

Request for Proposals No. 2024-01 Highschool and Beyond Plan Platform

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

PRE-BID CONFERENCE: 1:00 p.m., Pacific Time (PT) on August 30, 2023

PROPOSAL DUE DATE: 3:00 p.m., Pacific Time (PT) on October 1, 2023

ESTIMATED CONTRACT PERIOD: June 1, 2024, through June 30, 2025. 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

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: 206-25: Computer Systems, Digital; 208-21: Business Intelligence Software; 208-31: Course Evaluation Software; 208-43: Educational Computer Software; 209-12: Application Software; 209-38: Database Software; 918-71: IT Consulting Services; 918-29: Computer Software Consulting; 918-30: Computer Network Consulting; 920-03: Application Service Provider; 920-14: Application Software; 920-05: Application, Infrastructure, Hosting and Cloud Computing Services; 920-40: Computer Programming Services; 924-05: Educational Advisory Services; 967-28: Computer Software Manufacturing 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.



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Section A. INTRODUCTION

A.1. DEFINITIONS

Definitions for the purposes of this RFP include:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RCW – The Revised Code of Washington.

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

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

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

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

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

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

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

A.2. PURPOSE OF REQUEST FOR QUALIFICATIONS

The Office of Superintendent of Public Instruction (OSPI) is initiating this Request for Proposals (RFP) to solicit proposals from Consultants interested in participating on a project to build a universal online high school and beyond plan platform that is flexible, portable and expandable, that can be readily accessed by students, parents, teachers and others who support academic progress that will alleviate equity issues and create new opportunities for students to develop and curate plans that align with their needs and interests.

A list of qualified bidders who wish to be considered for selection as the vendor to complete this project must be submitted by OSPI to the governor and the education policy and fiscal committees of the legislature by January 1, 2024. By May of 2024, OSPI will identify the Apparent Successful Bidder, and will begin contract negotiation for an anticipated contract start date of June 1, 2024.

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.

High School and Beyond Plan

The Washington State Legislature has mandated that each student is required to have a High School & Beyond Plan (HSBP) to graduate. Creating and referring to the HSBP helps students determine what they want to do after high school and prepares them for college or a career. Every year, students can update their plan based on their test scores, the high school classes they've taken and that remain available to them, and their progress toward their goals. Additionally, students can revise their plan as they change their minds, exceed or fail to meet their progress goals, or decide to work towards a different goal.

The HSBP focuses on three questions: Who am I? What can I become? How do I become that? Its goal is to help all students get the most out of high school and think about their future. In 7th grade students begin their plan by taking a Career Interest Inventory to inform their 8th grade classes and keep revising their plan through 12th grade. They'll work with their school counselor, advisor, or teachers to make a personalized plan and update it every year based on their interests and plans after high school. This could include going to a four-year college or university, a two-year community or technical college, an apprenticeship program, military training or straight into the workforce.

The HSBP has five required components:

1. Identification of career goals, aided by a skills and career interest inventory.
2. Identification of educational goals.
3. A course taking plan that:
 - fulfills state and local graduation requirements,
 - aligns with the student's career and educational goals,
 - includes options for advanced coursework, and
 - documents chosen Graduation Pathway(s)
4. A current résumé or activity log.
5. Evidence that the student has received information on state and federal financial aid programs that help pay for college.

A.4. OBJECTIVE AND SCOPE OF WORK

A. Objective:

During its 2023 session, the Washington State Legislature revised its vision of HSBP and set goals for OSPI, Educational Service Districts (ESDs), and Districts to fulfill to meet its requirements. The Legislature noted that the practices and technologies that school districts employ for facilitating HSBPs vary significantly, which can create inequities for students and families, and do not reflect the legislature's vision for the role of the HSBP in promoting student success in secondary and postsecondary endeavors. OSPI has therefore been tasked with this project to facilitate the transition to a universal online HSBP platform to guide students' secondary education experiences and ensure preparation for their postsecondary goals.

B. Scope of Work:

Functional requirements are the specific capabilities and features that a software system or technology solution must have to meet the needs of a business or organization. These requirements define what the system must do, how it must do it, and what outcomes it must produce. Functional requirements typically relate to business processes and operations, such as data management, workflow automation, user interactions, and reporting. They are critical to ensuring that the technology solution meets the business needs and can perform the required tasks efficiently and effectively.

