

# Request for Proposals No. 2022-06

## Salmon in the Schools

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

**TITLE:** Salmon in the Schools

**PROPOSAL DUE DATE:** 3:00 p.m., Pacific Time (PT) on July 15, 2021

**ESTIMATED CONTRACT PERIOD:** August 25, 2021, through June 30, 2022. 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:** [contracts@k12.wa.us](mailto:contracts@k12.wa.us)

All communications concerning this RFP must be directed only to the RFP Coordinator via email. Any other communication will be considered unofficial and non-binding on 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: 120-38: Fish and Marine Life Incubators, Accessories and Related Equipment; 120-39: Fish Tanks, Holding and Transport; 924-16: Educational Course Development Services, Instructional/Training; 945-42: Fish and Marine Life Hatching and Processing Services

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



Washington Office of Superintendent of  
**PUBLIC INSTRUCTION**

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## Section A. INTRODUCTION

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### A.1. DEFINITIONS

Definitions for the purposes of this RFP include:

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

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

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

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

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

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

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

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

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

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

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

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

**Protest** – A process that may be followed by a Bidder after the announcement of the Apparent Successful Bidder to alert 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.

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

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

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

**WEBS** – Washington’s Electronic Business Solution, the Consultant notification system found at [Washington Electronic Business Solution \(WEBS\) Procurement website](#) and maintained by the Washington State Department of 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 developing a project to provide a program to educate teachers and students about the life cycle of salmon including securing salmon eggs, offering learning opportunities aligned to the [Washington State Science Learning Standards](#) as the fry develop, and assisting when students release their fry into local creeks and lakes.

## 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 the state's 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.

In 2021, through Engrossed Substitute Senate Bill 5092, Section 501(23), the Washington State Legislature appropriated state funds for OSPI to contract with an organization that works with educators to secure salmon eggs, offer learning opportunities as the fry develop, and assist when students release their fry into local creeks and lakes. This organization must provide for new programs in elementary schools that are eligible for high-poverty allocations from the learning assistance program (see Exhibit F).

## A.4. OBJECTIVE AND SCOPE OF WORK

**A. Objective:** The Office of Superintendent of Public Instruction (OSPI) is initiating this Request for Proposals (RFP) to solicit proposals from organizations to work with educators in currently unserved high-poverty elementary schools to secure salmon eggs, offer learning opportunities aligned to the [Washington State Science Learning Standards](#) as the fry develop, and assist when students release their fry into local creeks and lakes.

**B. Scope of Work: Project Salmon in the Schools** will:

- a. Develop a plan to deliver a Salmon in the Schools program to currently unserved elementary schools designated as high-poverty in the learning assistance program (LAP). This designation includes public elementary schools and state-tribal education compact schools.
  - i. Describe how your organization works with educators to secure salmon eggs, offer learning opportunities as the fry develop and assist when students release their fry into local creeks and lakes.
  - ii. Develop a plan to deliver in-school programming at multiple points of the school year to students in grades K-5 that are well-aligned to

- specific grade level [Washington State Science Learning Standards](#), naming the specific grades that will be served.
- iii. Develop a plan to install Salmon aquarium habitats in participating schools, including tank size specifications and support equipment needed.
  - iv. List the potential elementary schools and districts to be served through this contract to demonstrate organization possible scope of service (see Exhibit F).
  - v. Develop a plan to contact, communicate with, and coordinate with eligible elementary schools in Washington.
  - vi. Develop a plan to consult with key organizations such as the Washington Department of Fish and Wildlife, local hatcheries, and the Office of Native Education to determine best practices and resources for providing a Salmon in the Schools program.
  - vii. Demonstrate knowledge of and access to sustainable, and healthy salmon egg sources to support the program needs.
  - viii. Demonstrate knowledge of best practices for raising healthy fry.
  - ix. Develop a plan to assist and support educators and their students in releasing the fry into local creeks and lakes. Include a plan for determining appropriate waterways and obtaining the needed permits.
  - x. All learning activities, resources, and programming shall reflect [culturally responsive practices](#).
  - xi. All student materials and activities shall include formative assessment tasks and evaluation tools to assess student learning resulting from program implementation.
- b. Design, develop, and provide an implementation support plan for participating teachers.
- i. Every teacher shall be provided with supports, either virtual or face-to-face, needed to fully implement the Salmon in the Schools program with their students.
  - ii. Every teacher shall be provided with support in establishing and maintaining a healthy environment for their Salmon in the Schools aquarium habitat. This shall include a plan to ensure the habitats are and remain healthy for the fry and a mitigation plan if needed.
  - iii. Plans shall connect participating teachers with the [Since Time Immemorial](#) elementary curriculum to support integrating the salmon learning across Social Studies and English Language Arts.
  - iv. Engage with families and communities through coordinated activities with schools if applicable.
- c. Provide a program evaluation.
- i. Measure student and teacher gains through continuous grade level evaluation which measures the specific identified goals of the

project's activities. These measures can include surveys, interviews, formative assessment tasks, photo documentation of activities, etc. Each activity should include an evaluation (assessment) component designed with the activity's goals in mind.

- d. Develop a communications plan.
  - i. Implement a communications plan with the OSPI contract manager that is inclusive of items a – d.

## **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.
- Evidence via at least three (3) sample lessons, preferably at three (3) different grade levels, of demonstrated expertise in designing and implementing a version of a Salmon in the Schools program with elementary students that is highly aligned to the [Washington State Science Learning Standards](#).
- Experience providing the work described in Scope of Work a.i. with a minimum of five (5) years of progressive work within the Washington K-12 science education community providing elementary teachers and students with a Salmon in the Schools program.
- At least one (1) project staff member has a master's degree (or higher) in science, environmental education, STEM discipline, or a closely related field.

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 working directly with high-poverty K-5 students.
- Knowledge of best practices in three-dimensional teaching and learning as described by the [Next Generation Science Standards](#) (e.g., phenomenon-based learning, modeling, student-centered investigations and engineering, integration of the three dimensions etc.)

## **A.6. PERIOD OF PERFORMANCE**

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about August 25, 2021 and end on or about June 30, 2022. 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 5 additional contract years through, 2023, 2024, 2025, 2026, 2027. 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**

OSPI has received an amount not to exceed one million dollars (\$1,000,000) for this project. Five hundred thousand dollars (\$500,000) is allocated for fiscal Year 2021-2022 and five hundred thousand dollars (\$500,000) is allocated for fiscal Year 2022-2023.

OSPI will retain thirty-five thousand dollars (\$35,000) out of the allocated five-hundred thousand dollars (\$500,000) each fiscal year to administer this contract, leaving four hundred sixty-five thousand dollars (\$465,000) to the Contractor. Proposals in excess of this amount will be rejected as non-responsive and will not be evaluated.

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

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

## A.8. INDIRECT COSTS

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

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

## A.9. AMERICANS WITH DISABILITIES ACT

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

## Section B. GENERAL INFORMATION FOR BIDDERS

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

### B.2. QUESTIONS & ANSWERS

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

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

Item	Action	Date
1.	OSPI issues RFP	June 22, 2021
2.	Letter of Intent due	June 29, 2021
3.	Question and Answer period	June 22, 2021 to July 6, 2021
4.	Last date for questions regarding RFP	July 6, 2021
5.	Complaints due	July 8, 2021
6.	OSPI posts final Question and Answer Addendum or Amendment (if necessary)	July 12, 2021
7.	Proposals due	July 15, 2021
8.	OSPI conducts evaluation of written proposals	July 16-30, 2021
9.	OSPI conducts oral interviews with finalists (if determined necessary by OSPI)	August 2, 2021
10.	OSPI announces "Apparent Successful Bidder" and sends notification to unsuccessful Bidder(s)	August 4, 2021

Item	Action	Date
11.	OSPI conducts debriefing conferences (if requested)	As requested, per debriefing instructions
12.	Contract negotiation begins	August 4, 2021
13.	Anticipated contract start date	August 25, 2021

OSPI reserves the right to revise the above schedule.

#### **B.4. LETTER OF INTENT**

Consultants intending to submit a proposal are encouraged to notify the RFP Coordinator via Letter of Intent to propose no later than 5:00 PM PT on June 29, 2021. The letter must be submitted via email to the RFP Coordinator.

#### **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 in Olympia, WA, on July 15, 2021.*** 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 mini businesses.

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* (Exhibit F).

## **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.

## Section C. PROPOSAL CONTENTS

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### C.1. PROPOSAL OVERVIEW

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

1. Letter of Submittal including signed:
  - a. *Certifications and Assurances*
  - b. *Contractor Intake Form*
2. Technical Proposal
3. Management Proposal
4. Cost Proposal

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

### C.2. LETTER OF SUBMITTAL

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

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

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

### 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.

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

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

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

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

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

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

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

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

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

**Project Team Structure/Internal Controls** – Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of your firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this

staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management. Include who within the firm will have prime responsibility and final authority for the work.

