

# Request for Proposals No. 2022-30

## Native Voices Arts Academy

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

**PRE-BID CONFERENCE:** 3:00 p.m., Pacific Time (PT) on February 2, 2022.

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

**ESTIMATED CONTRACT PERIOD:** July 1, 2022 – August 31, 2023. 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: 924-05 Educational Advisory Services; 924-16 Course Development Services, Instructional/Training; 924-18 Alternative Educational Services; 924-19 Educational Research 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).*



# Table of Contents

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

<b>B.19.    COMMITMENT OF FUNDS</b> .....	20
<b>B.20.    STATEWIDE VENDOR PAYMENT REGISTRATION</b> .....	20
<b>B.21.    INSURANCE COVERAGE</b> .....	20
<b>Section C.    PROPOSAL CONTENTS</b> .....	22
<b>C.1.    PROPOSAL OVERVIEW</b> .....	22
<b>C.2.    LETTER OF SUBMITTAL</b> .....	22
<b>C.3.    TECHNICAL PROPOSAL</b> .....	22
<b>C.4.    MANAGEMENT PROPOSAL</b> .....	23
<b>C.5.    COST PROPOSAL</b> .....	25
<b>Section D.    EVALUATION AND AWARD</b> .....	26
<b>D.1.    EVALUATION PROCEDURE</b> .....	26
<b>D.2.    EVALUATION WEIGHTING AND SCORING</b> .....	26
<b>D.3.    SCORING PREFERENCE RELATED TO POLYCHLORINATED BIPHENYLS</b> .....	26
<b>D.4.    REFERENCE CHECKS</b> .....	27
<b>D.5.    ORAL PRESENTATIONS</b> .....	27
<b>D.6.    SELECTION OF APPARENT SUCCESSFUL BIDDER</b> .....	27
<b>D.7.    NOTIFICATION TO BIDDERS</b> .....	28
<b>D.8.    DEBRIEFING OF UNSUCCESSFUL BIDDERS</b> .....	28
<b>D.9.    PROTEST PROCEDURE</b> .....	28
<b>Section E.    RFP EXHIBITS</b> .....	31
<b>EXHIBIT A</b> .....	32
<b>EXHIBIT B</b> .....	34
<b>EXHIBIT C</b> .....	36
<b>EXHIBIT E</b> .....	39
<b>EXHIBIT F</b> .....	44
<b>EXHIBIT G</b> .....	60
<b>EXHIBIT H</b> .....	62
<b>EXHIBIT I</b> .....	63
<b>EXHIBIT J</b> .....	64

## 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.

**American Indian and Alaska Native** – 1) a member of a federally recognized Indian tribe, band, or group, or a descendant in the first or second degree of any such member; 2) an Eskimo or Aleut or other Alaskan Native enrolled by the Secretary of the Interior pursuant to the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq); 3) a person who is considered by the Secretary of the Interior to be an Indian for any purpose; 4) a person who is determined to be an Indian under regulations promulgated by the Secretary of the Department of Health and Human Services. [American Indian and Alaskan Native” \(AI/AN Definition | Law Insider](#)

**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.

**Local Education Agency (LEA)** – a common school district, educational service district, or charter school established under chapter 28A.710 RCW.

**Migrant** – Moving across school district boundaries within the last 36 months to conduct agricultural (harvesting/gathering), fishing, or forestry-related activities for personal subsistence or employment.

**Migrant Education** – The Washington State [Migrant Education Program \(MEP\)](#), a federally funded program that is overseen by OSPI, regulated by Title I, Part C of the Elementary and Secondary Education Act (ESEA) that ensures that high-quality education programs and supplemental support services are available to migratory children.

**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.

**Since Time Immemorial: [Tribal Sovereignty in Washington State \(curriculum\)](#)** - Effective July 24, 2015, districts are required to incorporate lessons about the history, culture, and government of the nearest federally recognized Indian tribe or tribes when the district reviews or adopts its social studies curriculum (RCW 28A.320.170). The use of the place-based, inquiry-based free “Since Time Immemorial: Tribal Sovereignty in Washington State: curriculum satisfies this requirement. This is an on-line curriculum developed through the OSPI Office of Native Education and Title I Office.