The functional requirements specified in Exhibit I were extracted from the relevant sections of 28A.230 RCW: COMPULSORY COURSEWORK AND ACTIVITIES.

Business rules are a set of guidelines and standards that define how a business operates and makes decisions and ensures consistency and accuracy. Business rules can cover a wide range of topics, including customer interactions, employee behavior, data management, and regulatory compliance. They ensure that all stakeholders understand and follow the same rules and procedures.

The business rules specified in Exhibit I originate in the from the relevant sections of 28A.230 RCW: COMPULSORY COURSEWORK AND ACTIVITIES.

User Stories, or Non-functional requirements, specified in Exhibit I are the characteristics and qualities that a software system or technology solution must possess, in addition to its core functionality, to meet the needs of a business or organization. These requirements relate to aspects such as performance, security, reliability, usability, and scalability, and are typically concerned with how the system operates, rather than what it does. Non-functional requirements are critical to ensuring that the technology solution can perform its required tasks in a way that is efficient, effective, and reliable, and can meet the needs of the business over the long term.

1. Security: The system must have strong security measures to prevent unauthorized access, data breaches, and other cyber threats. The security measures should include SSL encryption, password protection, multi-factor authentication, firewalls, intrusion detection, and prevention systems, among others.
2. Scalability: The system must be scalable to handle large volumes of traffic and users without performance degradation. The system should be able to handle peak loads and scale up or down as needed.
3. Availability: The system must be highly available and reliable. The system should have a high uptime percentage and be able to recover quickly from failures, ensuring that the system is always accessible to users.
4. Performance: The system must have fast response times and load times, ensuring that users can access the system quickly and efficiently. The system should have low latency, high throughput, and efficient use of resources.
5. Usability: The system must be user-friendly and intuitive to use. The system should be accessible to all users, including those with disabilities, and comply with web accessibility standards.
6. Compatibility: The system must be compatible with multiple web browsers, operating systems, and devices. The system should also comply with web standards and guidelines, such as HTML, CSS, and JavaScript.
7. Maintainability: The system must be easy to maintain and update. The system should have a clear architecture and design, use standard coding practices, and have comprehensive documentation. The vendor should be willing to work

closely with the business throughout the development process to adapt to changing requirements.

8. Supportability: The system must be supported by the vendor or service provider. The vendor should provide timely support, maintenance, and updates, ensuring that the system remains secure, reliable, and functional.
9. Compliance: The system must comply with relevant laws, regulations, and industry standards, such as data privacy laws, accessibility standards, and security regulations.
10. Performance monitoring: The system must have performance monitoring and logging capabilities. The system should be able to track user activity, system performance, and errors, providing insight into the system's performance and identifying areas for improvement.

Contractor Performance desired enhancements specified in Exhibit I are necessary for collaboration on OSPI's mandate to "develop guidance and provide technical assistance and support for the facilitation of statewide professional development for school districts and partner organizations in using the universal platform", as well as collaboration with the customer to build the required recommendations for additional policy changes, and collaboration with the State Board of Education to increase access to mastery-based crediting opportunities, related to platform functionality.

All documents, videos, audio records, presentations, or other deliverables required under this Contract shall be produced in format, compliant with the Americans With Disabilities Act and follow the [Web Content Accessibility Guidelines \(WCAG\) 2.0](#), OSPI's formatting standard specified in Attachment F – OSPI Americans with Disabilities Act Compliance: Graphics and Colors, [OSPI's Brand Use Policy](#), [OSPI's Style Guide](#), and [OSPI's Videography Style Guide](#), which are hereby incorporated by this reference. For narrative or documentary style videos required under this Contract, the final product and all raw footage shall be mailed to the OSPI Communication and Digital Media office on a hard drive furnished by the contractor. In the event that the deliverables are not compliant, OSPI may require Contractor to promptly make modifications that will make the deliverables compliant. Additionally, OSPI shall have the right to modify or copy the deliverables in order to make them accessible and/or compliant.

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.
- Demonstrated experience developing systems that monitor system usage and provide reporting and analysis tools.
- Demonstrated experience developing systems that are in compliance with data privacy laws such as GDPR or CCPA and security regulations such as PCI DSS, HIPAA, or FERPA.
- Demonstrated experience developing systems that are compatible with the latest internet browsers, mobile operating systems, and desktop applications.