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

**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, telephone numbers, and fax numbers/e-mail addresses.

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

List names, addresses, telephone numbers, and fax numbers/email addresses of three (3) business references for whom work has been accomplished and briefly describe the type of service provided for them. By submitting a proposal in response to this RFP, the Consultant and team members grant permission to 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.5. COST PROPOSAL

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

### C.5.i. Identification of Costs

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

### C.5.ii. Travel Costs

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

### C.5.iii. Subcontractor Costs

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

### C.5.iv. Indirect Costs

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

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

## Section D. EVALUATION AND AWARD

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### D.1. EVALUATION PROCEDURE

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

### D.2. EVALUATION WEIGHTING AND SCORING

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

Category	Maximum Points Possible
<b>Technical Proposal</b>	
<b>80 points</b>	
Project Approach/Methodology	25 points
Quality of Work Plan	25 points
Project Schedule	10 points
Project Deliverables	10 points
Risks	10 points
<b>Management Proposal</b>	
<b>75 points</b>	
Project Team Structure/Internal Controls	15 points
Staff Qualifications/Experience	20 points
Experience of the Consultant	40 points
<b>Cost Proposal</b>	
<b>75 points</b>	
<b>Subtotal</b>	<b>230 points</b>
Reference Checks (if determined necessary by OSPI)	Pass/Fail
Oral Presentation (if determined necessary by OSPI)	10 points
<b>GRAND TOTAL FOR PROPOSAL</b>	
<b>240 points</b>	

### 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 PRESENTATIONS**

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

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

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

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**

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**Exhibit A** Certifications and Assurances

**Exhibit B** Qualification Affirmations

**Exhibit C** Sample Contract

**Exhibit D** General Terms and Conditions

**Exhibit E** Schools Eligible for High Poverty Allocations from the LeArning Assistance Program

**Exhibit F** Contractor Intake Form

**Exhibit G** Proposal Checklist

## **EXHIBIT A**

### **CERTIFICATION AND ASSURANCES**

*Bidder must sign and include the full text of this Exhibit A with their proposal.*

Bidder makes the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. Bidder declares that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, Bidder may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of ninety (90) business days following receipt, and it may be accepted by 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.***

Signature of Bidder	Date	Place Signed (City, State)
Print Name	Title	Organization Name

## EXHIBIT B

### QUALIFICATION AFFIRMATIONS

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

CONSULTANT INFORMATION	
Name:	
Organization Name: (if applicable)	

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"/> 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.</p> <p><input type="checkbox"/> Evidence via at least three (3) sample lessons, preferably at three different grade levels, of demonstrated expertise in designing and implementing a version of a Salmon in the Schools program with elementary students that is highly aligned to the <a href="#">Washington State Science Learning Standards</a>.</p> <p><input type="checkbox"/> Minimum of five (5) years of progressive work within the Washington K-12 science education community providing elementary teachers and students with a version of a Salmon in the Schools program.</p> <p><input type="checkbox"/> At least one (1) project staff member has a master's degree (or higher) in science, environmental education, STEM discipline, or a closely related field.</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 working directly with high-poverty K-5 students.</p> <p><input type="checkbox"/> Knowledge of best practices in three-dimensional teaching and learning as described by the <a href="#">Next Generation Science Standards</a> (e.g., phenomenon-based learning, modeling, student-centered investigations and engineering, integration of the three dimensions etc...)</p>

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

_____ Signature of Bidder	_____ Date	_____ Place Signed (City, State)
_____ Print Name	_____ Title	_____ Organization Name

**EXHIBIT C**  
**SAMPLE CONTRACT**

Contract No. \_\_\_\_\_

between

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

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

and

**>CONTRACTOR<**

(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:

The Office of Superintendent of Public Instruction (OSPI) is entering into this contract with an organization to work with educators in currently unserved high-poverty elementary schools to secure salmon eggs, offer learning opportunities aligned to the [Washington State Science Learning Standards](#) as the fry develop, and assist when students release their fry into local creeks and lakes.

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. 2022-06, and Contractor's Proposal, to the satisfaction of the Superintendent's designee:

- a. Develop a plan to deliver a Salmon in the Schools program to currently unserved elementary schools designated as high-poverty.

- i. Develop and describe a plan to deliver programming at multiple points of the school year to students in grades K-5, including the specific grades that will be served.
  - ii. Develop and describe a plan to install Salmon aquarium habitats in participating schools, including tank size specifications.
  - iii. Develop and describe a plan to identify, contact, and coordinate with eligible elementary schools in Washington.
  - iv. List potential elementary schools and districts to be served through this contract to demonstrate organization scope of service.
  - v. Consult with Fish and Wildlife and local hatcheries to determine best practices and sources for providing a Salmon in the Schools program.
  - vi. Demonstrate knowledge of and access to sustainable salmon egg sources.
  - vii. Develop and describe a plan to provide multiple in-school learning opportunities as the fry develop aligned to each specified grade level's [Washington State Science Learning Standards](#).
  - viii. Assist educators and their students in releasing the fry into local creeks and lakes.
  - ix. All learning activities, resources, and programming must reflect [culturally responsive practices](#).
  - x. All student materials and activities will include formative assessment tasks and evaluation tools to assess student learning resulting from program implementation.
- b. Design, develop, and provide an implementation support plan for participating teachers.
  - i. Every teacher will be provided with supports, either virtual or face-to-face, needed to fully implement the Salmon in the Schools program with their students.
  - ii. Every teacher will be provided with support in establishing and maintaining a healthy environment for their Salmon in the Schools aquarium habitat.
  - iii. Engage with families and communities through coordinated activities with schools.
- c. Provide a program evaluation.
  - i. Measure student and teacher gains through continuous grade level evaluation which measures the specific identified goals of the project's activities. These measures can include surveys, interviews, formative assessment tasks, photo documentation of activities, etc. Each activity should include an evaluation (assessment) component designed with the activity's goals in mind.
- d. Develop a communications plan.
  - i. Implement a communications plan that is inclusive of the items a - d and OSPI staff.

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

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**<.

## **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:

- 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 \$465,000.

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.

Contractor	Superintendent
[Contract Manager's Name]	Kimberley Astle
[Contract Manager's Title]	Science Program Supervisor
[Contract Manager's Address]	Old Capitol Building, P.O. Box 47200 Olympia, WA 98504-7200
Phone: ( ) -	Phone: (360) 688-0159
Fax: ( ) -	Fax: ( ) -
Email: [Contract Manager's Email Address]	Email: Kimberley.astle@k12.wa.us

**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 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 the 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

Non-profit organization?  yes\*  no

\*If yes, under what IRS section? Please attach a copy.

## **EXHIBIT D**

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

As alternatives to the above Dispute Board process: (1) if the dispute is between two or more state agencies, any one of the agencies may request intervention by the Governor, as provided by 43.17.330 RCW, in which event the Governor's process shall control; and, (2) if

the dispute is between a non-state agency and another state agency or non-state agency party to this Contract, all the disputing parties may mutually agree to mediation prior to submitting the dispute to a Dispute Board in the event the dispute is not resolved pursuant to mediation within an agreed-upon time period.

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

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

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

**20. Governing Law 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.

**21. Indemnification.** To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the Superintendent and all officials, agents, and employees of the Superintendent, from and against all claims for injuries or death arising out of or resulting from the performance of this Contract. "Claim" as used in this Contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Additionally, "claims" shall include but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or in unlawful restraint of competition. Contractor's obligation to indemnify, defend and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees.

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

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

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

**23. Insurance.**

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

- 1) Full participation in any required governmental occupational injury and/or disease insurance program, to the extent participation in such a program is mandatory in any jurisdiction;
- 2) Purchase worker's compensation and occupational disease insurance benefits to employees in full compliance with all applicable laws, statutes, and regulations, but only to the extent such coverage is not provided under mandatory governmental program in "a" above, and/or;
- 3) Maintenance of a legally permitted and governmentally approved program of self-insurance for worker's compensation and occupational disease.

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

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

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

\$1,000,000 per 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.

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

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

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

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

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

Except as otherwise provided in this Contract, (1) All approvable vouchers for payment due to the Contractor shall be paid within thirty (30) calendar days of their submission by the Contractor, and (2) All expenses necessary to the Contractor's performance of this Contract not specifically mentioned in the Contract shall be borne in full by the Contractor.

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

obtain the court order enjoining disclosure, the Superintendent will release the requested information on the date specified.

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

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

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

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

**33. Right of Inspection.** The Contractor shall provide right of access to its facilities to the Superintendent or any of its officers at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract on behalf of the Superintendent. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Contractor's business or work hereunder.

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

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

**36. Subcontracting.** Neither the Contractor nor any subcontractor shall enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written

approval of the Superintendent. Contractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Contract are included in any and all Subcontracts. In no event shall the existence of the subcontract operate to release or reduce liability of the Contractor to the Superintendent for any breach in the performance of the Contractor's duties. This clause does not include contracts of employment between the Contractor and personnel assigned to work under this Contract.

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

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

**38. Technology Security Requirements.** The security requirements in this document reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, which by this reference are incorporated into this agreement.

The Contractor acknowledges it 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. 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.