**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.

**The Johnson- O’Malley Act (JOM)** – Authorizes the Secretary of the Interior, through the Bureau of Indian Education (BIE), to enter into contracts with Tribes, Tribal organizations, States, schools, and private non-sectarian organizations to address the education needs of Indian students.

**Title 25 Code of Federal Regulations (CFR) Part 273** – Education Contracts under the Johnson-O'Malley Act §273.1 - Purpose and scope (a) The purpose of the regulations in this part is to set forth the application and approval process for education contracts under the Johnson-O'Malley Act. Such contracts shall be for the purpose of financially assisting those efforts designed to meet the specialized and unique educational needs of eligible Indian students, including programs supplemental to the regular school program and school operational support, where such support is necessary to maintain established State educational standards.

**Title VI, Indian Education Programs** – Designed to address the unique cultural, language, and educationally-related academic needs of American Indian and Alaska Native (AI/AN) students, including preschool children, who are:

1. A member of an Indian tribe or band, as membership is defined by the Indian tribe or band, including any tribe or band terminated since 1940, and any tribe or band recognized by the State in which the tribe or band resides;
2. A descendant of a parent or grandparent who meets the requirements described in paragraph of this definition;
3. Considered by the Secretary of the Interior to be an Indian for any purpose;
4. An Eskimo, Aleut, or other Alaska Native; or

5. A member of an organized Indian group that received a grant under the Indian Education Act of 1988 as it was in effect on October 19, 1994.

**Tribal sovereignty** – Native American Tribes possess sovereignty and jurisdiction over their members and their territory. Sovereignty means that Tribes exercise powers of self-governance, make and enforce laws, and establish courts and other forums for resolution of disputes. The sovereignty that Native American Tribes possess is inherent which means that it comes from within the tribe itself and existed before the establishment of the United States government. Federal law recognizes the sovereign status of Indian Tribes, and Tribal sovereignty is further defined by the unique relationship of the Tribes to the United States. In addition to inherent sovereignty, Tribal governments also exercise authority delegated by Congress. Tribal governments possess sovereignty and jurisdiction in education regardless of where their students are enrolled.

Source: [moawithsignatureandsbememo.pdf \(www.k12.wa.us\)](http://www.k12.wa.us) and *First Peoples' First Language, Culture, and Oral Traditions Committee*

**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.

**WA State Federally Recognized Tribes** – "Federally recognized," means these tribes and groups have a special, legal relationship with the U.S. government. This relationship is referred to as a government-to-government relationship. Members of Federally recognized Tribes who do not reside on their reservations have limited relations with the Bureau of Indian Affairs (BIA) and Indian Health Service (IHS), since BIA and IHS programs are primarily administered for members of Federally recognized tribes who live on or near reservations.

Source: Governor's Office on Indian Affairs - [Frequently Asked Questions | GOIA \(wa.gov\)](http://www.goia.wa.gov)

**WEBS** – Washington's Electronic Business Solution, the Consultant notification system found at [Washington Electronic Business Solution \(WEBS\) Procurement website](http://www.wa.gov) and maintained by the Washington State Department of Enterprise Services.

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

The Office of Superintendent of Public Instruction (OSPI) is initiating this Request for Proposals (RFP) to solicit proposals from Consultants interested in participating with Native Voices Arts Academy.

The goal of Native Voices Arts Academy (NVAA) is to create a cultural experience grounded in a range of arts disciplines for middle school (grades 6-8) American Indian and Alaska Native students, whose treaty-protected, migratory lifeways qualifies for the Title I, Part C Migrant Education Program. The program seeks to honor and enhance the students' heritage and skills through Native ways of learning while promoting academic learning in math, English/language

arts, science, social studies, and the arts integrating the *Since Time Immemorial* and/or tribally developed history and sovereignty curriculum.

