

Request for Proposals No. 2022-23

Food Distribution Management System

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

PROJECT TITLE: Food Distribution Management System (FDMS)

PROPOSAL DUE DATE: 3:00 p.m., Pacific Time (PT) on June 03, 2022

ESTIMATED CONTRACT PERIOD: August 1, 2022- June 30, 2027. 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 who satisfy the minimum qualifications stated herein and that are available for work in Washington State.

SUBMIT PROPOSAL TO:

Proposal Delivered by Email:
contracts@k12.wa.us

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](#) and at the Department of Enterprise Services, [Washington Electronic Business Solution \(WEBS\) Procurement website](#). All RFP amendments and/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 automatic 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; 962-95; 962-40

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



Washington Office of Superintendent of
PUBLIC INSTRUCTION

Table of Contents

Section A. INTRODUCTION	5
A.1. DEFINITIONS	5
A.2. PURPOSE OF REQUEST FOR PROPOSALS	8
A.3. BACKGROUND	8
A.4. OBJECTIVE AND SCOPE OF WORK	9
A.5. BIDDER QUALIFICATIONS	12
A.6. PERIOD OF PERFORMANCE	13
A.7. FUNDING	13
A.8. AMERICANS WITH DISABILITIES ACT	14
Section B. GENERAL INFORMATION FOR BIDDERS	15
B.1. RFP COORDINATOR	15
B.2. QUESTIONS & ANSWERS	15
B.3. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES	15
B.4. PRE-BID CONFERENCE	16
B.5. COMPLAINT PROCEDURE	16
B.6. SUBMISSION OF PROPOSALS	17
B.7. PROPRIETARY INFORMATION/PUBLIC DISCLOSURE	17
B.8. ADDENDUMS AND AMENDMENTS TO THE RFP	18
B.9. SMALL BUSINESS, MINORITY & WOMEN’S BUSINESS ENTERPRISES (MWBE), AND VETERAN-OWNED BUSINESS PARTICIPATION	18
B.10. ETHICS, POLICIES, & LAW	19
B.11. ACCEPTANCE PERIOD	19
B.12. RESPONSIVENESS	19
B.13. MOST FAVORABLE TERMS	20
B.14. CONTRACT AND GENERAL TERMS & CONDITIONS	20
B.15. COSTS TO PROPOSE	21
B.16. NO OBLIGATION TO CONTRACT	21
B.17. REJECTION OF PROPOSALS	21

B.18. COMMITMENT OF FUNDS	21
B.19. STATEWIDE VENDOR PAYMENT REGISTRATION	21
B.20. INSURANCE COVERAGE	21
B.21. SECURITY AND DESIGN REVIEW	22
Section C. PROPOSAL CONTENTS	23
C.1. PROPOSAL OVERVIEW	23
C.2. LETTER OF SUBMITTAL	23
C.3. TECHNICAL PROPOSAL	23
C.4. MANAGEMENT PROPOSAL	27
C.5. COST PROPOSAL	28
Section D. EVALUATION AND AWARD	31
D.1. EVALUATION PROCEDURE	31
D.2. EVALUATION AND SCORING	31
D.3. REFERENCE CHECKS	32
D.4. ORAL PRESENTATIONS	32
D.5. SELECTION OF APPARENT SUCCESSFUL BIDDER	32
D.6. NOTIFICATION TO BIDDERS	32
D.7. DEBRIEFING OF UNSUCCESSFUL BIDDERS	33
D.9. PROTEST PROCEDURE	33
Section E. RFP EXHIBITS	35
EXHIBIT A	36
EXHIBIT B	38
EXHIBIT C	40
EXHIBIT D	41
EXHIBIT E	72
EXHIBIT F	62
EXHIBIT G	72
EXHIBIT H	73
EXHIBIT I	76
EXHIBIT J	77

Section A. INTRODUCTION

A.1. DEFINITIONS

Definitions for the purposes of this RFP include:

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

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.

Child Nutrition Programs (CNS) – The U.S. Department of Agriculture programs; National School Lunch Program, School Breakfast Program, Seamless Summer Option, Summer Food Service Program, Child and Adult Care Food Program, Special Milk Program, and the Fresh Fruit and Vegetable Program.

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.

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.

Food Distribution Program – The U.S. Department of Agriculture food program that provides U.S. commodity food items to Child Nutrition Program Sponsors as an entitlement program.

LEA – Local Education Agency. LEAs are generally known as public school districts and private schools.

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.

WBSCM – Web Based Supply Chain Management (WBSCM) system- an integrated, internet-based commodity acquisition, distribution, and tracking systems, Applications and Products. Operated by USDA.

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

A.2. PURPOSE OF REQUEST FOR PROPOSALS

The 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 Food Distribution Management 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 OSPI Staff the ability to manage food orders for program sponsors, track warehouse inventory, and invoice for processing and delivery fees. The preference is to have the system hosted by the Vendor however OSPI can provide hosting if necessary. Any OSPI hosted system must comply with existing architecture which consists of current Microsoft servers, IIS, and Microsoft SQL.

A.3. BACKGROUND

Led by Superintendent Chris Reykdal, OSPI is the primary agency charged with overseeing public K–12 education in Washington state. Working with the state's two hundred ninety-five (295) public school districts, six (6) state-tribal education compact schools, and public charter schools, OSPI allocates funding and provides tools, resources, and technical assistance so every student in Washington is provided a high-quality public education.