**39. 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.

**40. 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.

**41. 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.

**42. 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.

**43. 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.

**44. 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 E**  
**SCHOOLS ELIGIBLE FOR HIGH POVERTY ALLOCATIONS FROM THE LEARNING ASSISTANCE PROGRAM**

### Schools Eligible for High Poverty Allocations from the Learning Assistance Program.

District Name	School Name	Eligible for High Poverty Schools Allocation
Aberdeen School District	A J West Elementary	Yes
Aberdeen School District	Central Park Elementary	Yes
Aberdeen School District	Grays Harbor Academy	Yes
Aberdeen School District	Harbor High School	Yes
Aberdeen School District	J M Weatherwax High School	Yes
Aberdeen School District	McDermoth Elementary	Yes
Aberdeen School District	Miller Junior High	Yes
Aberdeen School District	Robert Gray Elementary	Yes
Aberdeen School District	Stevens Elementary School	Yes
Anacortes School District	Cap Sante High School	Yes
Auburn School District	Alpac Elementary School	Yes
Auburn School District	Arthur Jacobsen Elementary	Yes
Auburn School District	Auburn Senior High School	Yes
Auburn School District	Cascade Middle School	Yes
Auburn School District	Chinook Elementary School	Yes
Auburn School District	Dick Scobee Elementary School	Yes
Auburn School District	Gildo Rey Elementary School	Yes
Auburn School District	Ilalko Elementary School	Yes
Auburn School District	Lea Hill Elementary School	Yes
Auburn School District	Mt Baker Middle School	Yes
Auburn School District	Olympic Middle School	Yes
Auburn School District	Pioneer Elementary School	Yes
Auburn School District	Rainier Middle School	Yes
Auburn School District	Terminal Park Elementary School	Yes
Auburn School District	Washington Elementary School	Yes
Auburn School District	West Auburn Senior High School	Yes
Bellevue School District	Lake Hills Elementary	Yes
Bellingham School District	Alderwood Elementary School	Yes
Bellingham School District	Birchwood Elementary School	Yes
Bellingham School District	Cordata Elementary School	Yes
Bellingham School District	Options High School	Yes
Bellingham School District	Shuksan Middle School	Yes
Bethel School District	Bethel Middle School	Yes
Bethel School District	Bethel Virtual Academy	Yes
Bethel School District	Camas Prairie Elementary	Yes
Bethel School District	Cedarcrest Middle School	Yes
Bethel School District	Centennial Elementary Bethel	Yes
Bethel School District	Challenger High School	Yes
Bethel School District	Chester H Thompson Elementary	Yes
Bethel School District	Evergreen Elementary	Yes

Bethel School District	Liberty Middle School	Yes
Bethel School District	Naches Trail Elementary	Yes
Bethel School District	Rocky Ridge Elementary	Yes
Bethel School District	Roy Elementary	Yes
Bethel School District	Shining Mountain Elementary	Yes
Bethel School District	Spanaway Elementary	Yes
Bethel School District	Spanaway Lake High School	Yes
Bethel School District	Spanaway Middle School	Yes
Blaine School District	Blaine Elementary School	Yes
Boistfort School District	Boistfort Elem	Yes
Bremerton School District	Armin Jahr Elementary	Yes
Bremerton School District	Bremerton High School	Yes
Bremerton School District	Career & Academic Re-engagement Center	Yes
Bremerton School District	Crownhill Elementary School	Yes
Bremerton School District	Mountain View Middle School	Yes
Bremerton School District	Naval Avenue Elementary School	Yes
Bremerton School District	Renaissance Alternative High School	Yes
Bremerton School District	View Ridge Elementary Arts Academy	Yes
Bremerton School District	West Hills S.T.E.M. Academy	Yes
Brewster School District	Brewster Alternative School	Yes
Brewster School District	Brewster Elementary School	Yes
Brewster School District	Brewster High School	Yes
Brewster School District	Brewster Middle School	Yes
Bridgeport School District	Bridgeport Aurora High School	Yes
Bridgeport School District	Bridgeport Elementary	Yes
Bridgeport School District	Bridgeport High School	Yes
Bridgeport School District	Bridgeport Middle School	Yes
Brinnon School District	Brinnon Elementary	Yes
Burlington-Edison School District	Allen Elementary	Yes
Burlington-Edison School District	Burlington-Edison Alternative School	Yes
Burlington-Edison School District	Lucille Umbarger Elementary	Yes
Burlington-Edison School District	West View Elementary	Yes
Cape Flattery School District	Clallam Bay High & Elementary	Yes
Cape Flattery School District	Neah Bay Elementary School	Yes
Cape Flattery School District	Neah Bay Junior/ Senior High School	Yes
Cascade School District	Kodiak Virtual Academy	Yes
Castle Rock School District	Castle Rock Elementary	Yes
Central Kitsap School District	Fairview Middle School	Yes
Central Kitsap School District	Woodlands Elementary	Yes
Central Valley School District	Bowdish Middle School	Yes
Central Valley School District	Broadway Elementary	Yes
Central Valley School District	McDonald Elementary School	Yes
Central Valley School District	Mica Peak High School	Yes
Central Valley School District	North Pines Middle School	Yes
Central Valley School District	Opportunity Elementary	Yes
Central Valley School District	Progress Elementary School	Yes
Central Valley School District	School to Life	Yes

Central Valley School District	South Pines Elementary	Yes
Centralia School District	Centralia High School	Yes
Centralia School District	Centralia Middle School	Yes
Centralia School District	Edison Elementary	Yes
Centralia School District	Fords Prairie Elementary	Yes
Centralia School District	Futurus High School	Yes
Centralia School District	Jefferson Lincoln Elementary	Yes
Centralia School District	Oakview Elementary School	Yes
Centralia School District	Washington Elementary School	Yes
Chehalis School District	James W Lintott Elementary School	Yes
Chehalis School District	Lewis County Alternative School	Yes
Chehalis School District	Orin C Smith Elementary School	Yes
Cheney School District	Cheney Open Doors	Yes
Cheney School District	Salnave Elementary	Yes
Cheney School District	Sunset Elementary	Yes
Cheney School District	Three Springs High School	Yes
Cheney School District	Westwood Middle School	Yes
Chewelah School District	Chewelah Open Doors Reengagement Program	Yes
Chewelah School District	Gess Elementary	Yes
Chimacum School District	Chimacum Creek Primary School	Yes
Chimacum School District	Chimacum Elementary School	Yes
Clarkston School District	Educational Opportunity Center	Yes
Clarkston School District	Educational Opportunity Center Reengagement	Yes
Clarkston School District	Grantham Elementary	Yes
Clarkston School District	Highland Elementary	Yes
Clarkston School District	Lincoln Middle School	Yes
Clarkston School District	Parkway Elementary	Yes
Cle Elum-Roslyn School District	Swiftwater Learning Center	Yes
Clover Park School District	Alfaretta House	Yes
Clover Park School District	Clover Park High School	Yes
Clover Park School District	CPSD Open Doors Program	Yes
Clover Park School District	Custer Elementary School	Yes
Clover Park School District	Dower Elementary School	Yes
Clover Park School District	Evergreen Elementary School	Yes
Clover Park School District	Four Heroes Elementary	Yes
Clover Park School District	Harrison Prep School	Yes
Clover Park School District	Hillside Elementary School	Yes
Clover Park School District	Hudtloff Middle School	Yes
Clover Park School District	Lake Louise Elementary School	Yes
Clover Park School District	Lakeview Hope Academy	Yes
Clover Park School District	Lochburn Middle School	Yes
Clover Park School District	Oakbrook Elementary School	Yes
Clover Park School District	Park Lodge Elementary School	Yes
Clover Park School District	Rainier Elementary School	Yes
Clover Park School District	Re-Entry High School	Yes
Clover Park School District	Special Education Services/relife	Yes
Clover Park School District	Thomas Middle School	Yes

Clover Park School District	Tillicum Elementary School	Yes
Clover Park School District	Transition Day Students	Yes
Clover Park School District	Tyee Park Elementary School	Yes
College Place School District	College Place High School	Yes
College Place School District	Davis Elementary	Yes
College Place School District	John Sager Middle School	Yes
Columbia (Stevens) School District	Columbia High And Elementary	Yes
Columbia (Walla Walla) School District	Columbia Elementary	Yes
Columbia (Walla Walla) School District	Columbia High School	Yes
Columbia (Walla Walla) School District	Columbia Middle School	Yes
Colville School District	Colville Junior High School	Yes
Colville School District	Fort Colville Elementary	Yes
Colville School District	Hofstetter Elementary	Yes
Colville School District	Panorama School	Yes
Concrete School District	Concrete Elementary	Yes
Concrete School District	Concrete High School	Yes
Concrete School District	Twin Cedars High School	Yes
Coupeville School District	Open Den	Yes
Crescent School District	Crescent School	Yes
Curlew School District	Curlew Elem & High School	Yes
Cusick School District	Bess Herian Elementary	Yes
Cusick School District	Cusick Jr Sr High School	Yes
Darrington School District	Darrington Elementary School	Yes
Davenport School District	Davenport Elementary	Yes
Dayton School District	Dayton Elementary School	Yes
Dayton School District	Dayton High School	Yes
Dayton School District	Dayton Middle School	Yes
Deer Park School District	Arcadia Elementary	Yes
Deer Park School District	Deer Park Elementary	Yes
Deer Park School District	Deer Park Middle School	Yes
Dixie School District	Dixie Elementary School	Yes
East Valley School District (Spokane)	East Farms STEAM School	Yes
East Valley School District (Spokane)	East Valley Middle School	Yes
East Valley School District (Spokane)	Otis Orchards School	Yes
East Valley School District (Spokane)	Trent School	Yes
East Valley School District (Spokane)	Trentwood School	Yes
East Valley School District (Yakima)	East Valley Central Middle School	Yes
East Valley School District (Yakima)	East Valley Elementary	Yes
East Valley School District (Yakima)	East Valley High School	Yes
East Valley School District (Yakima)	Moxee Elementary	Yes
East Valley School District (Yakima)	Terrace Heights Elementary	Yes
Eastmont School District	Clovis Point	Yes
Eastmont School District	Eastmont Junior High	Yes
Eastmont School District	Eastmont Senior High	Yes
Eastmont School District	Grant Elementary School	Yes
Eastmont School District	Kenroy Elementary	Yes
Eastmont School District	Lee Elementary	Yes