### **A.3. BACKGROUND**

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

The Native Voices Arts Academy (NVAA) project is supported by federal funds through the Migrant Education Program (Title I, Part C) at OSPI. NVAA is a collaborative effort with the Migrant Education, Native Education, and The Arts at OSPI. Critical to the planning, development, and facilitation of NVAA is the development and partnership with a Leadership Team which includes statewide representation of elders, teaching artists and educators from several different Tribes to consult and collaborate in the design and coordination of the project. NVAA has been operating as a pilot project for four school years – 2018-19, 2019-20, 2020-21, and 2021-22.

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

**Objective:** Native Voices Arts Academy (NVAA) seeks to engage middle school Native American students (migratory qualified) and their teachers with a cultural experience grounded in a range of arts disciplines while promoting academic learning in math, English language arts (ELA), science, social studies, and the arts integrating the *Since Time Immemorial* and/or tribally developed history and sovereignty curriculum, and serve at least eighty (80) students and at least twenty (20) educators.

#### **A. Scope of Work:**

In order to produce a Native Voices Arts Academy, the Contractor will:

- 1) Support and provide expertise in the development and implementation of effective curriculum and instruction specific to meeting the unique needs of migrant-education qualified Native American learners.
- 2) Facilitate regular (at least monthly) meetings with OSPI program staff to support the development and coordination of NVAA project elements.
- 3) Engage in statewide recruitment and coordination of at least eighty (80) qualified students and at least twenty (20) educators for project participation (from at least twelve (12) LEAs and State-Tribal Education Compact schools).

- 4) Establish a leadership team with local tribal communities to collaborate in the design and coordination of the project.
- 5) Develop a three- (3-) year progression of student learning and educator professional learning experiences centered on traditional indigenous lifeways aligned with arts learning standards, cultural understanding and core instruction in math, ELA, science, and social studies through integrating *Since Time Immemorial* and/or tribally developed history and sovereignty curriculum.
  - a) Student learning includes:
    - i) Standards aligned, arts-infused lessons/curriculum and assessment that integrates the *Since Time Immemorial* and tribally-specific histories and teachings.
      - (1) Educational units/lessons must include strategies for accommodations of a variety of student needs, including students with disabilities.
      - (2) All student learning materials and resources shall be produced in format, compliant with the Americans With Disabilities Act and follow the [Web Content Accessibility Guidelines \(WCAG\) 2.0](#), OSPI's formatting standard specified in Exhibit I – OSPI Americans with Disabilities Act Compliance: Graphics and Colors, and [OSPI's Style Guide](#).
    - ii) Student engagement and learning experiences.
    - iii) Community (parent/guardian, family) engagement and partnership.
    - iv) Contractor must provide art supplies and materials needed for the student learning
  - b) Educator professional learning includes:
    - i) Student learning materials shall have an accompanying set of teacher professional learning resources:
      - (1) Standards aligned, arts-infused lesson development and assessment that integrates the *Since Time Immemorial* and tribally-specific histories and teachings.
      - (2) Student engagement and learning experiences.
      - (3) Community (parent/guardian, family) engagement and partnership.
    - ii) Culturally responsive and inclusive instructional practices in all professional learning materials and sessions that particularly address mobile student populations, students learning English, and students with disabilities.
      - (1) Include participant reflection, feedback tools and mechanisms to evaluate program impact in alignment with the [Areas of Opportunity](#) for migrant students.
    - iii) Contractor must provide art supplies and materials needed for the professional learning.

- c) Design, develop, and implement a plan to provide ongoing, job-embedded support to participating educators.
  - (1) Provide 1:1 supports to participating educators either virtual or face-to-face for the effective implementation of student learning programs.
    - (a) Educators' implementation support shall include strategies for accommodations of a variety of student needs, including students with disabilities.
  - (2) Provide participating educators with strategies and supports to continue student engagement with arts infused learning throughout the school year.
    - (a) Educators shall engage with families and communities through coordinated activities with schools to develop community (parent/guardian, family, Tribal) engagement and partnership.
  - (3) Coordinate with school administration to observe teachers' classes and student learning.
  