A. 3.1 Project Background

OSPI Child Nutrition Services administers eight U.S. Department of Agriculture programs which are operated by public school districts, charter schools, tribal compact schools and select private schools, and some community-based organizations in the state of Washington. The key programs operated include the National School Lunch Program, School Breakfast Program, the Child and Adult Care Food Program and the Summer Food Service Program.

The USDA Food Distribution Program also known as the USDA Foods in Schools program supports nutrition programs and the American agricultural producers through purchases of 100% American-grown and produced foods for use by schools and institutions participating in the programs. These foods help schools create appealing, nutritious, and cost-effective menu options. In Washington state annually, thirty-two million (\$32,000,000) entitlement dollars of USDA foods are utilized by program operators representing seven hundred thousand (700,000) cases of food in physical warehouses and tracking of three million pounds (3,000,000) of foods with selected processors.

The Food Distribution Program management system provides a means for OSPI Child Nutrition Services and program operators to manage USDA Foods orders, processor and warehouse inventory, deliveries, costs and invoicing.

A.3.2 Current System Background

The current food distribution management system is a COTS system used by fifteen (15) OSPI and Child Nutrition Services staff and eleven hundred (1,100) unique system users from participating schools and institutions. A high-level description of annual processes conducted in the current system follow. These processes include OSPI CNS staff, program operators (sponsors), USDA and selected processors, and contracted warehouses.

- Each year, program operators enroll in the USDA Foods program identifying contact information and delivery locations.
- OSPI CNS staff initiate a product pre-order survey to identify types and quantities of food needed for the coming program year.
- Based on the pre-order survey and each program operator's allocation, food is ordered from USDA and selected processors. Food is stored in four (4) contracted warehouses.
- Program operators order food monthly.
- Deliveries are scheduled and food is delivered monthly from the warehouses to each participating program operator delivery location.
- Invoices are generated for processing and shipping costs.
- Program operators remit payment to OSPI.
- Annually, a value of commodities shipped statement is mailed to program operator.

The current system was purchased and implemented in the early 2000's. The Food Distribution Program requirements have changed resulting in changes to internal processes creating an outdated system. It is no longer possible to complete all workflows within the existing system. Other CNS IT systems for program management contain useful artifacts and data that could be utilized by a new system. A sample includes:

- Application contact information and potential delivery address are housed in separate Child Nutrition Services IT System.
- Calculation of entitlement dollars uses information in a separate Child Nutrition Services IT System.
- Receipt of flat files for receiving and ordering records requiring manual manipulation for inventory records.

Please review Attachment A - FDMS Background and Analysis which contains a more extensive overview of the current system, existing pain points and potential desired workflows.

Our vision is a modern system with solutions to create efficiencies in workflows, integrate artifacts and data from existing systems, and reduce duplication of efforts.

A.4. OBJECTIVE AND SCOPE OF WORK

The objective of the RFP is to acquire and/or modify an application(s) that meets OSPI's Food Distribution Management System Requirements. OSPI will acquire a current system or modifiable system currently used in a production environment that can fulfill the requirements described in Attachment B – FMDS Consolidated Requirements. The agency is looking for technology platforms used to provide Food Distribution Management functionality with a current marketplace system so that OSPI can become more efficient in management and delivery of food products to our sponsors.

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

A. Objective:

1. Acquire a Food Distribution System
 - a. Provide implementation and configuration of a hosted system that provides the ability to manage food orders for program sponsors, track warehouse inventory, invoice for processing and delivery fees, and meeting federal reporting requirements for the U.S Department of Agriculture food programs administered by OSPI. The following business objectives are to be achieved:
 - Improved financial management of federal entitlement dollars ensuring 100% of entitlement dollars are spent by program operators.
 - Improved pricing strategies and inventory management.
 - Improved internal controls to reconcile and monitor inventory, 100% of inventory is accounted for.
 - Improved sponsor experience and management of FDP entitlement dollars via an intuitive and connected system reducing duplication of efforts
2. Connect to OSPI Washington Integrated Nutrition System (WINS)
 - a. Provide data integration services that will receive sponsor information from the OSPI hosted system WINS to facilitate a seamless interconnect for automated processes by having up-to-date sponsor related information within the Food Distribution Management System.
3. Migration of current system data
 - a. Provide data migration services of the current system food product catalog for use in building pre-order surveys, managing product and price information for approximately one hundred fifty (150) products.
 - b. Provide data migration services from the current systems sponsor profile information for approximately three hundred sixty (360) sponsors.
 - c. Provide data migration services from the current systems previous year's final year end invoice information for approximately three hundred sixty (360) sponsors.

This will allow for a seamless transition to a modern Food Distribution Management system with an accurate history of data.

B. Scope of Work (Deliverables):

1. 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 - FDMS Consolidated Requirements. The system infrastructure shall be secured to OCIO security policy 141.10.