Eastmont School District	Rock Island Elementary	Yes
Eastmont School District	Sterling School	Yes
Easton School District	Easton School	Yes
Eatonville School District	Columbia Crest A-STEM Academy	Yes
Eatonville School District	Eatonville Online Academy	Yes
Eatonville School District	New Beginnings	Yes
Edmonds School District	Cedar Valley Community School	Yes
Edmonds School District	Chase Lake Elementary	Yes
Edmonds School District	College Place Elementary	Yes
Edmonds School District	Mountlake Terrace Elementary	Yes
Edmonds School District	Scriber Lake High School	Yes
Edmonds School District	Spruce Elementary	Yes
Ellensburg School District	K-12 Ellensburg Learning Center	Yes
Ellensburg School District	Mt. Stuart Elementary	Yes
Elma School District	East Grays Harbor High School	Yes
Elma School District	East Grays Harbor Open Doors	Yes
Elma School District	Elma Elementary School	Yes
Elma School District	Elma High School	Yes
Elma School District	Elma Middle School	Yes
Endicott School District	Endicott/St John Elem and Middle	Yes
Entiat School District	Entiat Middle and High School	Yes
Entiat School District	Paul Rumburg Elementary	Yes
Enumclaw School District	Special Ed School	Yes
Ephrata School District	Columbia Ridge Elementary	Yes
Ephrata School District	Ephrata Middle School	Yes
Ephrata School District	Grant Elementary	Yes
Ephrata School District	Parkway School	Yes
Ephrata School District	Sage Hills Open Doors	Yes
Evaline School District	Evaline Elementary School	Yes
Everett School District	Emerson Elementary School	Yes
Everett School District	Everett High School	Yes
Everett School District	Everett Reengagement Academy	Yes
Everett School District	Evergreen Middle School	Yes
Everett School District	Garfield Elementary School	Yes
Everett School District	Hawthorne Elementary School - Everett	Yes
Everett School District	Jackson Elementary School	Yes
Everett School District	Lowell Elementary - Everett	Yes
Everett School District	Madison Elementary	Yes
Everett School District	North Middle School	Yes
Everett School District	Sequoia High School	Yes
Evergreen School District (Clark)	49th Street Academy	Yes
Evergreen School District (Clark)	Burton Elementary School	Yes
Evergreen School District (Clark)	Cascade Middle School	Yes
Evergreen School District (Clark)	Cascadia Technical Academy Skills Center	Yes
Evergreen School District (Clark)	Covington Middle School	Yes
Evergreen School District (Clark)	Crestline Elementary School	Yes
Evergreen School District (Clark)	Ellsworth Elementary School	Yes

Evergreen School District (Clark)	Endeavour Elementary School	Yes
Evergreen School District (Clark)	Evergreen High School	Yes
Evergreen School District (Clark)	Fircrest Elementary School	Yes
Evergreen School District (Clark)	Hearthwood Elementary School	Yes
Evergreen School District (Clark)	Heritage High School	Yes
Evergreen School District (Clark)	Image Elementary School	Yes
Evergreen School District (Clark)	Legacy High School	Yes
Evergreen School District (Clark)	Marrion Elementary School	Yes
Evergreen School District (Clark)	Mill Plain Elementary School	Yes
Evergreen School District (Clark)	Open Doors Evergreen	Yes
Evergreen School District (Clark)	Orchards Elementary School	Yes
Evergreen School District (Clark)	Pioneer Elementary School	Yes
Evergreen School District (Clark)	Sifton Elementary School	Yes
Evergreen School District (Clark)	Silver Star Elementary School	Yes
Evergreen School District (Clark)	Sunset Elementary School	Yes
Evergreen School District (Clark)	Wyeast Middle School	Yes
Evergreen School District (Stevens)	Evergreen School	Yes
Federal Way School District	Adelaide Elementary School	Yes
Federal Way School District	Brigadoon Elementary School	Yes
Federal Way School District	Camelot Elementary School	Yes
Federal Way School District	Career Academy at Truman High School	Yes
Federal Way School District	Decatur High School	Yes
Federal Way School District	Employment Transition Program	Yes
Federal Way School District	Enterprise Elementary School	Yes
Federal Way School District	Federal Way High School	Yes
Federal Way School District	Illahee Middle School	Yes
Federal Way School District	Kilo Middle School	Yes
Federal Way School District	Lake Dolloff Elementary School	Yes
Federal Way School District	Lake Grove Elementary School	Yes
Federal Way School District	Lakeland Elementary School	Yes
Federal Way School District	Lakota Middle School	Yes
Federal Way School District	Mark Twain Elementary School	Yes
Federal Way School District	Mirror Lake Elementary School	Yes
Federal Way School District	Nautilus K-8 School	Yes
Federal Way School District	Olympic View Elementary School	Yes
Federal Way School District	Open Doors Youth Reengagement (1418)	Yes
Federal Way School District	Panther Lake Elementary School	Yes
Federal Way School District	Rainier View Elementary School	Yes
Federal Way School District	Sacajawea Middle School	Yes
Federal Way School District	Sequoyah Middle School	Yes
Federal Way School District	Silver Lake Elementary School - Federal Way	Yes
Federal Way School District	Star Lake Elementary School	Yes
Federal Way School District	Sunnycrest Elementary School	Yes
Federal Way School District	TAFAs at Saghalie	Yes
Federal Way School District	Thomas Jefferson High School	Yes
Federal Way School District	Todd Beamer High School	Yes
Federal Way School District	Totem Middle School	Yes

Federal Way School District	Twin Lakes Elementary School	Yes
Federal Way School District	Valhalla Elementary School	Yes
Federal Way School District	Wildwood Elementary School	Yes
Federal Way School District	Woodmont K-8 School	Yes
Ferndale School District	Central Elementary	Yes
Ferndale School District	Eagleridge Elementary	Yes
Ferndale School District	Ferndale Virtual Academy	Yes
Ferndale School District	Horizon Middle School	Yes
Ferndale School District	WINDWARD HIGH SCHOOL	Yes
Fife School District	Endeavour Intermediate	Yes
Fife School District	Fife Open Doors	Yes
Finley School District	Finley Elementary	Yes
Finley School District	Finley Middle School	Yes
Finley School District	River View High School	Yes
Franklin Pierce School District	Brookdale Elementary	Yes
Franklin Pierce School District	Central Avenue Elementary	Yes
Franklin Pierce School District	Christensen Elementary	Yes
Franklin Pierce School District	Collins Elementary	Yes
Franklin Pierce School District	Elmhurst Elementary School	Yes
Franklin Pierce School District	Franklin Pierce High School	Yes
Franklin Pierce School District	Gates Secondary School	Yes
Franklin Pierce School District	Harvard Elementary	Yes
Franklin Pierce School District	James Sales Elementary	Yes
Franklin Pierce School District	Midland Elementary	Yes
Franklin Pierce School District	Morris Ford Middle School	Yes
Franklin Pierce School District	Perry G Keithley Middle School	Yes
Franklin Pierce School District	Washington High School	Yes
Garfield School District	Garfield Middle School	Yes
Glenwood School District	Glenwood Elementary	Yes
Goldendale School District	Goldendale Middle School	Yes
Goldendale School District	Goldendale Primary School	Yes
Grand Coulee Dam School District	Lake Roosevelt Alternative School	Yes
Grand Coulee Dam School District	Lake Roosevelt Elementary	Yes
Grand Coulee Dam School District	Lake Roosevelt Jr/Sr High School	Yes
Grandview School District	Contract Learning Center	Yes
Grandview School District	Grandview High School	Yes
Grandview School District	Grandview Middle School	Yes
Grandview School District	Mcclure Elementary School	Yes
Grandview School District	Smith Elementary School	Yes
Grandview School District	Step Up to College Open Doors High School	Yes
Grandview School District	Thompson Elementary School	Yes
Granger School District	Granger High School	Yes
Granger School District	Granger Middle School	Yes
Granger School District	Roosevelt Elementary	Yes
Granite Falls School District	Crossroads High School	Yes
Granite Falls School District	Granite Falls Open Doors	Yes
Harrington School District	Harrington Elementary School	Yes

Harrington School District	Harrington High School	Yes
Highland School District	Highland High School	Yes
Highland School District	Highland Junior High School	Yes
Highland School District	Marcus Whitman-Cowiche Elementary	Yes
Highland School District	Tieton Intermediate School	Yes
Highline School District	Beverly Park Elem at Glendale	Yes
Highline School District	Big Picture School	Yes
Highline School District	Bow Lake Elementary	Yes
Highline School District	Cascade Middle School	Yes
Highline School District	Cedarhurst Elementary	Yes
Highline School District	Chinook Middle School	Yes
Highline School District	Des Moines Elementary	Yes
Highline School District	Evergreen High School	Yes
Highline School District	Glacier Middle School	Yes
Highline School District	Gregory Heights Elementary	Yes
Highline School District	Hazel Valley Elementary	Yes
Highline School District	Highline High School	Yes
Highline School District	Hilltop Elementary	Yes
Highline School District	Madrona Elementary	Yes
Highline School District	McMicken Heights Elementary	Yes
Highline School District	Midway Elementary	Yes
Highline School District	Mount Rainier High School	Yes
Highline School District	Mount View Elementary	Yes
Highline School District	New Start	Yes
Highline School District	Pacific Middle School	Yes
Highline School District	Parkside Elementary	Yes
Highline School District	Puget Sound High School	Yes
Highline School District	Seahurst Elementary School	Yes
Highline School District	Shorewood Elementary	Yes
Highline School District	Southern Heights Elementary	Yes
Highline School District	Sylvester Middle School	Yes
Highline School District	Tyee High School	Yes
Highline School District	White Center Heights Elementary	Yes
Hood Canal School District	Hood Canal Elementary School	Yes
Hoquiam School District	Central Elementary School	Yes
Hoquiam School District	Emerson Elementary	Yes
Hoquiam School District	Hoquiam High School	Yes
Hoquiam School District	Hoquiam Homelink School	Yes
Hoquiam School District	Hoquiam Middle School	Yes
Hoquiam School District	Lincoln Elementary	Yes
Impact   Puget Sound Elementary	Impact   Puget Sound Elementary	Yes
Inchelium School District	Inchelium Elementary School	Yes
Inchelium School District	Inchelium High School	Yes
Inchelium School District	Inchelium Middle School	Yes
Kahlotus School District	Kahlotus Elem & High	Yes
Keller School District	Keller Elementary School	Yes
Kelso School District	Barnes Elementary	Yes