- 6) Provide Program Evaluation and Reporting
  - a) Quarterly progress report and evaluation shall include data, narrative and comments from all stakeholders, participating students, and staff reflective of the [Areas of Opportunity](#) and academic learning for American Indian and Alaska Native students (whose treaty-protected, migratory lifeways qualifies for the Title I, Part C Migrant Education Program) to determine progress, any challenges, course corrections, and other project elements.
  - b) Annual Summative Report that reflects planning and implementation of each component of the program. Evaluation tools should include educator feedback, staff reflection, parent and student feedback, and final copies of all developed materials including lessons.
  - c) Other reporting: provide data and other project information as requested by OSPI.

<b>Deliverable</b>	<b>Due Date</b>
Update meetings with OSPI Staff	Last week of each month
Progress reports	Q1: October 15, 2022 Q2: January 15, 2023 Q3: April 15, 2023 Q4: July 15, 2023
Professional Development Design & Implementation Structure	September 15, 2022
Communications Plan	Monthly - during update meetings
Summative Report	July 15, 2023

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

## **A.5. BIDDER QUALIFICATIONS**

### **Minimum Qualifications:**

Licensed to do business in the State of Washington. If not licensed, provide a written intent to become licensed in Washington within thirty (30) calendar days of being selected as the Apparent Successful Bidder.

- Experience working with mobile student populations.
- Ability to develop, coordinate, facilitate, and evaluate progressively complex learning for students, and classroom educators over a three-year period in consultation with OSPI staff.
- Experience with arts and cultural teaching and learning that integrates other content areas (e.g. math, science, English Language Arts).
- Experience working with public education schools and districts.
- Experience developing culturally responsive services and programs in collaboration with sovereign tribal nations, tribal communities, tribal schools, and Native American families.
- Ability to provide necessary professional learning/training to all project staff.

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 working with Tribally led arts and cultural organizations.
- Experience working with Native American tribal communities, families, and students in educational settings.
- Experience working with districts that serve Native American learners and families in urban, suburban, rural, State-Tribal Education Compact schools, and reservation-based communities.
- Experience working with educators (school-based and community-based) who serve Native American tribal students, families, and communities.
- Knowledge of Native American culture, traditions, and protocols.
- Ability to teach mathematics, English Language Arts, and science concepts through art.
- Knowledge of the migratory lifestyle and treaty-protected lifeways.
- Knowledge of learning standards in the arts, math, science, social studies, and English Language arts.

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

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about July 1, 2022, and end on or about August 31, 2023. 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 three (3) years additional contract years through 2026. 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 budgeted an amount not to exceed seven hundred twenty-five thousand nine hundred dollars (\$725,900) for this project. Costs may be broken down into the following categories:

- Art supplies and Materials
- Leadership Team
- Program Administration
- Student Program
- On-going Professional Learning
- Program Evaluation

Proposals in excess of the total amount will be rejected as non-responsive and will not be evaluated. OSPI reserves the right to revise the individual budget items.

Any applicable mileage, meals, lodging, or other travel-related expenses must be embedded within the delivery of services (one of the categories listed above).

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

One hundred (100%) of the funds proposed for this project will be funded using Federal money provided by Catalog of Federal Domestic Assistance number 84.011 (Award S011A200048). The selected contractor must therefore comply with Federal Grant Terms and Conditions included in, but not limited to Exhibit A – Federal Grants Terms and Conditions.