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, discovered, elaborated on, documented and final design/configuration specifications will be communicated in an approved design/configuration document(s) which 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). The configured system shall be approved by OSPI internal project team for acceptance of this deliverable.
- d. **Data Migration** - The contracted vendor will be expected to provide expertise, tools and processes to migrate the current food products catalog of approximately one hundred fifty (150) items, approximately three hundred sixty (360) sponsor profiles and previous year invoice data from the existing Food Distribution Management System. The data migration shall be approved by OSPI internal project team for acceptance of this deliverable.
- e. **System Go-Live** - The contracted vendor will be expected to support the Food Distribution System transitioning from a Configured System to a live production system for all users to use the system for the functionality

described in Deliverable B listed above. Completion of this deliverable will be completed through Contract Manager acceptance.

- f. **User Access** – The contracted vendor will be expected to provide system access for up to fifteen (15) internal users including system administrators, program staff, program supervisors and business analyst and contracted warehouse staff. The system should also allow access for eleven hundred (1,100) external users from WA State public schools and other entities.
- g. **System Interoperability** - The system must permit data accessibility and enhanced system interoperability to easily share data with OSPI hosted system WINS. The system operability shall be approved by OSPI internal project team for acceptance of this deliverable.
- h. **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.
- i. **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.
- j. **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.

All written documents required under the resulting Contract shall be produced in format, compliant with the Americans with Disabilities Act and follow the [Web Content Accessibility Guidelines \(WCAG\) 2.0](#), OSPI's formatting standard specified in Exhibit J – OSPI Americans with Disabilities Act Compliance: Graphics and Colors, and [OSPI's Style Guide](#).

A.5. BIDDER QUALIFICATIONS

Minimum Qualifications:

- Licensed to do business in the State of Washington. If not licensed, provide a written intent to become licensed in Washington within thirty (30) calendar days of being selected as the Apparent Successful Bidder.
- Experience in the implementation and configuration of other Inventory and Order Management 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.

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

Desirable Qualifications:

- Experience in food ordering and distribution management systems with inventory control component.
- Knowledge of U.S. Department of Agriculture (USDA) Child Nutrition Programs including USDA Food Distribution Program.
- Knowledge of Washington State financial systems.

A.6. PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about July 1, 2022 and end on or about June 30, 2027. The option to extend any contract resulting from this procurement shall be at the sole discretion of OSPI.

As such, OSPI reserves the right to amend to extend the contract for one (1) additional contract year through 2028. Decision to amend shall be based on sustained satisfactory performance as decided by the Contract Manager, successful completion of project objectives, and availability of funding. If OSPI provides a renewal 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 OSPI and Contractor shall negotiate any revision of additional services or goals beyond those encompassed in the previous Contract.

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.

A.7. FUNDING

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

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

A.8. 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

B.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:

Contact Information	
Name:	Kimberly Ames
Address:	600 Washington Street SE PO Box 47200 Olympia, WA 98504-7200
Email Address:	contracts@k12.wa.us

B.2. QUESTIONS & ANSWERS

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

B.3. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Item	Action	Date
1.	OSPI issues RFP	May 3, 2022
2.	Question and Answer period	May 3, 2022 – May 19, 2022
3.	OSPI hosts Pre-bid Conference	May 16, 2022
4.	Last date for questions regarding RFP	May 19, 2022
6.	Complaints due	May 27, 2022
7.	OSPI posts final Question and Answer Addendum or Amendment (if necessary)	May 24, 2022
8.	Proposals due	June 3, 2022
9.	OSPI conducts evaluation of written proposals	June 6-15, 2022
10.	OSPI conducts oral interviews with finalists (if determined necessary by OSPI)	June 21, 2022
11.	OSPI announces "Apparent Successful Bidder" and sends notification to unsuccessful Bidder(s)	July 1, 2022

Item	Action	Date
12.	OSPI conducts debriefing conferences (if requested)	As requested, per debriefing instructions
13.	Contract negotiation begins	July 1, 2022
14.	Anticipated Contract start date	August 1, 2022

OSPI reserves the right to revise the above schedule.

B.4. PRE-BID CONFERENCE

A pre-bid conference is scheduled to be held on May 16, 2022 at 2:00PM PT. The pre-bid conference will be held virtually: [RFP Pre-Bid Conference Zoom Link](#)

The Zoom meeting is scheduled for 5/16 @ 2pm

Meeting ID: 863 5830 1799

Passcode: 391876

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 will be published on the [OSPI website](#) and released on WEBS under the commodity code(s) listed on the cover page of this RFP.

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

B.5. COMPLAINT PROCEDURE

The complaint process is available to Consultants interested in this RFP. The complaint process allows Consultants to focus on the Solicitation requirements and evaluation process and raise issues with these processes early enough in the process to allow 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 as an amendment to WEBS prior to the proposal due date. Any complaint addressed during the complaint process cannot be raised during the protest process.

B.6. SUBMISSION OF PROPOSALS

Consultants shall submit proposals as an attachment to an email to the RFP Coordinator noted in Section B.1. **Proposals must arrive by 3:00 p.m. PT on June 03, 2022.** The RFP number must be noted in the email subject line. Attachments to the email shall be Microsoft Word format or in Portable Document Format (PDF). Zipped files may be received by OSPI and can be used for submission of proposals. 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.