Kelso School District	Beacon Hill Elementary	Yes
Kelso School District	Butler Acres Elementary	Yes
Kelso School District	Catlin Elementary	Yes
Kelso School District	Coweeman Middle School	Yes
Kelso School District	Huntington Middle School	Yes
Kelso School District	Kelso Goal Oriented Learning Design	Yes
Kelso School District	Kelso High School	Yes
Kelso School District	Kelso Virtual Academy	Yes
Kelso School District	Loowit High School	Yes
Kelso School District	Wallace Elementary	Yes
Kennewick School District	Amistad Elementary School	Yes
Kennewick School District	Canyon View Elementary School	Yes
Kennewick School District	Cascade Elementary School	Yes
Kennewick School District	Chinook Middle School	Yes
Kennewick School District	Eastgate Elementary School	Yes
Kennewick School District	Edison Elementary School - Kennewick	Yes
Kennewick School District	Fuerza Elementary	Yes
Kennewick School District	Hawthorne Elementary School - Kennewick	Yes
Kennewick School District	Highlands Middle School	Yes
Kennewick School District	Horse Heaven Hills Middle School	Yes
Kennewick School District	Kennewick High School	Yes
Kennewick School District	Legacy High School	Yes
Kennewick School District	Lincoln Elementary School	Yes
Kennewick School District	Park Middle School	Yes
Kennewick School District	Phoenix High School	Yes
Kennewick School District	Southgate Elementary School	Yes
Kennewick School District	Southridge High School	Yes
Kennewick School District	Sunset View Elementary School	Yes
Kennewick School District	Vista Elementary School	Yes
Kennewick School District	Washington Elementary School	Yes
Kennewick School District	Westgate Elementary School	Yes
Kent School District	East Hill Elementary School	Yes
Kent School District	George T. Daniel Elementary School	Yes
Kent School District	Horizon Elementary School	Yes
Kent School District	iGrad	Yes
Kent School District	Kent Elementary School	Yes
Kent School District	Kent Phoenix Academy	Yes
Kent School District	Kent-Meridian High School	Yes
Kent School District	Martin Sortun Elementary School	Yes
Kent School District	Meadow Ridge Elementary School	Yes
Kent School District	Meeker Middle School	Yes
Kent School District	Meridian Middle School	Yes
Kent School District	Mill Creek Middle School	Yes
Kent School District	Millennium Elementary School	Yes
Kent School District	Neely O Brien Elementary School	Yes
Kent School District	Panther Lake Elementary School	Yes
Kent School District	Park Orchard Elementary School	Yes

Kent School District	Pine Tree Elementary School	Yes
Kent School District	Scenic Hill Elementary School	Yes
Kent School District	Springbrook Elementary School	Yes
Kent School District	The Outreach Program	Yes
Kettle Falls School District	Kettle Falls Elementary School	Yes
Kettle Falls School District	Kettle Falls High School	Yes
Kettle Falls School District	Kettle Falls Middle School	Yes
Kiona-Benton City School District	Kiona-Benton City High School	Yes
Kiona-Benton City School District	Kiona-Benton City Middle School	Yes
Kiona-Benton City School District	Kiona-Benton City Primary School	Yes
Kiona-Benton City School District	Kiona-Benton Intermediate School	Yes
Klickitat School District	Klickitat Elem & High	Yes
La Conner School District	La Conner Elementary	Yes
La Conner School District	La Conner Middle	Yes
Lake Chelan School District	Chelan High School	Yes
Lake Chelan School District	Chelan Middle School	Yes
Lake Chelan School District	Chelan School of Innovation	Yes
Lake Chelan School District	Morgen Owings Elementary School	Yes
Lamont School District	Lamont Middle School	Yes
Lind School District	Lind Elementary School	Yes
Lind School District	Lind-Ritzville High School	Yes
Lind School District	Lind-Ritzville Middle School	Yes
Longview School District	Cascade Middle School	Yes
Longview School District	Columbia Heights Elementary	Yes
Longview School District	Discovery High School	Yes
Longview School District	Discovery High School-Achieve	Yes
Longview School District	Kessler Elementary School	Yes
Longview School District	Mint Valley Elementary	Yes
Longview School District	Monticello Middle School	Yes
Longview School District	Mt. Solo Middle School	Yes
Longview School District	Northlake Elementary School	Yes
Longview School District	Olympic Elementary School	Yes
Longview School District	R A Long High School	Yes
Longview School District	Saint Helens Elementary	Yes
Loon Lake School District	Loon Lake Elementary School	Yes
Lumen Public School	Lumen High School	Yes
Lummi Tribal Agency	Lummi Nation School	Yes
Lyle School District	Dallesport Elementary	Yes
Lyle School District	Lyle High School	Yes
Lyle School District	Lyle Middle School	Yes
Mabton School District	Artz Fox Elementary	Yes
Mabton School District	Mabton Jr. Sr. High	Yes
Mansfield School District	Mansfield Elem and High School	Yes
Manson School District	Manson Elementary	Yes
Manson School District	Manson High School	Yes
Manson School District	Manson Middle School	Yes
Mary M Knight School District	Mary M. Knight School	Yes

Mary Walker School District	Mary Walker Alternative Learning Experience	Yes
Mary Walker School District	Mary Walker High School	Yes
Mary Walker School District	Springdale Elementary	Yes
Mary Walker School District	Springdale Middle School	Yes
Marysville School District	Cascade Elementary	Yes
Marysville School District	Cedarcrest School	Yes
Marysville School District	Heritage School	Yes
Marysville School District	Kellogg Marsh Elementary School	Yes
Marysville School District	Legacy High School	Yes
Marysville School District	Liberty Elementary	Yes
Marysville School District	Marshall Elementary	Yes
Marysville School District	Marysville Middle School	Yes
Marysville School District	Marysville NWESD 189 Youth Engagement	Yes
Marysville School District	Quil Ceda Tulalip Elementary	Yes
Marysville School District	Shoultes Elementary	Yes
Marysville School District	Totem Middle School	Yes
McCleary School District	Mccleary Elem	Yes
Mead School District	Shiloh Hills Elementary	Yes
Medical Lake School District	Medical Lake Endeavors	Yes
Methow Valley School District	ILC Choice School	Yes
Mill A School District	Mill A Elementary School	Yes
Monroe School District	Frank Wagner Elementary	Yes
Monroe School District	Leaders In Learning	Yes
Morton School District	Morton Elementary School	Yes
Morton School District	Morton Junior-Senior High	Yes
Moses Lake School District	Chief Moses Middle School	Yes
Moses Lake School District	Endeavor Middle School	Yes
Moses Lake School District	Frontier Middle School	Yes
Moses Lake School District	Garden Heights Elementary	Yes
Moses Lake School District	Knolls Vista Elementary	Yes
Moses Lake School District	Lakeview Terrace Elementary	Yes
Moses Lake School District	Larson Heights Elementary	Yes
Moses Lake School District	Longview Elementary	Yes
Moses Lake School District	Midway Elementary	Yes
Moses Lake School District	Moses Lake High School	Yes
Moses Lake School District	North Elementary	Yes
Moses Lake School District	Park Orchard Elementary School	Yes
Moses Lake School District	Peninsula Elementary	Yes
Moses Lake School District	Skill Source Learning Center	Yes
Mossyrock School District	Mossyrock Academy	Yes
Mossyrock School District	Mossyrock Elementary School	Yes
Mossyrock School District	Mossyrock Jr./Sr. High School	Yes
Mount Adams School District	Harrah Elementary School	Yes
Mount Adams School District	Mount Adams Middle School	Yes
Mount Adams School District	White Swan High School	Yes
Mount Baker School District	Acme Elementary	Yes
Mount Baker School District	Kendall Elementary	Yes