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 using technology that can be adapted to include future statutory changes, administrative changes, or both, to improve the features and functionality of the universal platform.
- Experience developing and providing synchronous and asynchronous training to system user groups.
- Ability to collaborate with the State Board of Education to increase access to mastery-based crediting opportunities related to the platform functionality.
- Ability to collaborate with various user groups to develop guidance and provide technical assistance in using the universal platform.
- Experience ensuring data transferability with other student information systems and electronic platforms.

A.6. PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about June 1, 2024, and end on or about June 30, 2025. 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 and extend the contract in whole or in part for four (4) additional contract years through 2029. Decision to amend shall be based on sustained satisfactory performance as decided by the Contract Manager, successful completion of project objectives, and availability of funding. If OSPI provides a renewal notice to the Contractor, the Contractor shall be obligated to enter into a contract with the same fiscal obligations as the

previous Contract year, provided that OSPI and Contractor shall negotiate any revision of additional services or goals beyond those encompassed in the previous Contract.

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

A.7. FUNDING

The exact financial terms shall be determined during contract negotiation. Proposals shall include Consultant's most favorable and competitive 5-year cost estimate to perform the work.

A.8. AMERICANS WITH DISABILITIES ACT

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

Section B. GENERAL INFORMATION FOR BIDDERS

B.1. RFP COORDINATOR

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

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

B.2. QUESTIONS & ANSWERS

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

B.3. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Item	Action	Date
1.	OSPI issues RFP	8/21/23
2.	Question and Answer period	8/21/23-9/25/23
3.	OSPI hosts Pre-bid Conference	1:00 p.m. 8/30/2023
4.	OSPI posts Q&A from Pre-Bid Conference	9/7/23
5.	Letter of Intent due	5:00 p.m. 9/18/23
6.	Last date for questions regarding RFP	9/25/23
7.	Complaints due	9/25/2023
8.	OSPI posts final Question and Answer Addendum or Amendment (if necessary)	9/27/23
9.	Proposals due	3:00 p.m. 10/2/2023
10.	OSPI conducts evaluation of written proposals	10/2-10/2023

Item	Action	Date
11.	OSPI conducts oral interviews with finalists (if determined necessary by OSPI)	10/12-13/2023
12.	OSPI will submit list of qualified bidders for consideration to the governor and the education policy and fiscal committees of the legislature	1/1/2024
13.	OSPI announces "Apparent Successful Bidders" and sends notification to unsuccessful Bidder(s)	May 2024
14.	OSPI conducts debriefing conferences (if requested)	As requested, per debriefing instructions
15.	Contract negotiation begins	May 2024
16.	Anticipated contract start date	June 1, 2024

OSPI reserves the right to revise the above schedule.

B.4. PRE-BID CONFERENCE

A pre-bid conference is scheduled to be held on August 30, 2023, at 1:00 p.m. PT. The pre-bid conference will be held virtually: <https://us02web.zoom.us/j/89987371906>

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.

B.5. LETTER OF INTENT

It is recommended that Consultants intending to submit a proposal provide a Letter of Intent to propose no later than 5:00 p.m. PST on September 18, 2023. The letter must be submitted via email to the RFP Coordinator.

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. in Olympia, WA, on October 2, 2023.** 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*.

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

C.1. PROPOSAL OVERVIEW

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

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

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

C.2. LETTER OF SUBMITTAL

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

C.3. TECHNICAL PROPOSAL

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

C.3.i. Project Approach/Methodology- Include a complete description of the Consultant's proposed approach and methodology for the project. This section should convey the 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. Describe your strategy for mitigating schedule challenges based on changing requirements or discovered defects.

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

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

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

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

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

C.3.vii. Risks

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

C.4. MANAGEMENT PROPOSAL

C.4.i. Project Management

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

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

C.4.ii. Experience of the Consultant

Relevant Experience – Describe how the Consultant meets the minimum qualifications and, if applicable, the desired qualifications. Include other relevant experience that indicates the qualifications of the Consultant, and any subcontractors, for the performance of the potential contract.

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

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

C.5. COST PROPOSAL

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

C.5.i. Identification of Costs

Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the Contract. The Consultant is to submit a fully detailed budget projecting a 5-year cost estimate for this project including staff costs, administrative costs, travel costs, and any other expenses necessary to accomplish the tasks and to produce the deliverables under the Contract. Consultants are required to collect and pay Washington State sales tax, if applicable.