B.7. PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

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

B.8.i. CONFIDENTIAL DOCUMENTS

For the purposes of this RFP, do not include confidential or proprietary information unless specifically requested by 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.8.ii. PUBLIC RECORDS REQUESTS

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

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

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

B.8. ADDENDUMS AND AMENDMENTS TO THE RFP

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

B.9. SMALL BUSINESS, MINORITY & WOMEN'S BUSINESS ENTERPRISES (MWBE), AND VETERAN-OWNED BUSINESS PARTICIPATION

In accordance with the legislative findings and policies set forth in chapter [39.19 RCW](#), the State of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct

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

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

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

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

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

B.10. ETHICS, POLICIES, & LAW

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

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

B.11. ACCEPTANCE PERIOD

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

B.12. RESPONSIVENESS

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative and minimum requirements and instructions specified in this RFP. 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.

B.13. 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.

B.14. CONTRACT AND GENERAL TERMS & CONDITIONS

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

Should contract negotiations fail to be completed within two (2) weeks after initiation, the Agency may immediately cease contract negotiations, declare the Bidder with the second highest score as the new Apparent Successful Bidder, and enter into contract negotiations with

that Vendor. This process will continue until the Contracts are signed or no qualified Bidders remain.

B.15. COSTS TO PROPOSE

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

B.16. NO OBLIGATION TO CONTRACT

This RFP does not obligate the State of Washington 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.

B.17. 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.

B.18. 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.

B.19. STATEWIDE VENDOR PAYMENT REGISTRATION

Consultants awarded contracts as a result of this RFP will be required to register as a Statewide Vendor (SWV). The SWV file is a central vendor file maintained by the Office of Financial Management for use by Washington State agencies in processing vendor payments. This allows vendors to receive payments from all participating state agencies by direct deposit, the State's preferred method of payment. All OSPI Contractors are required to register as a Statewide Vendor; however, participation in direct deposit is optional. For online registration, visit the [Office of Financial Management website](#).

B.20. INSURANCE COVERAGE

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

B.21 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 C - 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

C.1. PROPOSAL OVERVIEW

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

1. Letter of Submittal including signed certifications, as applicable
 - a. Certifications and Assurances
 - b. Contractor Intake Form
2. Technical Proposal
3. Management Proposal
4. Cost Proposal (Attachment D)

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

C.2. LETTER OF SUBMITTAL

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

C.3. TECHNICAL PROPOSAL

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

- C.3.i. Project Approach/Methodology** – Include a complete description of the Consultant’s proposed approach and methodology for the project. This section should convey Consultant’s understanding of the proposed project.
- C.3.ii. Work Plan** – Include all project requirements and the proposed tasks, services, activities, etc., necessary to accomplish the scope of the project defined in this RFP. This section of the Technical Proposal must contain sufficient detail to convey to members of the evaluation team the Consultant’s knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of OSPI staff. The

Consultant may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.

You must address the Vendor's ability to meet all requirements identified below.

System and Business Requirements – Describe how the system's functionality meets requirements.

1. Using Attachment B - FDMS Consolidated Requirements, identify all requirements as:
 - Completely satisfied
 - Can be met with minimal configuration
 - Will require customization to be met
 - Requirement not met
2. Please include explanation for any High Priority requirements that cannot be met or will require customization to be met.
3. Cost Proposals should reflect any necessary customization and explanation. If customization occurs, explain how the vendor maintains and supports variations of their software product.

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](#).

1. 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.

2. 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.
3. 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.
4. 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.
5. 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.

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.

1. 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.
2. OSPI Program Staff (15 users)

Onsite training for internal users including contracted warehouse staff

3. External Users (1000-1200 users)
Training for School Districts, warehouse and other entities that use the system.
4. User Manuals/Training Materials
Describe or provide example documentation for user manuals, training plan, knowledge base, training videos and/or other training materials.
OSPI Reserves the right to exclude or include training in the final contract.

System and User Documentation – Describe the system’s documentation attributes:

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

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

C.3.iv. Deliverables – Fully describe deliverables to be submitted under the proposed contract. Make sure to address the deliverables that are found in the scope of work Attachment B – FMDS Consolidated Requirements

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

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

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

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

C.3.vii. Risks

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

C.4. MANAGEMENT PROPOSAL

C.4.i. Project Management

Project 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. The management proposal should include how your proposal will meet the deliverables in Section 4 Object and Scope of Work. This will provide OSPI insights into the bidder's understanding of the proposed project. as to whether the Bidder understands the proposed project.

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

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

C.4.ii. Experience of the Consultant

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

Related Contracts – Include a list of contracts the Consultant has had during the last five (5) years that relate to the Consultant's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, phone numbers, and email addresses.

C.4.iii. References

List names, addresses, telephone numbers, and fax numbers/email addresses of three (3) business references for whom work has been accomplished and briefly describe the type of service provided for them. By submitting a proposal in response to this RFP, the Consultant and team members grant permission to 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.

C.4.iv. Past Performance

Provide information regarding past performance by indicating if the Consultant has received notification of contract breach in the past five (5) years. This does not lead to automatic disqualification. However, OSPI reserves the right to disqualify Consultant proposals based on the Consultant's historical performance, as outlined above in Section B. General Information for Consultants, 11. Responsiveness.

C.4.v. Examples/Samples of Related Projects/Previous Work

Provide at least one (1) of example or sample of previous work/deliverables for related projects.

C.5. COST PROPOSAL

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

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

C.5.i. Identification of Costs

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

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.