Mount Baker School District	Mount Baker Junior High	Yes
Mount Vernon School District	Aspire Academy	Yes
Mount Vernon School District	Centennial Elementary School	Yes
Mount Vernon School District	Harriet Rowley Elementary	Yes
Mount Vernon School District	Jefferson Elementary	Yes
Mount Vernon School District	La Venture Middle School	Yes
Mount Vernon School District	Little Mountain Elementary	Yes
Mount Vernon School District	Madison Elementary	Yes
Mount Vernon School District	Mount Baker Middle School	Yes
Mount Vernon School District	Mount Vernon High School	Yes
Mount Vernon School District	Mount Vernon Open Doors	Yes
Mount Vernon School District	Washington Elementary School	Yes
Muckleshoot Indian Tribe	Muckleshoot Tribal School	Yes
Mukilteo School District	ACES High School	Yes
Mukilteo School District	Challenger Elementary	Yes
Mukilteo School District	Discovery Elementary	Yes
Mukilteo School District	Explorer Middle School	Yes
Mukilteo School District	Fairmount Elementary	Yes
Mukilteo School District	Horizon Elementary	Yes
Mukilteo School District	Lake Stickney Elementary School	Yes
Mukilteo School District	Mariner High School	Yes
Mukilteo School District	Odyssey Elementary	Yes
Mukilteo School District	Olivia Park Elementary	Yes
Mukilteo School District	Pathfinder Kindergarten Center	Yes
Mukilteo School District	Voyager Middle School	Yes
Naches Valley School District	Naches Valley Elementary School	Yes
Naches Valley School District	Naches Valley ESD 105 Open Doors	Yes
Naches Valley School District	Naches Valley Middle School	Yes
Naselle-Grays River Valley School Distr	Naselle Elementary	Yes
Naselle-Grays River Valley School Distr	Naselle Jr Sr High Schools	Yes
Nespelem School District #14	Nespelem Elementary	Yes
Newport School District	Newport High School	Yes
Newport School District	Pend Oreille River School	Yes
Newport School District	Sadie Halstead Middle School	Yes
Newport School District	Stratton Elementary	Yes
Nooksack Valley School District	Everson Elementary	Yes
Nooksack Valley School District	Nooksack Valley High School	Yes
Nooksack Valley School District	Nooksack Valley Middle School	Yes
Nooksack Valley School District	Sumas Elementary	Yes
North Beach School District	North Beach Junior High School	Yes
North Beach School District	North Beach Senior High School	Yes
North Beach School District	Ocean Shores Elementary	Yes
North Beach School District	Pacific Beach Elementary School	Yes
North Franklin School District	Basin City Elem	Yes
North Franklin School District	Connell Elem	Yes
North Franklin School District	Connell High School	Yes
North Franklin School District	Mesa Elem	Yes

North Franklin School District	North Franklin Virtual Academy	Yes
North Franklin School District	Palouse Junction High School	Yes
North Franklin School District	Robert L Olds Junior High School	Yes
North Kitsap School District	CHOICE Academy	Yes
North Kitsap School District	David Wolfle Elementary	Yes
North Mason School District	Belfair Elementary	Yes
North Mason School District	Hawkins Middle School	Yes
North Mason School District	James A. Taylor High School	Yes
North Mason School District	Sand Hill Elementary	Yes
North River School District	North River School	Yes
North Thurston Public Schools	Chambers Prairie Elementary School	Yes
North Thurston Public Schools	Envision Career Academy	Yes
North Thurston Public Schools	Lacey Elementary	Yes
North Thurston Public Schools	Lydia Hawk Elementary	Yes
North Thurston Public Schools	Mountain View Elementary	Yes
North Thurston Public Schools	Pleasant Glade Elementary	Yes
Northport School District	Northport Elementary School	Yes
Northport School District	Northport High School	Yes
Oak Harbor School District	Crescent Harbor Elem	Yes
Oak Harbor School District	iGrad Academy	Yes
Oak Harbor School District	Olympic View Elem	Yes
Oakville School District	Oakville Elementary	Yes
Oakville School District	Oakville High School	Yes
Ocean Beach School District	Hilltop School	Yes
Ocean Beach School District	Ilwaco High School	Yes
Ocean Beach School District	Long Beach Elementary School	Yes
Ocean Beach School District	Ocean Beach Alternative School	Yes
Ocean Beach School District	Ocean Beach Early Childhood Center	Yes
Ocean Beach School District	Ocean Park Elementary	Yes
Ocosta School District	Ocosta Elementary School	Yes
Ocosta School District	Ocosta Junior - Senior High	Yes
Odessa School District	P C Jantz Elementary	Yes
Okanogan School District	Grainger Elementary	Yes
Okanogan School District	Okanogan Alternative High School	Yes
Okanogan School District	Okanogan Middle School	Yes
Okanogan School District	Okanogan Outreach Alternative School	Yes
Olympia School District	Garfield Elementary School	Yes
Olympia School District	Leland P Brown Elementary	Yes
Omak School District	E Omak Elementary	Yes
Omak School District	Highlands High School	Yes
Omak School District	N Omak Elementary	Yes
Omak School District	Omak High School	Yes
Omak School District	Omak Middle School	Yes
Omak School District	Paschal Sherman	Yes
Onalaska School District	Onalaska Elementary School	Yes
Onalaska School District	Onalaska High School	Yes
Onalaska School District	Onalaska Middle School	Yes

Onion Creek School District	Onion Creek Elementary	Yes
Orient School District	Orient Elementary School	Yes
Orondo School District	Orondo Elementary and Middle School	Yes
Oroville School District	Oroville Elementary	Yes
Oroville School District	Oroville Middle-High School	Yes
Orting School District	Orting Special Education	Yes
Othello School District	Desert Oasis High School	Yes
Othello School District	Hiawatha Elementary School	Yes
Othello School District	Lutacaga Elementary	Yes
Othello School District	McFarland Middle School	Yes
Othello School District	Othello High School	Yes
Othello School District	Scotney Springs Elementary	Yes
Othello School District	Wahitis Elementary School	Yes
Palisades School District	Palisades Elementary School	Yes
Pasco School District	Captain Gray STEM Elementary	Yes
Pasco School District	Chiawana High School	Yes
Pasco School District	Ellen Ochoa Middle School	Yes
Pasco School District	Emerson Elementary	Yes
Pasco School District	James McGee Elementary	Yes
Pasco School District	Longfellow Elementary	Yes
Pasco School District	Marie Curie STEM Elementary	Yes
Pasco School District	Mark Twain Elementary	Yes
Pasco School District	Maya Angelou Elementary	Yes
Pasco School District	Mcloughlin Middle School	Yes
Pasco School District	New Horizons High School	Yes
Pasco School District	Pasco Early Childhood	Yes
Pasco School District	Pasco Senior High School	Yes
Pasco School District	Ray Reynolds Middle School	Yes
Pasco School District	Robert Frost Elementary	Yes
Pasco School District	Rowena Chess Elementary	Yes
Pasco School District	Stevens Middle School	Yes
Pasco School District	Three Rivers Elementary	Yes
Pasco School District	Virgie Robinson Elementary	Yes
Pasco School District	Whittier Elementary	Yes
Pateros School District	Pateros Elementary	Yes
Pateros School District	Pateros High School	Yes
Paterson School District	Paterson Elementary School	Yes
Pe Ell School District	Pe Ell School	Yes
Peninsula School District	Evergreen Elementary	Yes
Pioneer School District	Pioneer Elementary School	Yes
Pioneer School District	Pioneer Middle School	Yes
Pomeroy School District	Pomeroy Elementary School	Yes
Port Angeles School District	Dry Creek Elementary	Yes
Port Angeles School District	Franklin Elementary	Yes
Port Angeles School District	Hamilton Elementary	Yes
Port Angeles School District	Jefferson Elementary	Yes
Port Angeles School District	Lincoln High School	Yes

Port Angeles School District	Roosevelt Elementary School	Yes
Port Angeles School District	Stevens Middle School	Yes
Port Townsend School District	Blue Heron Middle School	Yes
Port Townsend School District	OCEAN	Yes
Port Townsend School District	Salish Coast Elementary	Yes
Prescott School District	Prescott Elementary School	Yes
Prescott School District	Prescott Jr Sr High	Yes
PRIDE Prep Charter School District	PRIDE Prep School	Yes
Prosser School District	Housel Middle School	Yes
Prosser School District	Keene-Riverview Elementary	Yes
Prosser School District	Prosser Heights Elementary	Yes
Prosser School District	Prosser High School	Yes
Prosser School District	Prosser Opportunity Academy	Yes
Prosser School District	Whitstran Elementary	Yes
Puyallup School District	Firgrove Elementary	Yes
Puyallup School District	Puyallup Open Doors/POD	Yes
Puyallup School District	Spinning Elementary	Yes
Puyallup School District	Stewart Elementary	Yes
Puyallup School District	Walker High School	Yes
Puyallup School District	Waller Road Elementary	Yes
Puyallup School District	Wildwood Elementary	Yes
Queets-Clearwater School District	Queets-Clearwater Elementary	Yes
Quileute Tribal School District	Quileute Tribal School	Yes
Quillayute Valley School District	District Run Home School	Yes
Quillayute Valley School District	Forks Elementary School	Yes
Quillayute Valley School District	Forks Junior-Senior High School	Yes
Quillayute Valley School District	Forks Middle School	Yes
Lake Quinault School District	Lake Quinault School	Yes
Quincy School District	Ancient Lakes Elementary	Yes
Quincy School District	George Elementary	Yes
Quincy School District	Monument Elementary	Yes
Quincy School District	Mountain View Elementary	Yes
Quincy School District	Pioneer Elementary	Yes
Quincy School District	Quincy High School	Yes
Quincy School District	Quincy Innovation Academy	Yes
Quincy School District	Quincy Middle School	Yes
Rainier Prep Charter School District	Rainier Prep	Yes
Rainier Valley Leadership Academy	Rainier Valley Leadership Academy	Yes
Raymond School District	Raymond Elementary School	Yes
Raymond School District	Raymond Jr Sr High School	Yes
Renton School District	Bryn Mawr Elementary School	Yes
Renton School District	Campbell Hill Elementary School	Yes
Renton School District	Cascade Elementary School	Yes
Renton School District	Dimmitt Middle School	Yes
Renton School District	Griffin Home	Yes
Renton School District	Highlands Elementary School	Yes
Renton School District	Honey Dew Elementary	Yes