C.5.ii. Travel Costs

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

C.5.iii. Subcontractor Costs

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

C.5.iv. Indirect Costs

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

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

Section D. EVALUATION AND AWARD

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
Technical Proposal	
80 points	
Project Approach/Methodology	15
Quality of Work Plan	35
Project Schedule	10
Project Deliverables	10
Risks	10
Management Proposal	
60 points	
Project Team Structure/Internal Controls	15 points
Staff Qualifications/Experience	15 points
Experience of the Consultant	30 points
Cost Proposal	
70 points	
Subtotal	
210 points	
Reference Checks (if determined necessary by OSPI)	Pass/Fail 10 points
Oral Presentation (if determined necessary by OSPI)	10 points
GRAND TOTAL FOR PROPOSAL	
230 points	

D.3. REFERENCE CHECKS

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

D.4. ORAL PRESENTATIONS

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

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

D.5. SELECTION OF APPARENT SUCCESSFUL BIDDER

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

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

D.6. NOTIFICATION TO BIDDERS

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

D.7. DEBRIEFING OF UNSUCCESSFUL BIDDERS

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

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

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

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

D.8. PROTEST PROCEDURE

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

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

The protest must state:

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

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

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

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

Upon receipt of a protest, a protest review will be held by OSPI.

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

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

The final determination of the protest shall either:

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

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

Section E. RFP EXHIBITS

- Exhibit A** Certifications and Assurances
- Exhibit B** Qualification Affirmations
- Exhibit C** Sample Contract
- Exhibit D** General Terms and Conditions
- Exhibit E** Data Sharing Terms and Conditions
- Exhibit F** OSPI Americans with Disabilities Act Compliance: Graphics and Colors
- Exhibit G** Contractor Intake Form
- Exhibit H** Proposal Checklist
- Exhibit I** 2023-24 High School & Beyond Plan (HSBP) Requirements List

EXHIBIT A

CERTIFICATION AND ASSURANCES

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

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

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

1. Bidder declares that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, Bidder may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of ninety (90) business days following receipt, and it may be accepted by OSPI without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the ninety (90) business-day period.
4. In preparing this proposal, Bidder has not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. Bidder understands that OSPI will not reimburse Bidder for any costs incurred in the preparation of this proposal. All proposals become the property of OSPI, and Bidder claims no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor.
7. Bidder agrees that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, Bidder has described those exceptions in detail on a page attached to this document.

8. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. Bidder grants OSPI the right to contact references and others, who may have pertinent information regarding the Bidder's prior experience and ability to perform the services contemplated in this procurement.
10. Bidder acknowledges that if awarded a contract with OSPI, Bidder is required to comply with all applicable state and federal civil rights and other laws. Failure to comply may result in Contract termination. Bidder agrees to submit additional information about its nondiscrimination policies, at any time, if requested by OSPI.
11. Bidder certifies that Bidder has not, within the three-year period immediately preceding the date of release of this competitive solicitation, been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment to have willfully violated state minimum wage laws (RCW 49.38.082; Chapters 49.46 RCW, 49.48 RCW, or 49.52 RCW).
12. Bidder has not been debarred or otherwise restricted from participating in any public contracts.
13. Bidder certifies that Bidder has not willfully violated Washington State's wage payment laws within the last three years.
14. Bidder acknowledges its obligation to notify OSPI of any changes in the certifications and assurances above.

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

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

EXHIBIT B

QUALIFICATION AFFIRMATIONS

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

CONSULTANT INFORMATION	
Bidder:	
MINIMUM QUALIFICATIONS	
<p><i>Please check all boxes that apply.</i></p> <p><input type="checkbox"/> Licensed to do business in the State of Washington. If not licensed, provide a written intent to become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Contractor.</p> <p><input type="checkbox"/> Demonstrated experience developing systems that monitor system usage and provide reporting and analysis tools.</p> <p><input type="checkbox"/> Demonstrated experience developing systems that are in compliance with data privacy laws such as GDPR or CCPA and security regulations such as PCI DSS, HIPAA, or FERPA.</p> <p><input type="checkbox"/> Demonstrated experience developing systems that are compatible with the latest internet browsers, mobile operating systems, and desktop applications.</p> <p>Consultants who do not meet the minimum qualifications noted above will be rejected as non-responsive and will not receive further consideration. Any proposal that is rejected as non-responsive will not be evaluated or scored.</p>	