C.5.ii. Travel Costs

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

C.5.iii. Subcontractor Costs

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

C.5.iv. Indirect Costs

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

Entity	State Contracts	Federal 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 AWARD

D.1. EVALUATION PROCEDURE

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

D.2. EVALUATION 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/Demonstration Presentation	70 points
Reference Checks	30 points
Phase 2 Total	100 points

D.3. REFERENCE CHECKS

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

D.4. ORAL/DEMONSTRATION PRESENTATIONS

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 participation in the oral interview and/or presentation or 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 C – OCS Design Review Checklist complete and readily available.

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

The scores from the written evaluation, the oral/Demonstration presentation and the reference checks combined together will determine the Apparent Successful Bidder.

D.5. SELECTION OF APPARENT SUCCESSFUL BIDDER

OSPI reserves the right to award the contract to the Bidder whose proposal is deemed to be in the best interest of and most advantageous to OSPI and the state of Washington. The selected bidder will be declared the Apparent Successful Bidder (ASB).

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

D.6. NOTIFICATION TO BIDDERS

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

D.7. DEBRIEFING OF UNSUCCESSFUL BIDDERS

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

Discussion will be limited to a critique of the requesting Bidder's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one (1) hour.

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

Please note, because the debrief process must occur before making an award, 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.

D.8. PROTEST PROCEDURE

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

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

The protest must state:

1. The RFP number.
2. The grounds for the protest including specific facts and complete statements of the action(s) being protested. The protesting party may submit with the protest any documents or information deemed relevant.
3. A description of the relief or corrective action being requested should also be included.

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

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

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

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

The final determination of the protest shall either:

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

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

Section E. RFP EXHIBITS

- Exhibit A** Certifications and Assurances
- Exhibit B** COVID-19 Vaccination Certification
- Exhibit C** Qualification Affirmations
- Exhibit D** Sample Contract
- Exhibit E** General Terms and Conditions
- Exhibit F** General Provisions
- Exhibit G** Insurance
- Exhibit H** Federal Grant Terms and Conditions
- Exhibit I** OSPI Americans with Disabilities Act Compliance: Graphics and Colors
- Exhibit J** Contractor Intake Form
- Exhibit K** Proposal Checklist

- Attachment A** FDMS Background and Analysis
- Attachment B** System and Business Requirements
- Attachment C** OCS Design Review Checklist
- Attachment D** 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) business 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) business-day period.
4. In preparing this proposal, Bidder has not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. Bidder understands that 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.

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Print Name	Title	Organization Name
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EXHIBIT B

COVID-19 VACCINATION CERTIFICATION

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

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

COVID-19 CONTRACTOR VACCINATION PROCLAMATION COMPLIANCE. Contractor:

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

OR

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

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

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

Contractor: _____
Name of firm/bidder

By: _____
Signature of authorized person Printed name of person signing

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

Date: _____

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

EXHIBIT C QUALIFICATION AFFIRMATIONS

CONSULTANT INFORMATION	
Bidder:	

MINIMUM QUALIFICATIONS
<p><i>Please check all boxes that apply.</i></p> <p><input type="checkbox"/> Licensed to do business in the State of Washington. If not licensed, provide a written intent to become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Contractor.</p> <p><input type="checkbox"/> Experience in the implementation and configuration of other Inventory and Order Management or comparable systems.</p> <p><input type="checkbox"/> The ability to support the application once in production.</p> <p><input type="checkbox"/> No pending litigation or debarments from federal or state agencies.</p> <p><input type="checkbox"/> Financially solvent and able to operate for the next (5) years without a hindrance to the project or system operations.</p>

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

ADDITIONAL DESIRED QUALIFICATIONS
<p><i>Please check all boxes that apply.</i></p> <p><input type="checkbox"/> Experience in food ordering and distribution management systems with inventory control component.</p> <p><input type="checkbox"/> Knowledge of U.S. Department of Agriculture (USDA) Child Nutrition Programs including USDA Food Distribution Program.</p> <p><input type="checkbox"/> Knowledge of Washington State financial systems.</p>

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

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

Contract No. _____

between

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

(hereinafter referred to as Superintendent)
600 Washington St. SE, P.O. Box 47200
Olympia, WA 98504-7200

and

>CONTRACTOR<

(hereinafter referred to as Contractor)

>ADDRESS<

>Federal Identification #<

>Unified Business Identifier #<

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

I. DUTIES OF THE CONTRACTOR

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

>A BRIEF DESCRIPTION OF THE AGREED UPON SERVICES WILL BE INCLUDED HERE<

B. In order to accomplish the general objective(s) of this Contract, Contractor shall perform the following specific duties, and those outlined in the Superintendent's Request for Proposals No. ____, and Contractor's Proposal, to the satisfaction of the Contract Manager:

>SCOPE OF WORK<

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

>DELIVERABLES<

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 **>START DATE<**.

Superintendent has the right to renew this Contract in whole or in part for the year(s) [renewal year(s)] by giving notice 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.

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 \$\$\$. 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 OPSI's written acceptance as set forth in . 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 and on anniversary dates thereafter, OSPI will pay Annual Subscription Fees as set forth .
- **Economic Adjustment.** Pricing for years 0–5 is set forth in , 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 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 \$\$\$.
- Contractor's "official duty station" (i.e., the origin of reimbursable travel and/or per diem) shall be [official duty station].
- Expenses incurred for the following specified purposes not to exceed a total of \$\$\$.
- Contractor must submit receipts or other documentation.