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

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

## Section B. GENERAL INFORMATION FOR BIDDERS

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### 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	January 21, 2021
2.	Letter of intent due ( <i>recommended</i> )	January 28, 2022
3.	Question and Answer period	February – March 2022
4.	OSPI hosts Pre-bid Conference	February 2, 2022
5.	Last date for questions regarding RFP	March 2, 2022
6.	Complaints due	March 2, 2022
7.	OSPI posts final Question and Answer Addendum or Amendment (if necessary)	March 3, 2022
8.	Proposals due	March 9, 2022
9.	OSPI conducts evaluation of written proposals	March 10-21, 2022
10.	OSPI conducts oral interviews with finalists (if determined necessary by OSPI)	March 22-25, 2022

<b>11.</b>	OSPI announces “Apparent Successful Bidder” and sends notification to unsuccessful Bidder(s)	April 11, 2022
<b>12.</b>	OSPI conducts debriefing conferences (if requested)	As requested, per debriefing instructions
<b>13.</b>	Contract negotiation begins	April 12, 2022
<b>14.</b>	Anticipated contract start date	July 1, 2022

OSPI reserves the right to revise the above schedule.

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

It is recommended that Consultants intending to submit a proposal provide a Letter of Intent to propose no later than 3:00 p.m. PT on January 28, 2022. The letter must be submitted via email to the RFP Coordinator.

#### **B.5. PRE-BID CONFERENCE**

**A pre-bid conference is scheduled to be held on February 2, 2022, at 3:00 – 4:00 p.m. PT. The pre-bid conference will be held virtually: <https://us02web.zoom.us/j/81184917891>.**

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

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

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

#### **B.6. 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.7. SUBMISSION OF PROPOSALS**

Consultants shall submit proposals as an attachment to an email to the RFP Coordinator noted in Section B.1. **Proposals must arrive by 3:00 p.m. PT on March 9, 2022.** The RFP number must be noted in the email subject line. Attachments to the email shall be Microsoft Word format or in Portable Document Format (PDF). Zipped files may be received by OSPI and can be used for submission of proposals. 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.8. 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.9. 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.10. SMALL BUSINESS, MINORITY & WOMEN'S BUSINESS ENTERPRISES (MWBE), AND VETERAN-OWNED BUSINESS PARTICIPATION**

In accordance with the legislative findings and policies set forth in chapter [39.19 RCW](#), the State of Washington encourages participation in all of its contracts by firms certified by the Office of

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

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

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

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

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

### **B.11. 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.12. ACCEPTANCE PERIOD**

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

### **B.13. 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.14. 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.15. 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.16. 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.17. 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.18. 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.19. 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.20. 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.21. 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 certifications, as applicable
2. Technical Proposal
3. Management Proposal
4. Cost Proposal

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

### C.2. LETTER OF SUBMITTAL

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

### C.3. TECHNICAL PROPOSAL

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

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

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

**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**

- Outline a proposal for minimizing staff turnover and its impact on the Agency's contract management staff.
- Provide a business continuation plan that illustrates how you will monitor and manage through times of labor disruption, loss of facility, and/or key staff/personnel.

**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.

**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, distributed among the following categories. These categories shall include all travel, subcontract, and administrative costs. Consultants are required to collect and pay Washington State sales tax, if applicable.

Category	Proposed Cost
Art Supplies and Materials	
Leadership Team	
Program Administration	
Student Program	
On-going Professional Learning	
Program Evaluation	

**C.5.ii. 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.iii. 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 Contracts	Federal Contracts
School Districts	State recovery rate	Federal indirect rates, per OSPI’s agreement with the U.S. Department of Education
Educational Service Districts	Per annual letter of agreement by K-12 Financial Resources Division	Per annual letter of agreement by K-12 Financial Resources Division
All other entities (including higher education, non-profits, independent consultants, etc.)	10%	10%

## Section D. EVALUATION AND AWARD

### D.1. EVALUATION PROCEDURE

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

### D.2. EVALUATION 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	40 points
Experience of the Consultant	20 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
PCB Preference Points	12 points
<b>GRAND TOTAL FOR PROPOSAL</b>	<b>252 points</b>

### D.3. SCORING PREFERENCE RELATED TO POLYCHLORINATED BIPHENYLS

Polychlorinated biphenyls, commonly known as PCBs, have adverse effects on human health and the environment. Accordingly, the State of Washington through its procurements of goods is trying to minimize the purchase of products with PCBs and to incentivize its vendors to sell products and products in packaging without them.

