as set forth herein. The reports shall be in a form agreed-to by OSPI, and contain no less than the following information: (a) actual performance compared to the Service Level Standards; (b) time, severity level, description, response and resolution time for each incident logged during the quarter; (c) the cause or basis for not meeting the Service Level Standard; (d) specific remedial actions Contractor has undertaken or will undertake to ensure that the Service Level Standard will be achieved; and (e) any Performance Credit due to OSPI. Where Contractor fails to provide a report for a service level in the applicable timeframe, the Service Level shall be deemed to be completely failed for the purposes of calculating Performance Credits. OSPI or its agent shall have the right to audit Contractor's books, records, and measurement and auditing tools to verify Services Level standards achievement and to determine correct payment of any service credit.

- 3.5. Maintenance. Contractor shall provide bug fixes, corrections, modifications, enhancements, upgrades and new releases to the Services to ensure: (a) the functionality of the Services available to Authorized Users is in accordance with this Contract, the Documentation and [REDACTED] and [REDACTED]; and (b) the Services comply with the most current industry, security and accessibility standards.
- (a) Required Notice of Maintenance. Unless as otherwise agreed to by OSPI on a case-by-case basis, Contractor shall provide no less than thirty (30) calendar days' prior written notice to OSPI of all non-emergency maintenance to be performed on the Services, such written notice shall include a detailed description of maintenance to be performed and impact of the maintenance to OSPI. For emergency maintenance, Contractor shall provide as much prior notice to OSPI as commercially practicable and shall provide a detailed description of all maintenance performed and impact to OSPI no greater than one (1) calendar day following the implementation of emergency maintenance.
 - (b) Acceptance of Non-Emergency Maintenance. Unless as otherwise agreed to by OSPI on a case-by-case basis, for non-emergency maintenance, OSPI shall have a ten (10) business day period to test any maintenance changes prior to Contractor introducing such maintenance changes into production (the "Maintenance Acceptance Period"). In the event that OSPI rejects, for good cause, any maintenance changes during the Maintenance Acceptance Period, Contractor shall not introduce such rejected maintenance changes into production.
- 3.6. Disaster Recovery. In the event of disaster or catastrophic failure that results in significant Data loss or extended loss of access to Data, Contractor shall notify OSPI by the fastest means available and also in writing. Contractor shall provide such notification within twenty-four (24) hours after Contractor reasonably believes there has been such a disaster or catastrophic failure. In the notification, Contractor shall inform OSPI of:
- (a) The scale and quantity of the Data loss;
 - (b) What Contractor has done or will do to recover the Data and mitigate any deleterious effect of the Data loss; and
 - (c) What corrective action Contractor has taken or will take to prevent future Data loss.

Contractor shall restore continuity of Services to meet the 24 hours Recovery Point Objective (RPO) and 72 hours Recovery Time Objective (RTO). At the commencement of the Contract, Contractor shall provide a copy of its disaster recovery plan and obtain OSPI' written approval of the disaster recovery plan. Contractor shall annually demonstrate the completion of disaster recovery testing and present a summary of test findings and any resulting remedial actions.

- 3.7. Patent and Copyright Indemnity. Contractor shall defend, indemnify, and hold harmless OSPI and its employees and agents from and against any and all third party claims, demands, judgments, damages, penalties, costs, liabilities or losses including without limitation, sums paid in settlement of claims, reasonable attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Contractor or its successors, agents, and subcontractors under this Contract, for infringement or violation of any United States or foreign patent,

copyright, trade secret, trademark or other proprietary right by Services provided hereunder; Provided, however, that Contractor shall have no liability to OSPI under any provision of this clause with respect to any claim of proprietary right infringement which is based upon:

- (a) Modification of Services by OSPI or a third party under the direction of OSPI without the prior knowledge and written approval of Contractor; or
- (b) Use by OSPI after notice by Contractor to discontinue use of all or a portion of Services.

If such claim has occurred, or in Contractor's opinion is likely to occur, OSPI agrees to permit Contractor, at its option and expense either to obtain for OSPI the right to continue using the Services or to replace or modify the same so that they become non-infringing and functionally equivalent. If use of the Services is enjoined by a court and Contractor determines that none of these alternatives is commercially reasonable, Contractor may terminate or suspend the Contract subject to the termination clause in Attachment A - General Terms and Conditions.

OSPI will promptly notify the Contractor of any such claim in writing. OSPI will reasonably cooperate with Contractor in defending the claim. The indemnifying party shall not enter into any settlement that imposes liability or obligations on the indemnified party without obtaining the indemnified party's prior written consent of the settlement.

EXHIBIT D GENERAL TERMS AND CONDITIONS

Standard Insurance – *Standard Insurance requires Workers Compensation Coverage only. The Department of Labor and Industries administers the industrial insurance program, which provides medical coverage for workers who sustain on-the-job injuries. The contractor is required to comply with the requirements of Title 51 RCW regarding industrial insurance coverage prior to performing any contract work.*

Additional Insurance – *Public Liability Insurance protects your Contractor from claims for bodily injury, personal injury, death or property damages occurring or arising out of services provided under your contract. It also covers such claims as may be caused by an act, omission or negligence by the Contractor or its officers, agents or representatives. You need to determine what exactly the Contractor will be doing and what is the liability to the Agency. Will they be driving their own vehicle as a part of their duties? What is the dollar amount of the contract? Large contracts usually possess extra risks. What potential risk exposures are there?*

EXHIBIT E
CONTRACTOR INTAKE FORM

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

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

EXHIBIT F 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 (Including Attachment B, System and Business Requirements)
<input type="checkbox"/>	Management Proposal
<input type="checkbox"/>	References
<input type="checkbox"/>	Cost Proposal (Attachment E, Cost Proposal Template, can be used)
<input type="checkbox"/>	Certifications and Assurances
<input type="checkbox"/>	Contractor Intake Form (See Exhibit D)
<input type="checkbox"/>	Washington State Business License, if applicable (see Contractor Intake Form)
<input type="checkbox"/>	Small Business Self-Certification, if applicable (see Contractor Intake Form)