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

Funds for the payment of this Contract are provided by private dollars.

Funds for the payment of this Contract are provided by state dollars.

Funds for the payment of this Contract are provided by federal program(s) >program title<, CFDA #(s)/Award #, therefore, Contractor shall comply with Federal Grant Terms and Conditions, attached hereto as Attachment A1.

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. CONTRACT MANAGEMENT

The following shall be the contact person for all communications and billings regarding the performance of this contract. Any changes to this information shall be communicated to the other party in writing as soon as reasonably possible.

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, PO Box 47200 Olympia, WA 98504-7200
Phone: () -	Phone: () -
Email: [Contract Manager's Email Address]	Email: [Contract Manager's Email Address]

V. INCORPORATION OF ATTACHMENTS AND ORDER OF PRECEDENCE

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

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

VI. APPROVAL

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

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

CONTRACTOR

Superintendent of Public Instruction
State of Washington

Signature

OSPI Contracts Administrator

Print Name

Date

Date

Who certifies that he/she is a contractor identified herein as 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

SAMPLE
DO NOT Sign

EXHIBIT E
Contract for Services
GENERAL TERMS AND CONDITIONS

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

8. Budget Revisions. Any monetary amount budgeted by the terms of this Contract for various activities and line item objects of expenditure may be revised without prior written approval of Superintendent, so long as the revision is no more than ten percent (10%) of the original line item amount and the increase in an amount is offset by a decrease in one or more other amounts equal to or greater than the increase. All other budget revisions exceeding ten percent (10%) shall only be made with the prior written approval of the Superintendent.

9. Certification Regarding Debarment, Suspension, and Ineligibility. The Contractor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, or voluntarily excluded from participation in transactions by any federal department or agency. The Contractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, proposed for debarment, or voluntarily excluded from participation in covered transactions by any federal department or agency. "Covered transactions" include procurement contracts for goods that are expected to equal or exceed twenty-five thousand dollars (\$25,000). Contractor may do so by obtaining a certification statement from the potential subcontractor or subrecipient or by checking online at the System for Award Management (SAM), Excluded Parties List. The Contractor shall immediately notify the Superintendent if, during the term of this contract, Contractor becomes debarred. The Superintendent may immediately terminate this Contract by providing Contractor written notice if Contractor becomes debarred during the term of this Contract.

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

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

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

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

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

13. Confidentiality. The Contractor acknowledges that all of the data, material and information which originates from this Contract, and any student assessment data, material and information which will come into its possession in connection with performance under this Contract, consists of confidential data owned by the Superintendent or confidential personally identifiable data subject to the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) or other privacy laws, and that the data must be secured and protected from unauthorized disclosure by the Contractor. The Contractor is wholly responsible for compliance with FERPA requirements.

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

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

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

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

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

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

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

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

15. Covenant Against Contingent Fees. The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Contractor for the purpose of securing business. The Superintendent shall have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fees.

16. COVID-19 Contractor Vaccination Verification Plan. Contractor represents and warrants that Contractor has a current COVID-19 Contractor Vaccination Verification Plan to ensure that Contractor's personnel (including subcontractors) who perform this Contract on-site at the Superintendent's premises, unless properly excepted or exempted by the Proclamation, are fully vaccinated for COVID-19 as of October 18, 2021, as set forth in the Governor's Proclamation, [Proclamation 21-14 – COVID-19 Vaccination Requirement](#) (dated August 9, 2021) as amended by [Proclamation 21-14.1 – COVID-19 Vaccination Requirement](#) (dated August 20, 2021) and by [Proclamation 21-14.2 – COVID-19 Vaccination Requirement](#) (dated September 27, 2021). Contractor further represents and warrants that Contractor:

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

The Superintendent retains the right to inquire into compliance with the verification requirements at any time, to include requesting a copy of the verification plan, spot-checking with such personnel and reviewing Contractor's vaccination verification records.

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

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

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

19. Electronic signature. Any signature page delivered via fax machine or electronic image scan, receipt acknowledged in each case, shall be binding to the same extent as an original, wet ink signature page. Any Party who delivers such a signature page agrees to later deliver an original counterpart to any Party which requests it.

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

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

Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to the Superintendent's employees.

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

23. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the Superintendent and all officials, agents, and employees of the Superintendent, from and against all claims for injuries or death arising out of or resulting from the performance of this Contract. "Claim" as used in this Contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Additionally, "claims" shall include but not be limited to, assertions that the use or transfer of any software, book,

document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or in unlawful restraint of competition. Contractor's obligation to indemnify, defend and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the Superintendent for any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines out of or incident to Contractor's or subcontractor's performance or failure to perform the Contract. Contractor's obligation to indemnify, defend, or hold harmless the Superintendent shall not be eliminated or reduced by any actual or alleged concurrent negligence by Superintendent or its agents, employees, or officials.

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

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

25. Insurance.

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

- 1) Full participation in any required governmental occupational injury and/or disease insurance program, to the extent participation in such a program is mandatory in any jurisdiction;
- 2) Purchase worker's compensation and occupational disease insurance benefits to employees in full compliance with all applicable laws, statutes, and regulations, but

only to the extent such coverage is not provided under mandatory governmental program in "a" above, and/or;

- 3) Maintenance of a legally permitted and governmentally approved program of self-insurance for worker's compensation and occupational disease.