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

ADDITIONAL DESIRED QUALIFICATIONS
<p><i>Please check all boxes that apply.</i></p> <p><input type="checkbox"/> Experience using technology that can be adapted to include future statutory changes, administrative changes, or both, to improve the features and functionality of the universal platform.</p> <p><input type="checkbox"/> Demonstrated experience developing and providing synchronous and asynchronous training to system user groups.</p> <p><input type="checkbox"/> Ability to collaborate with the State Board of Education to increase access to mastery-based crediting opportunities related to the platform functionality.</p> <p><input type="checkbox"/> Ability to collaborate with various user groups to develop guidance and provide technical assistance in using the universal platform.</p> <p><input type="checkbox"/> Experience ensuring data transferability with other student information systems and electronic platforms.</p>

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

Signature of Bidder

Date

Place Signed (City, State)

Print Name

Title

Organization Name

EXHIBIT C
SAMPLE CONTRACT

Contract No. _____

between

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

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

and

>CONTRACTOR<

(hereinafter referred to as Contractor)

>ADDRESS<

>Federal Identification #<

>Unified Business Identifier #<

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

I. DUTIES OF THE CONTRACTOR

A. The general objective of this contract is as follows:

Contractor shall build a universal online high school and beyond plan platform that is flexible, portable and expandable, that can be readily accessed by students, parents, teachers and others who support academic progress that will alleviate equity issues and create new opportunities for students to develop and curate plans that align with their needs and interests.

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. 2024-01, and Contractor's Proposal, to the satisfaction of the Contract Manager:

>SCOPE OF WORK<

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

>DELIVERABLES<

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

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

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

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

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

Superintendent has the right to renew this Contract in whole or in part for four (4) additional contract years through 2029. . If Superintendent provides such notice to the Contractor, the Contractor shall be obligated to enter into a contract with the same fiscal obligations as the previous Contract year, provided that Superintendent and Contractor shall negotiate any revision of additional services or goals beyond those encompassed in the previous Contract.

III. DUTIES OF THE SUPERINTENDENT

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

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

- Travel and per diem expenses for [#] person(s) in the amounts and for the purposes otherwise established for state employees at the time of incurrence by the rules and regulatory policies of the Office of Financial Management (OFM) not to exceed \$. Contractor's "official duty station" (i.e., the origin of reimbursable travel and/or per diem) shall be [official duty station].
- Expenses incurred for the following specified purposes not to exceed a total of \$. Contractor must submit receipts or other documentation.

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

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

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

>PAYMENT SCHEDULE PLACEHOLDER<

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

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

IV. CONTRACT MANAGEMENT

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

Contractor	Superintendent
[Contract Manager's Name] [Contract Manager's Title] [Contract Manager's Address] Phone: () - Email: [Contract Manager's Email Address]	[Contract Manager's Name] [Contract Manager's Title] Old Court Building, P.O. Box 47200 Tumult, WA 98504-7200 Phone: () - Email: [Contract Manager's Email Address]

SAMPLE
DO NOT COMPLETE

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 Qualifications with any formal RFP amendments that change scope of work, etc.
- Attachment C – Contractor’s Proposal
- Attachment D – Datashare Terms and Conditions
- Any other provision, term or material incorporated herein by reference or otherwise incorporated.

VI. APPROVAL

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

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

CONTRACTOR

Superintendent of Public Instruction
State of Washington

Signature

OSPI Contracts Administrator

Print Name

Date

Date

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

Approved as to FORM ONLY
by the Assistant Attorney General

EXHIBIT D

GENERAL TERMS AND CONDITIONS

DEFINITIONS

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

"Superintendent" shall mean the Office of Superintendent of Public Instruction of the State of Washington, any division, section, office, unit or other entity of the Superintendent, or any of the officers or other officials lawfully representing the Superintendent.

"Contractor" shall mean that firm, provider, organization, individual, or other entity performing service(s) under this Contract, and shall include all employees of the Contractor.

"Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms " Subcontractor" and " Subcontractors" means Subcontractor(s) in any tier.

- 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](#) (preferred) or [Creative Commons Attribution-NonCommercial-ShareAlike](#) licenses, version 4.0 or later, are acceptable for these specific sections.