A preference of 5% will be given to bidders who provide evidence that the product(s), including product packaging, identified for PCBs testing in Exhibit D, pursuant to RCW 39.26.280 that do not contain PCBs. In the event products and/or product packaging are tested, and no products or product packaging contain zero PCBs, a preference of 5% will be given to bidders who provide evidence that the products and/or product packaging, identified for PCBs testing in Exhibit D, Polychlorinated Biphenyls Certification contain the least amount of PCBs. The method for testing products and/or packaging for PCBs must be per the [U.S. Environmental Protection Agency \(EPA\) Analytical Method 1668c](#), which typically takes fifteen (15) days to process.

Once the contract is awarded, Consultant shall ensure the product or products maintain the same levels of PCBs throughout the term of the contract.

#### **D.4. 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.5. 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.6. 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.7. NOTIFICATION TO BIDDERS**

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

## **D.8. 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.9. 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** COVID-19 Vaccination Certification
- Exhibit C** Qualification Affirmations
- Exhibit D** Polychlorinated Biphenyls Certification
- Exhibit E** Sample Contract
- Exhibit F** General Terms and Conditions
- Exhibit G** Federal Grant Terms and Conditions
- Exhibit H** OSPI Americans with Disabilities Act Compliance: Graphics and Colors
- Exhibit I** Contractor Intake Form
- Exhibit J** 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

### COVID-19 VACCINATION CERTIFICATION

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

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

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

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

OR

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

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

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

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

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

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

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

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

## EXHIBIT C QUALIFICATION AFFIRMATIONS

<b>CONSULTANT INFORMATION</b>	
<b>Bidder:</b>	

<b>MINIMUM QUALIFICATIONS</b>
<p><i>Please check all boxes that apply.</i></p> <ul style="list-style-type: none"> <li><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.</li> <li><input type="checkbox"/> Experience working with mobile student populations.</li> <li><input type="checkbox"/> Understanding of migratory lifestyle.</li> <li><input type="checkbox"/> Ability to develop, coordinate, facilitate and evaluate progressively complex learning for students, and classroom educators over a three-year period in consultation with OSPI staff.</li> <li><input type="checkbox"/> Experience with arts and cultural teaching and learning that integrates other content areas (e.g. math, science, English Language Arts).</li> <li><input type="checkbox"/> Experience working in Washington schools and districts.</li> <li><input type="checkbox"/> Experience developing culturally responsive services and programs in collaboration with sovereign tribal nations, tribal communities, tribal schools, and Native American families.</li> <li><input type="checkbox"/> Ability to provide necessary professional learning/training to all project staff.</li> </ul>

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.

<b>ADDITIONAL DESIRED QUALIFICATIONS</b>
<p><i>Please check all boxes that apply.</i></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Tribally led arts and cultural organizations.</li> <li><input type="checkbox"/> Experience working with Native American tribal communities, families, and students in educational settings.</li> <li><input type="checkbox"/> Experience working with districts that serve Native American learners and families in urban, suburban, rural, State-Tribal Education Compact schools, and reservation-based communities.</li> <li><input type="checkbox"/> Experience working with educators (school-based and community-based) who serve Native American tribal students, families, and communities.</li> <li><input type="checkbox"/> Knowledge of Native American culture, traditions, and protocols.</li> <li><input type="checkbox"/> Ability to teach mathematics, English Language Arts, and science concepts through art.</li> <li><input type="checkbox"/> Knowledge of the migratory lifestyle and treaty-protected lifeways.</li> <li><input type="checkbox"/> Knowledge of learning standards in the arts, math, science, social studies, and English Language arts.</li> </ul>

***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 E**  
**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:

To create a cultural experience grounded in a range of arts disciplines for middle school (grades 6-8) American Indian and Alaska Native students, whose treaty-protected, migratory lifeways qualifies for the Title I, Part C Migrant Education Program. The program seeks to honor and enhance the students' heritage and skills through Native ways of learning while promoting academic learning in math, English/language arts, science, social studies, and the arts integrating the *Since Time Immemorial* and/or tribally developed history and sovereignty curriculum.