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

If the Contractor, or any subcontractor retained by the Contractor, fails to effect and maintain a program of compliance with applicable worker's compensation and occupational disease laws, statutes, and regulations and the Superintendent incurs fines or is required by law to provide benefits to such employees, to obtain coverage for such employees, the Contractor will indemnify the Superintendent for such fines, payment of benefits to Contractor or subcontractor employees or their heirs or legal representatives, and/or the cost of effecting coverage on behalf of such employees. Any amount owed the Superintendent by the Contractor pursuant to the indemnity may be deducted from any payments owed by the Superintendent to the Contractor for the performance of this Contract.

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

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

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

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

- d. **Public Liability Insurance/General Liability.** The Contractor shall at all times during the term of this Contract, at its cost and expense, carry and maintain general public liability insurance, including contractual liability, against claims for bodily injury, personal

injury, death, or property damage occurring or arising out of services provided under this Contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased from time to time as deemed necessary by the Superintendent, with the approval of the Contractor (which shall not be unreasonably withheld), shall not be less than as follows:

Each Occurrence	\$1,000,000
General Aggregate Limits (other than products-completed operations)	\$2,000,000
Products-Completed Operations Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 50,000
Medical Expense Limit (any one person)	\$ 5,000

- e. **Additional Insured.** The State of Washington, Office of Superintendent of Public Instruction, shall be specifically named as an additional insured on all policies except for liability insurance on privately-owned vehicles, and all policies shall be primary to any other valid and collectible insurance. The Superintendent may waive this requirement at its discretion. Policies and certificates of insurance shall include the contract reference number.

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

- g. **General Insurance Requirements.** Contractor shall, at all times during the term of the Contract and at its cost and expense, buy and maintain insurance of the types and amounts listed above. Failure to buy and maintain the required insurance may result in the termination of the Contract at the Superintendent's option. By requiring insurance herein, Superintendent does not represent that coverage and limits will be adequate to protect Contractor and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the Superintendent in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

35. Right of Inspection. The Contractor shall provide right of access to its facilities to the Superintendent or any of its officers at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract on behalf of the

Superintendent. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Contractor's business or work hereunder.

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

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

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

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

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

40. Technology Security Requirements. The security requirements in this document reflect the applicable [requirements of Standard 141.10 of the Office of the Chief Information Officer \(OCIO\)](#) for the state of Washington, which by this reference are incorporated into this agreement.

The Contractor acknowledges it is required to comply with WaTech OCIO IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets. OCIO IT Security Standard 141.10, Securing Information Technology Assets, applies to all Superintendent 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 may be required. These activities will be managed and coordinated between Superintendent 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 the Superintendent's Information Technology Services.

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

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

43. Termination Due to Funding Limitations or Contract Renegotiation, Suspension. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion of this Contract, with the notice specified below and without liability for damages:

- a. At Superintendent's discretion, the Superintendent may give written notice of intent to renegotiate the Contract under the revised funding conditions.
- b. At Superintendent's discretion, the Superintendent may give written notice to Contractor to suspend performance when Superintendent determines there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed.
 - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When Superintendent determines that the funding insufficiency is resolved, it will give the Contractor written notice to resume performance, and Contractor shall resume performance.
 - (3) Upon the receipt of notice under b. (2), if Contractor is unable to resume performance of this Contract or if the Contractor's proposed resumption date is not acceptable to Superintendent and an acceptable date cannot be negotiated, Superintendent may terminate the Contract by giving written notice to the Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. Superintendent shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.
- c. Superintendent may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. Superintendent shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to Superintendent in the event the termination option in this section is exercised.
- d. For purposes of this section, "written notice" may include email.

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT F

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's 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 Contact, 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 G

INSURANCE

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 H

FEDERAL GRANT TERMS AND CONDITIONS

Termination for cause and for convenience clause included with the manner by which it will be affected and the basis for settlement (For contracts in excess of \$10,000 only) [2 CFR 200 Appendix II/7 CFR 3019.48]

Equal Employment Opportunity (in excess of \$10,000)? [Appendix II to 2 CFR 200/7 CFR 3019.48]

Contract Work Hours/Safety Standards Act 40 U.S.C. 3701-3708 (for contracts in excess of \$2,500)

Davis Bacon Act (for construction contracts in excess of \$2,000) [Appendix II to 2 CFR 200/7 CFR 3019.48]

Rights to Inventions Made Under a Contract or Agreement (if applicable) [Appendix II to 2 CFR 200/7 CFR 3019.48]

Debarment and Suspension [Executive Orders 12549 and 12689] (2 CFR Part 200.213 and Appendix II to 2 CFR Part 200 (I) (All contracts))

Byrd Anti-Lobbying Amendment [31 U.S.C. 1352] [Appendix II to 2 CFR Part 200 (j)] (for contracts worth \$100,000 or more)

PROHIBITION OF TEXT MESSAGING AND EMAILING WHILE DRIVING DURING OFFICIAL FEDERAL GRANT BUSINESS

Federal grant recipients, sub recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving.

Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009.