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

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

15. Covenant Against Contingent Fees. The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement

or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Contractor for the purpose of securing business. The Superintendent shall have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fees.

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

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

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

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

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

27. 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.

28. 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.

29. 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 acceptance and certification by the Superintendent or designee, 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. 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 E

DATA SHARING TERMS AND CONDITIONS

AGREEMENT BETWEEN REQUESTOR AND THE OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION TO AUTHORIZE THE RELEASE AND USE OF IDENTIFIABLE STUDENT-LEVEL DATA

*** **

In consideration of the promises and conditions contained herein, the Office of Superintendent of Public Instruction (“OSPI”) and Requestor (“Contractor”) do hereby mutually agree as follows.

PURPOSE

OSPI has agreed to share the student data described in this Agreement with Contractor under the Studies Exception to the Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. § 1232g(b)(1)(F); 34 C.F.R. § 99.31(a)(6)) and the Contractor, Consultant, or Volunteer Exception to FERPA (20 U.S.C. § 1232g(b)(1)(F); 34 C.F.R. § 99.31(a)(1)(i)(B)).

The Studies Exception allows for the disclosure of personally identifiable information (“PII”) from education records without the consent of parents or eligible students to organizations conducting studies for, or on behalf of, schools and school districts.

The Contractor, Consultant, or Volunteer Exception allows for the disclosure of personally identifiable information (“PII”) from education records without the consent of parents or eligible students to parties whom an agency or institution has outsourced institutional services provided that the outside party (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) Is subject to the requirements of § 99.33(a) governing the use and redisclosure of personally identifiable information from education records.

The work described in this Agreement is being done for OSPI.

Contractor submitted a completed Student-Level Data Request Form (Exhibit A) to OSPI. The purpose of this Agreement is to authorize the release of student and family information to conduct studies while maintaining the confidentiality of student-level data.

DUTIES OF OSPI

OSPI agrees to disclose to Contractor the data identified in Exhibit E Data Approved For Sharing solely for the purpose, scope, and duration described in Exhibit A.

DUTIES OF CONTRACTOR

Contractor will not disclose the data to any other party, except those employees of Contractor and Contractor's subcontractors (collectively, "Authorized Users") that are directly involved and have a legitimate interest or a "need to know" in the performance of the research according to the terms of this Agreement.

The Contractor must require all Authorized Users as listed in Exhibit D Authorized Users for Contractor to comply with applicable state and federal student privacy laws, including without limitation the Family Education Rights Privacy Act, 20 U.S.C. 1892(g); the Richard B. Russell National School Lunch Act, 42 U.S.C. 1751 et seq.; the Child Nutrition Act of 1966, 42 U.S.C. 1771 et seq. Contractor must require each Authorized User to sign OSPI's Statement of Confidentiality and Non-Disclosure Statement (Exhibit B). Alternatively, Contractor may require each Authorized User to sign a confidentiality agreement that must contain, at a minimum, the terms and conditions of this Agreement. Signed copies of Contractor's confidentiality agreement or OSPI's Non-Disclosure Statement(s), as appropriate, shall be attached to this Agreement as Exhibit B.

The Contractor agrees to protect data in a manner that does not permit personal identification of students, and shall not publish results for student aggregations of fewer than 10 students, in order to protect against revealing potentially individually identifiable student-level information. This includes applying complementary suppression techniques or blurring of reported data such that the values of suppressed cells (fewer than 10 students) may not be inferred or calculated by subtracting reported values from row or column totals.

Contractor certifies that it has the capacity to restrict access to the data solely to Authorized Users and to ensure that the data is accessed only for the purpose, scope, and duration described in Exhibit A. Contractor shall comply with its data security policies and procedures included within the Student-Level Data Request Form (Exhibit A). In addition, Contractor must store all data on secure data servers using current industry best practices. Contractor agrees to notify OSPI as soon as practicable if Contractor learns of any security breach to the server containing the data or of any disclosure of data to anyone other than the Authorized Users or OSPI officials authorized to receive confidential data. Contractor must cooperate and take all reasonable means prescribed by OSPI to secure any breaches as soon as practicable.