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

**>SCOPE OF WORK<**

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

**>DELIVERABLES<**

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

- D. Polychlorinated Biphenyl Warranty: Contractor represents and warrants that, during the term of this Contract, for any product(s) or product(s) in packaging for which Contractor sought and was awarded a purchasing preference pursuant to RCW 39.26.280 and Washington State Procurement Policy, such product(s) or product(s) in packaging shall meet or exceed the testing limitations that enabled Contractor to be awarded such preference. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Agency may suspend or terminate this Contract. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

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

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

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

**>START DATE<**, or date of execution, whichever is later, through **>START DATE<**.

Superintendent has the right to renew this Contract in whole or in part for three (3) years additional contract years through 2026 by giving notice to the Contractor. If Superintendent provides such notice to the Contractor, the Contractor shall be obligated to enter into a contract with the same fiscal obligations as the previous Contract year, provided that Superintendent and Contractor shall negotiate any revision of additional services or goals beyond those encompassed in the previous Contract.

### III. DUTIES OF THE SUPERINTENDENT

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

Funds for the payment of this Contract are provided by federal program therefore, Contractor shall comply with Federal Grant Terms and Conditions, attached hereto as Attachment A1.

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

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

[Schedule of payments may be included here.] or

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

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

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

#### IV. CONTRACT MANAGEMENT

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

<b>Contractor</b>	<b>Superintendent</b>
[Contract Manager's Name]	[Contract Manager's Name]
[Contract Manager's Title]	[Contract Manager's Title]
[Contract Manager's Address]	Old Capitol Building, PO Box 47200 Olympia, WA 98504-7200
Phone: ( ) -	Phone: ( ) -
Email: [Contract Manager's Email Address]	Email: [Contract Manager's Email Address]

#### V. INCORPORATION OF ATTACHMENTS AND ORDER OF PRECEDENCE

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

- Applicable Federal and state of Washington statutes and regulations
- Special Terms and Conditions as contained in this basic contract instrument
- Attachment A – Contract for Services, General Terms and Conditions
- Attachment 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 OR a person duly qualified and authorized to bind the Contractor so identified to the foregoing Agreement.

Approved as to FORM ONLY  
by the Assistant Attorney General

Non-profit organization?  yes\*  no

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

**SAMPLE**  
**DO NOT SIGN**

## EXHIBIT F

### GENERAL TERMS AND CONDITIONS

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

approval of Superintendent, so long as the revision is no more than ten percent (10%) of the original line item amount and the increase in an amount is offset by a decrease in one or more other amounts equal to or greater than the increase. All other budget revisions exceeding ten percent (10%) shall only be made with the prior written approval of the Superintendent.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**25. Insurance.**

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

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

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

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

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

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

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

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

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

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

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

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

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

- e. **Additional Insured.** The State of Washington, Office of Superintendent of Public Instruction, shall be specifically named as an additional insured on all policies except for liability insurance on privately-owned vehicles, and all policies shall be primary to any other valid and collectible insurance. The Superintendent may waive this requirement at its discretion. Policies and certificates of insurance shall include the contract reference number.
  
- f. **Proof of Insurance.** Certificates and or evidence satisfactory to the Superintendent confirming the existence, terms and conditions of all insurance required above shall be delivered to the Superintendent within five (5) days of the Contractor's receipt of Authorization to Proceed.
  
- g. **General Insurance Requirements.** Contractor shall, at all times during the term of the Contract and at its cost and expense, buy and maintain insurance of the types and amounts listed above. Failure to buy and maintain the required insurance may result in the termination of the Contract at the Superintendent's option. By requiring insurance herein, Superintendent does not represent that coverage and limits will be adequate to protect Contractor and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the Superintendent in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor acknowledges it is required to comply with WaTech OCIO IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets. OCIO IT Security Standard 141.10, Securing Information Technology Assets, applies to all Superintendent assets stored as part of a service, application, data, system, portal, module, components or plug-in product(s) that are secured as defined by the WaTech OCIO's IT

Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets.