Renton School District	Lakeridge Elementary School	Yes
Renton School District	Lindbergh Senior High School	Yes
Renton School District	Nelsen Middle School	Yes
Renton School District	Open Door Youth Reengagement Renton	Yes
Renton School District	Renton Academy	Yes
Renton School District	Renton Park Elementary School	Yes
Renton School District	Renton Senior High School	Yes
Renton School District	Talley High School	Yes
Renton School District	Tiffany Park Elementary School	Yes
Republic School District	Republic Elementary School	Yes
Republic School District	Republic Junior High	Yes
Republic School District	Republic Senior High School	Yes
Richland School District	Jason Lee Elementary School	Yes
Richland School District	Jefferson Elementary	Yes
Richland School District	Lewis & Clark Elementary School	Yes
Richland School District	Marcus Whitman Elementary	Yes
Richland School District	Rivers Edge High School	Yes
Ritzville School District	Ritzville Grade School	Yes
Riverside School District	Riverside Elementary	Yes
Rochester School District	Grand Mound Elementary	Yes
Rochester School District	H.e.a.r.t. High School	Yes
Rochester School District	Rochester Middle School	Yes
Rochester School District	Rochester Primary School	Yes
Rosalia School District	Rosalia Elementary & Secondary School	Yes
Royal School District	Red Rock Elementary	Yes
Royal School District	Royal High School	Yes
Royal School District	Royal Intermediate School	Yes
Royal School District	Royal Middle School	Yes
Satsop School District	Satsop Elementary	Yes
Seattle Public Schools	Aki Kurose Middle School	Yes
Seattle Public Schools	Bailey Gatzert Elementary School	Yes
Seattle Public Schools	Beacon Hill International School	Yes
Seattle Public Schools	Broadview-Thomson K-8 School	Yes
Seattle Public Schools	Chief Sealth International High School	Yes
Seattle Public Schools	Cleveland High School STEM	Yes
Seattle Public Schools	Concord International School	Yes
Seattle Public Schools	David T. Denny International Middle School	Yes
Seattle Public Schools	Dearborn Park International School	Yes
Seattle Public Schools	Dunlap Elementary School	Yes
Seattle Public Schools	Emerson Elementary School	Yes
Seattle Public Schools	Franklin High School	Yes
Seattle Public Schools	Graham Hill Elementary School	Yes
Seattle Public Schools	Highland Park Elementary School	Yes
Seattle Public Schools	Interagency Open Doors	Yes
Seattle Public Schools	Interagency Programs	Yes
Seattle Public Schools	John Muir Elementary School	Yes
Seattle Public Schools	Licton Springs K-8	Yes

Seattle Public Schools	Lowell Elementary School	Yes
Seattle Public Schools	Maple Elementary School	Yes
Seattle Public Schools	Martin Luther King Jr. Elementary School	Yes
Seattle Public Schools	Mercer International Middle School	Yes
Seattle Public Schools	Northgate Elementary School	Yes
Seattle Public Schools	Olympic Hills Elementary School	Yes
Seattle Public Schools	Rainier Beach High School	Yes
Seattle Public Schools	Rainier View Elementary School	Yes
Seattle Public Schools	Rising Star Elementary School	Yes
Seattle Public Schools	Roxhill Elementary School	Yes
Seattle Public Schools	Sanislo Elementary School	Yes
Seattle Public Schools	Seattle World School	Yes
Seattle Public Schools	South Lake High School	Yes
Seattle Public Schools	South Shore PK-8 School	Yes
Seattle Public Schools	West Seattle Elementary School	Yes
Seattle Public Schools	Wing Luke Elementary School	Yes
Sedro-Woolley School District	Cascade Middle School	Yes
Sedro-Woolley School District	Central Elementary School	Yes
Sedro-Woolley School District	Evergreen Elementary School	Yes
Sedro-Woolley School District	Mary Purcell Elementary School	Yes
Sedro-Woolley School District	State Street High School	Yes
Selah School District	John Campbell Primary School	Yes
Selah School District	Robert Lince Early Learning Center	Yes
Selah School District	Selah Intermediate School	Yes
Selah School District	Selah Middle School	Yes
Selkirk School District	Selkirk Elementary	Yes
Selkirk School District	Selkirk Middle School	Yes
Shelton School District	Bordeaux Elementary School	Yes
Shelton School District	Cedar High School	Yes
Shelton School District	Choice Middle and High School	Yes
Shelton School District	Evergreen Elementary School	Yes
Shelton School District	Mountain View Elementary	Yes
Shelton School District	Oakland Bay Junior High School	Yes
Shelton School District	Olympic Middle School	Yes
Shelton School District	Shelton High School	Yes
Shelton School District	Shelton Open Doors	Yes
Shoreline School District	Edwin Pratt Learning Center	Yes
Skamania School District	Skamania Elementary	Yes
Skykomish School District	Skykomish Elementary School	Yes
Skykomish School District	Skykomish High School	Yes
Soap Lake School District	RISE Academy	Yes
Soap Lake School District	Soap Lake Elementary	Yes
Soap Lake School District	Soap Lake Middle & High School	Yes
South Bend School District	Mike Morris Elementary	Yes
South Bend School District	South Bend High School	Yes
South Kitsap School District	Discovery	Yes
South Kitsap School District	East Port Orchard Elementary	Yes

South Whidbey School District	South Whidbey Academy	Yes
Spokane School District	A-3 Multiagency Adolescent Prog	Yes
Spokane School District	Adams Elementary	Yes
Spokane School District	Alternative Tamarack School	Yes
Spokane School District	Arlington Elementary	Yes
Spokane School District	Audubon Elementary	Yes
Spokane School District	Bemiss Elementary	Yes
Spokane School District	Browne Elementary	Yes
Spokane School District	Chase Middle School	Yes
Spokane School District	Cooper Elementary	Yes
Spokane School District	Finch Elementary	Yes
Spokane School District	Garfield Elementary	Yes
Spokane School District	Garry Middle School	Yes
Spokane School District	Glover Middle School	Yes
Spokane School District	Grant Elementary	Yes
Spokane School District	Holmes Elementary	Yes
Spokane School District	Lidgerwood Elementary	Yes
Spokane School District	Lincoln Heights Elementary	Yes
Spokane School District	Linwood Elementary	Yes
Spokane School District	Logan Elementary	Yes
Spokane School District	Longfellow Elementary	Yes
Spokane School District	Madison Elementary	Yes
Spokane School District	North Central High School	Yes
Spokane School District	On Track Academy	Yes
Spokane School District	Open Doors Youth Re-Engagement Spokane	Yes
Spokane School District	Pratt Academy	Yes
Spokane School District	Regal Elementary	Yes
Spokane School District	Ridgeview Elementary	Yes
Spokane School District	Rogers High School	Yes
Spokane School District	Roosevelt Elementary	Yes
Spokane School District	Salk Middle School	Yes
Spokane School District	SCCP Images	Yes
Spokane School District	Shadle Park High School	Yes
Spokane School District	Shaw Middle School	Yes
Spokane School District	Sheridan Elementary	Yes
Spokane School District	Stevens Elementary	Yes
Spokane School District	Westview Elementary	Yes
Spokane School District	Whitman Elementary	Yes
Spokane School District	Willard Elementary	Yes
Sprague School District	Sprague Elementary	Yes
Stanwood-Camano School District	Lincoln Academy	Yes
Steilacoom Hist. School District	Anderson Island Elementary	Yes
Steilacoom Hist. School District	Steilacoom PRIDE Academy	Yes
Stevenson-Carson School District	Carson Elementary	Yes
Stevenson-Carson School District	Stevenson Elementary	Yes
Stevenson-Carson School District	Wind River Middle School	Yes
Sultan School District	Gold Bar Elementary	Yes

Sultan School District	Sultan Elementary School	Yes
Sultan School District	Sultan Middle School	Yes
Summit Public School: Atlas	Summit Public School: Atlas	Yes
Summit Public School: Olympus	Summit Public School: Olympus	Yes
Summit Valley School District	Summit Valley School	Yes
Sumner School District	Daffodil Valley Elementary	Yes
Sunnyside School District	Chief Kamiakin Elementary School	Yes
Sunnyside School District	Harrison Middle School	Yes
Sunnyside School District	Outlook Elementary School	Yes
Sunnyside School District	Pioneer Elementary School	Yes
Sunnyside School District	SHS Graduation Alliance	Yes
Sunnyside School District	Sierra Vista Middle School	Yes
Sunnyside School District	Sun Valley Elementary	Yes
Sunnyside School District	Sunnyside High School	Yes
Sunnyside School District	Washington Elementary	Yes
Suquamish Tribal Education Department	Chief Kitsap Academy	Yes
Tacoma School District	Angelo Giaudrone Middle School	Yes
Tacoma School District	Arlington	Yes
Tacoma School District	Baker	Yes
Tacoma School District	Birney	Yes
Tacoma School District	Blix Elementary	Yes
Tacoma School District	Boze	Yes
Tacoma School District	Comm Based Trans Program	Yes
Tacoma School District	DeLong	Yes
Tacoma School District	Edison	Yes
Tacoma School District	Fawcett	Yes
Tacoma School District	Fern Hill	Yes
Tacoma School District	First Creek Middle School	Yes
Tacoma School District	Foss	Yes
Tacoma School District	Franklin	Yes
Tacoma School District	Gray	Yes
Tacoma School District	Helen B. Stafford Elementary	Yes
Tacoma School District	Jason Lee	Yes
Tacoma School District	Larchmont	Yes
Tacoma School District	Lincoln	Yes
Tacoma School District	Lister	Yes
Tacoma School District	Lyon	Yes
Tacoma School District	Manitou Park	Yes
Tacoma School District	Mann	Yes
Tacoma School District	McCarver	Yes
Tacoma School District	Mt Tahoma	Yes
Tacoma School District	Northeast Tacoma	Yes
Tacoma School District	Oakland High School	Yes
Tacoma School District	Pearl Street Center	Yes
Tacoma School District	Reed	Yes
Tacoma School District	Roosevelt	Yes
Tacoma School District	Sheridan	Yes