Contractor agrees to destroy all data within forty-five (45) days after it is no longer needed for the purpose described in Exhibit A, upon OSPI's request, or upon termination of this Agreement, whichever occurs first, and unless agreed otherwise in writing. Contractor must provide written verification of the data destruction (signed copy of Exhibit C Certification of Data Destruction) to OSPI within forty-five (45) days after the data is destroyed.

Contractor agrees to permit OSPI, at OSPI's cost and upon written reasonable request, to inspect, review, or audit Contractor to confirm that the Contractor is complying with this Agreement, including, without limitation, the data security policies and procedures identified in Exhibit A, and the methods of data destruction described in Exhibit C.

Contractor will collect and use the data provided under Exhibit E of this Agreement only for the purposes, scope, and duration identified in Exhibit A. Contractor agrees to provide a copy of any products or reports with OSPI before they are released, published, or otherwise made available. If Contractor becomes legally compelled to disclose any data (whether by judicial or administrative order, applicable law, rule or regulation, or otherwise), the Contractor must use all reasonable efforts to provide OSPI with prior notice before disclosure so that OSPI may seek a protective order or other appropriate remedy to prevent the disclosure or to ensure OSPI's compliance with the confidentiality requirements of federal or state law. If a protective order or other remedy is not obtained prior to the deadline by which any legally compelled disclosure is required, Contractor will disclose only that portion of the data that Contractor is compelled to disclose under law.

ALTERATIONS AND AMENDMENTS

Terms and conditions of this Agreement, including the Exhibits thereto, may only be amended by mutual written consent of both OSPI and Contractor. Contractor will not assign its respective rights or obligations under this Agreement without prior written consent of OSPI. The rights and obligations of each party under this Agreement shall inure to the benefit of and shall be binding upon that party and its respective successors and assigns.

AUTHORIZED USERS

The individuals who are the designated Authorized Users for Contractor with respect to this Agreement are listed with their contact information in Exhibit D.

DATA STORAGE ON PORTABLE DEVICES OR MEDIA

Student-level data shall not be stored by Contractor on portable devices or media unless the Contractor encrypts the device with commercial encryption software using a minimum of 128 bit encryption.

ENTIRE CONTRACT

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 Agreement shall be deemed to exist or to bind any of the parties hereto.

EFFECTIVE DATE AND TERM

OSPI will not disclose the data prior to the occurrence of each of the following conditions: (1) This Agreement must be executed by a representative of OSPI and Contractor; (2) Contractor must provide copies of Exhibit A and Exhibit B to OSPI's Contract Manager; and (3) The Contractor confidentiality agreements attached as Exhibit B must be executed.

The term of this Agreement is as follows, subject to the three prior conditions to OSPI's commencement of performance set forth immediately above and except as otherwise provided in this Agreement:

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

GOVERNING LAW

This Agreement 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.

INDEMNIFICATION

Each party shall be responsible for the negligence of its own employees or agents in the performance of this Agreement.

LIMITATION OF AUTHORITY

Only OSPI shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by OSPI.

PUBLICITY

OSPI is not required to agree with or endorse the conclusions or results of the research described in Exhibit A. Contractor agrees to submit to OSPI all advertising and publicity matters relating to this Agreement which in OSPI's judgment, OSPI's name can be implied or is specifically mentioned. Contractor agrees not to publish or use such advertising or publicity without the prior written consent of OSPI. Notwithstanding the foregoing, Contractor may make known in a public fashion the existence of the Agreement without prior consent of OSPI.

TRANSFER PROTOCOL

OSPI and the Contractor agree to work cooperatively to determine the proper medium and method for the transfer of the data between each other. Contractor will confirm the transfer of confidential data and notify OSPI as soon as practicable of any discrepancies between the actual data transferred and the data described in this Agreement. The same protocol will apply to any transfer of data from Contractor to OSPI.

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.

TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either party may, by five (5) days written notice, beginning on the second day after the mailing, terminate this contract in whole or in part. The notice must specify the date of termination.

TERMINATION FOR DEFAULT

Either party may terminate this Agreement in the event the other party materially breaches any term, provision, warranty, or representation.

Contractor acknowledges that the breach of this Agreement or its part may result in irreparable and continuing damage to OSPI for which money damages may not provide adequate relief. In the event of a breach or threatened breach of this Agreement by Contractor, OSPI, in addition to any other rights and remedies available to OSPI under this Agreement, at law, or in equity, may be entitled to preliminary and permanent injunctions to enjoin and restrain the breach or threatened breach.