MEMORANDUM to ED GRANTEES REGARDING THE USE OF GRANT FUNDS FOR CONFERENCES AND MEETINGS

You are receiving this memorandum to remind you that grantees must take into account the following factors when considering the use of grant funds for conferences and meetings:

- Before deciding to use grant funds to attend or host a meeting or conference, a grantee should:
 - Ensure that attending or hosting a conference or meeting is consistent with its approved application and is reasonable and necessary to achieve the goals and objectives of the grant;
 - Ensure that the primary purpose of the meeting or conference is to disseminate technical information, (e.g., provide information on specific programmatic requirements, best practices in a particular field, or theoretical, empirical, or methodological advances made in a particular field; conduct training or professional development; plan/coordinate the work being done under the grant); and
 - Consider whether there are more effective or efficient alternatives that can accomplish the desired results at a lower cost, for example, using webinars or video conferencing.
- Grantees must follow all applicable statutory and regulatory requirements in determining whether costs are reasonable and necessary, especially the Cost Principles for Federal grants set out at 2 CFR Part 200 Subpart E of the, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." In particular, remember that:
 - Federal grant funds cannot be used to pay for alcoholic beverages; and
 - Federal grant funds cannot be used to pay for entertainment, which includes costs for amusement, diversion, and social activities.
- Grant funds may be used to pay for the costs of attending a conference. Specifically, Federal grant funds may be used to pay for conference fees and travel expenses (transportation, per diem, and lodging) of grantee employees, consultants, or experts to attend a conference or meeting if those expenses are reasonable and necessary to achieve the purposes of the grant.
 - When planning to use grant funds for attending a meeting or conference, grantees should consider how many people should attend the meeting or conference on their behalf. The number of attendees should be reasonable and necessary to accomplish the goals and objectives of the grant.
- A grantee hosting a meeting or conference may not use grant funds to pay for food for conference attendees unless doing so is necessary to accomplish legitimate meeting or conference business.
 - A working lunch is an example of a cost for food that might be allowable under a Federal grant if attendance at the lunch is needed to ensure the full participation by conference attendees in essential discussions and speeches concerning the purpose of the conference and to achieve the goals and objectives of the project.
- A meeting or conference hosted by a grantee and charged to a Department grant must not be promoted as a U.S. Department of Education conference. This means that the seal of the U.S. Department of Education must not be used on conference materials or signage without Department approval.

- All meeting or conference materials paid for with grant funds must include appropriate disclaimers, such as the following:
The contents of this (insert type of publication; e.g., book, report, film) were developed under a grant from the Department of Education. However, those contents do not necessarily represent the policy of the Department of Education, and you should not assume endorsement by the Federal Government.
- Grantees are strongly encouraged to contact their project officer with any questions or concerns about whether using grant funds for a meeting or conference is allowable prior to committing grant funds for such purposes.
 - A short conversation could help avoid a costly and embarrassing mistake.

Grantees are responsible for the proper use of their grant awards and may have to repay funds to the Department if they violate the rules on the use of grant funds, including the rules for meeting and conference-related expenses.

EXHIBIT I

OSPI Americans with Disabilities Act (ADA) Compliance: Graphics & Colors

Because of their disability, many people with low vision do not see webpages the same as others. Some see only small portions of a computer display at one time. Others cannot see text or images that are too small. Still others can only see website content if it appears in specific colors.

For these reasons, many people with low vision use specific color and font settings when they access the Internet – settings that are often very different from those most people use.

For example, many people with low vision need to use high contrast settings, such as bold white or yellow letters on a black background. Others need just the opposite – bold black text on a white or yellow background. And, many must use softer, more subtle color combinations.

Tips for Graphic Creation that is Accessible

- Provide good contrast. Be especially careful with light shades of gray, orange, and yellow.
- Use True Text whenever possible. You can see True Text (TT) next to the font selection in most programs.
- Avoid all caps. All caps can be difficult to read and can be read incorrectly by screen readers.
- Use adequate font size. Font size can vary based on font chosen, but 10 point is usually the minimum.
- Make sure links are recognizable. Differentiate links in the body of the page with underline or bold. Links should clearly tell the user where the link will take them (no "click here" links).
- Don't convey content with color alone. Users

often can't distinguish or may override page colors.

Resources for Web Accessibility

- [Color code finder](#). Upload a photo to find the different color codes.
- [Color contrast checker](#). Enter color codes to find out which foreground and background combination is accessible.

Accessible Color Guidance

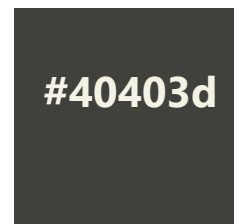
The colors below are OSPI's main brand colors and associated codes. They are displayed with text and background color in ADA compliance.

OSPI's cream and charcoal colors should be used in designs instead of white and black.

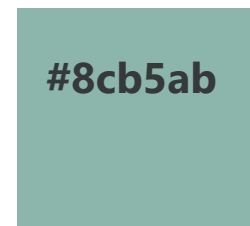
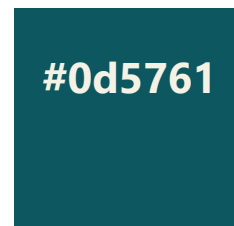
Cream color code: #f7f5eb

Charcoal color code: #40403d

Preferred



Optional



Washington Office of Superintendent of
PUBLIC INSTRUCTION

EXHIBIT J
CONTRACTOR INTAKE FORM

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

EXHIBIT K PROPOSAL CHECKLIST

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

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