As part of OCIO IT Security Standard 141.10, a design review checklist and/or other action may be required. These activities will be managed and coordinated between Superintendent and the Contractor. Any related costs to performing these activities shall be at the expense of the Contractor. Any such activities and resulting checklist and/or other products must be shared with the Superintendent's Information Technology Services.

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

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

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

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

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

The Superintendent shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the Superintendent and the amount agreed

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

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

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

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

the possession of the Contractor and in which the Superintendent has or may acquire an interest.

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

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

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

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

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

**46. Waiver.** A failure by either party 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 G**

### **FEDERAL GRANT TERMS AND CONDITIONS**

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

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

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

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

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

- Before deciding to use grant funds to attend or host a meeting or conference, a grantee should:
  - Ensure that attending or hosting a conference or meeting is consistent with its approved application and is reasonable and necessary to achieve the goals and objectives of the grant;
  - Ensure that the primary purpose of the meeting or conference is to disseminate technical information, (e.g., provide information on specific programmatic requirements, best practices in a particular field, or theoretical, empirical, or methodological advances made in a particular field; conduct training or professional development; plan/coordinate the work being done under the grant); and
  - Consider whether there are more effective or efficient alternatives that can accomplish the desired results at a lower cost, for example, using webinars or video conferencing.
- Grantees must follow all applicable statutory and regulatory requirements in determining whether costs are reasonable and necessary, especially the Cost Principles for Federal grants set out at 2 CFR Part 200 Subpart E of the, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." In particular, remember that:
  - Federal grant funds cannot be used to pay for alcoholic beverages; and
  - Federal grant funds cannot be used to pay for entertainment, which includes costs for amusement, diversion, and social activities.

- Grant funds may be used to pay for the costs of attending a conference. Specifically, Federal grant funds may be used to pay for conference fees and travel expenses (transportation, per diem, and lodging) of grantee employees, consultants, or experts to attend a conference or meeting if those expenses are reasonable and necessary to achieve the purposes of the grant.
  - When planning to use grant funds for attending a meeting or conference, grantees should consider how many people should attend the meeting or conference on their behalf. The number of attendees should be reasonable and necessary to accomplish the goals and objectives of the grant.
- A grantee hosting a meeting or conference may not use grant funds to pay for food for conference attendees unless doing so is necessary to accomplish legitimate meeting or conference business.
  - A working lunch is an example of a cost for food that might be allowable under a Federal grant if attendance at the lunch is needed to ensure the full participation by conference attendees in essential discussions and speeches concerning the purpose of the conference and to achieve the goals and objectives of the project.
- A meeting or conference hosted by a grantee and charged to a Department grant must not be promoted as a U.S. Department of Education conference. This means that the seal of the U.S. Department of Education must not be used on conference materials or signage without Department approval.
  - All meeting or conference materials paid for with grant funds must include appropriate disclaimers, such as the following:  
The contents of this (insert type of publication; e.g., book, report, film) were developed under a grant from the Department of Education. However, those contents do not necessarily represent the policy of the Department of Education, and you should not assume endorsement by the Federal Government.
- Grantees are strongly encouraged to contact their project officer with any questions or concerns about whether using grant funds for a meeting or conference is allowable prior to committing grant funds for such purposes.
  - A short conversation could help avoid a costly and embarrassing mistake.

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

**EXHIBIT H**  
**OSPI AMERICANS WITH DISABILITIES ACT COMPLIANCE: GRAPHICS AND COLORS**

**EXHIBIT I**  
**CONTRACTOR INTAKE FORM**

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

## EXHIBIT J 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 Download an editable version from <a href="#">OSPI's website</a>
<input type="checkbox"/>	COVID-19 Vaccination Certification Download an editable version from <a href="#">OSPI's website</a>
<input type="checkbox"/>	Polychlorinated Biphenyls Certification Download an editable version from <a href="#">OSPI's website</a>
<input type="checkbox"/>	Contractor Intake Form 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"/>	Business Enterprise Certification Form, 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> .