Tacoma School District	Skyline	Yes
Tacoma School District	Special Services	Yes
Tacoma School District	Stanley	Yes
Tacoma School District	Stewart	Yes
Tacoma School District	Truman	Yes
Tacoma School District	Wainwright	Yes
Tacoma School District	Whitman	Yes
Taholah School District	Taholah Elementary & Middle School	Yes
Taholah School District	Taholah High School	Yes
Tekoa School District	Tekoa Elementary School	Yes
Tekoa School District	Tekoa High School	Yes
Tenino School District	Parkside Elementary	Yes
Tenino School District	Tenino Middle School	Yes
Toledo School District	Cowlitz Prairie Academy	Yes
Toledo School District	Toledo Elementary School	Yes
Toledo School District	Toledo Middle School	Yes
Tonasket School District	Tonasket Choice High School	Yes
Tonasket School District	Tonasket Elementary School	Yes
Tonasket School District	Tonasket High School	Yes
Tonasket School District	Tonasket Middle School	Yes
Tonasket School District	Tonasket Outreach School	Yes
Toppenish School District	Computer Academy Toppenish High School	Yes
Toppenish School District	Garfield Elementary School	Yes
Toppenish School District	Kirkwood Elementary School	Yes
Toppenish School District	Lincoln Elementary School	Yes
Toppenish School District	Toppenish High School	Yes
Toppenish School District	Toppenish Middle School	Yes
Toppenish School District	Valley View Elementary	Yes
Touchet School District	Touchet Elem & High School	Yes
Tukwila School District	Cascade View Elementary	Yes
Tukwila School District	Foster Senior High School	Yes
Tukwila School District	Showalter Middle School	Yes
Tukwila School District	Thorndyke Elementary	Yes
Tukwila School District	Tukwila Elementary	Yes
Union Gap School District	Union Gap School	Yes
Valley School District	Paideia High School	Yes
Valley School District	Valley School	Yes
Vancouver School District	Discovery Middle School	Yes
Vancouver School District	Fir Grove Childrens Center	Yes
Vancouver School District	Fort Vancouver High School	Yes
Vancouver School District	Fruit Valley Elementary School	Yes
Vancouver School District	Gaiser Middle School	Yes
Vancouver School District	George C Marshall Elementary	Yes
Vancouver School District	Harney Elementary School	Yes
Vancouver School District	Harry S Truman Elementary School	Yes
Vancouver School District	Hazel Dell Elementary School	Yes
Vancouver School District	Hudson's Bay High School	Yes

Vancouver School District	Lincoln Elementary School	Yes
Vancouver School District	Martin Luther King Elementary	Yes
Vancouver School District	Mcloughlin Middle School	Yes
Vancouver School District	Minnehaha Elementary School	Yes
Vancouver School District	Open Doors Vancouver	Yes
Vancouver School District	Peter S Ogden Elementary	Yes
Vancouver School District	Roosevelt Elementary School	Yes
Vancouver School District	Sarah J Anderson Elementary	Yes
Vancouver School District	Vancouver Virtual Learning Academy	Yes
Vancouver School District	Walnut Grove Elementary	Yes
Vancouver School District	Washington Elementary	Yes
Vashon Island School District	Student Link	Yes
WA HE LUT Indian School Agency	Wa He Lut Indian School	Yes
Wahkiakum School District	Julius A Wendt Elementary/John C Thomas Middle Sch	Yes
Wahkiakum School District	Wahkiakum High School	Yes
Wahluke School District	Mattawa Elementary	Yes
Wahluke School District	Morris Schott Elementary	Yes
Wahluke School District	Saddle Mountain Elementary	Yes
Wahluke School District	Sentinel Tech Alt School	Yes
Wahluke School District	Wahluke High School	Yes
Wahluke School District	Wahluke Junior High	Yes
Waitsburg School District	Preston Hall Middle School	Yes
Waitsburg School District	Waitsburg Elementary School	Yes
Waitsburg School District	Waitsburg High School	Yes
Walla Walla Public Schools	Edison Elementary School - Walla Walla	Yes
Walla Walla Public Schools	Garrison Middle School	Yes
Walla Walla Public Schools	Green Park Elementary School	Yes
Walla Walla Public Schools	Lincoln High School	Yes
Walla Walla Public Schools	Pioneer Middle School	Yes
Walla Walla Public Schools	Sharpstein Elementary School	Yes
Walla Walla Public Schools	Walla Walla Open Doors	Yes
Wapato School District	Adams Elementary	Yes
Wapato School District	Camas Elementary	Yes
Wapato School District	Pace Alternative High School	Yes
Wapato School District	Satus Elementary	Yes
Wapato School District	Simcoe Elementary School	Yes
Wapato School District	Wapato High School	Yes
Wapato School District	Wapato Middle School	Yes
Warden School District	Warden Elementary	Yes
Warden School District	Warden High School	Yes
Warden School District	Warden Middle School	Yes
Washtucna School District	Washtucna Elementary/High School	Yes
Waterville School District	Waterville Elementary	Yes
Waterville School District	Waterville High School	Yes
Wellpinit School District	Wellpinit Elementary School	Yes
Wellpinit School District	Wellpinit High School	Yes
Wellpinit School District	Wellpinit Middle School	Yes

Wenatchee School District	Abraham Lincoln Elementary	Yes
Wenatchee School District	Columbia Elementary School	Yes
Wenatchee School District	Foothills Middle School	Yes
Wenatchee School District	John Newbery Elementary	Yes
Wenatchee School District	Mission View Elementary School	Yes
Wenatchee School District	Open Doors Re-Engagement Wenatchee	Yes
Wenatchee School District	Orchard Middle School	Yes
Wenatchee School District	Pioneer Middle School	Yes
Wenatchee School District	Wenatchee High School	Yes
Wenatchee School District	Westside High School	Yes
West Valley School District (Spokane)	Centennial Middle School	Yes
West Valley School District (Spokane)	Dishman Hills High School	Yes
West Valley School District (Spokane)	Ness Elementary	Yes
West Valley School District (Spokane)	Orchard Center Elementary	Yes
West Valley School District (Spokane)	Seth Woodard Elementary	Yes
West Valley School District (Spokane)	Spokane Valley High School	Yes
West Valley School District (Yakima)	Ahtanum Valley Elementary	Yes
West Valley School District (Yakima)	Mountainview Elementary	Yes
West Valley School District (Yakima)	Summitview Elementary	Yes
West Valley School District (Yakima)	West Valley Open Doors	Yes
West Valley School District (Yakima)	Wide Hollow Elementary	Yes
White Pass School District	White Pass Elementary School	Yes
White Pass School District	White Pass Jr. Sr. High School	Yes
White River School District	White River Reengagement Program	Yes
White Salmon Valley School District	White Salmon Academy	Yes
Wilson Creek School District	Wilson Creek Elementary	Yes
Wilson Creek School District	Wilson Creek High	Yes
Winlock School District	Winlock Middle School	Yes
Winlock School District	Winlock Miller Elementary	Yes
Winlock School District	Winlock Senior High	Yes
Winlock School District	Winolequa Learning Academy	Yes
Wishkah Valley School District	Wishkah Valley Elementary/High School	Yes
Wishram School District	Wishram High And Elementary Schl	Yes
Woodland School District	Columbia Elementary	Yes
Woodland School District	TEAM High School	Yes
Yakima School District	Adams Elementary School	Yes
Yakima School District	Barge-Lincoln Elementary School	Yes
Yakima School District	Davis High School	Yes
Yakima School District	Discovery Lab School	Yes
Yakima School District	Eisenhower High School	Yes
Yakima School District	Franklin Middle School	Yes
Yakima School District	Garfield Elementary School	Yes
Yakima School District	Gilbert Elementary School	Yes
Yakima School District	Hoover Elementary School	Yes
Yakima School District	Lewis & Clark Middle School	Yes
Yakima School District	Martin Luther King Jr Elementary	Yes
Yakima School District	Mcclure Elementary School Yakima	Yes

Yakima School District	Mckinley Elementary School	Yes
Yakima School District	Nob Hill Elementary School	Yes
Yakima School District	Ridgeview Elementary	Yes
Yakima School District	Robertson Elementary	Yes
Yakima School District	Roosevelt Elementary School	Yes
Yakima School District	Stanton Academy	Yes
Yakima School District	Washington Middle School	Yes
Yakima School District	Whitney Elementary Yakima	Yes
Yakima School District	Wilson Middle School	Yes
Yakima School District	Yakima Online	Yes
Yakima School District	Yakima Open Doors	Yes
Yakima School District	Yakima Satellite Alternative Programs	Yes
Yelm School District	Fort Stevens Elementary	Yes
Yelm School District	Yelm Extension School	Yes
Zillah School District	Hilton Elementary School	Yes
Zillah School District	Zillah High School	Yes
Zillah School District	Zillah Intermediate School	Yes
Zillah School District	Zillah Middle School	Yes

**EXHIBIT F**  
**CONTRACTOR INTAKE FORM**

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

## EXHIBIT G PROPOSAL CHECKLIST

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

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