If OSPI determines that Contractor has violated this Agreement, OSPI may, at its discretion, bar Contractor from accessing student-level data from OSPI for at least five (5) years.

In the event of a breach by Contractor, the rights and remedies of OSPI provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

INCORPORATION OF EXHIBITS 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 Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and state of Washington statutes and regulations
- Exhibit A – Student-Level Data Request Form
- Exhibit B – Statement of Confidentiality and Non-Disclosure
- Exhibit C – Certification of Data Destruction
- Exhibit D – Authorized Users for Contractor
- Exhibit E – Data Approved For Sharing
- Any other provision, term or material incorporated herein by reference or otherwise incorporated

EXHIBIT F
OSPI AMERICANS WITH DISABILITIES ACT COMPLIANCE: GRAPHICS AND COLORS

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

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

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

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

Tips for Graphic Creation that is Accessible

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

often can't distinguish or may override page colors.

Resources for Web Accessibility

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

Accessible Color Guidance

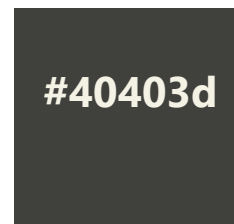
The colors below are OSPI's main brand colors and associated codes. They are displayed with text and background color in ADA compliance.

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

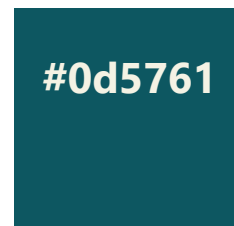
Cream color code: #f7f5eb

Charcoal color code: #40403d

Preferred



Optional



Washington Office of Superintendent of
PUBLIC INSTRUCTION

EXHIBIT G
CONTRACTOR INTAKE FORM

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

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

EXHIBIT I
2023-24 HIGH SCHOOL & BEYOND PLAN (HSBP) REQUIREMENTS LIST

EXHIBIT I

2023-24 HIGH SCHOOL & BEYOND PLAN (HSBP) REQUIREMENTS LIST

Title	Type	Scope Determination	Description	Acceptance Criteria	Source
Students can create, develop, personalize, and revise a plan, explore relevant and interesting education options, and receive support	User Story	In Scope	As a student, I want to access a universal online High School and Beyond Plan (HSBP) platform so that I can create, develop, personalize, and revise my plan, explore relevant and interesting education options, and receive support to make informed choices about my education and career objectives.	<ol style="list-style-type: none"> 1. The platform allows students to create a personal HSBP account. 2. The platform provides tools for students to develop, personalize, and revise their HSBP. 3. The platform offers resources and information about education options relevant to students' interests. 4. The platform includes support features to assist students in making informed choices about their education and career objectives. 5. The platform allows students to create an HSBP account and log in securely. 6. Students can develop their HSBP by adding and updating personal information, education goals, career objectives, and interests. 7. The platform provides options for personalizing the HSBP based on individual preferences and needs. 8. Students can explore and access relevant education options within the platform. 9. The platform provides support and resources to help students make informed choices about their education and career objectives. 	Engrossed Substitute Senate Bill (ES2SB) 5243, Section 1
Parents or teachers can access the HSBP platform to view and support the academic progress of student(s)	User Story	In Scope	As a parent or teacher, I want to access the HSBP platform, so that I can view and support the academic progress of my student(s) and provide guidance in updating their plans.	<ol style="list-style-type: none"> 1. The platform restricts access to personal data based on user account. 2. Parents and teachers can only view the personal data of their student(s). 3. The platform may limit the view of specific data types based on the user's role (e.g., student, parent, or teacher). 4. Parents and teachers have separate user accounts with restricted access to personal data associated with their student(s). 5. The platform limits the view of certain data types based on the user's role (student, parent, or teacher). 6. Parents and teachers can access and review the academic progress and HSBP of their student(s). 7. The platform allows parents and teachers to provide assistance and guidance to students in updating their HSBPs annually. 8. The platform notifies parents and teachers in a timely manner about the need to update the HSBPs and review academic progress. 	Engrossed Substitute Senate Bill (ES2SB) 5243, Section 1
HSBPs to be updated where students haven't achieved a level 3 or 4 score on the middle school mathematics assessment by ninth grade	User Story	In Scope	As a student, I want my HSBP to be updated if I haven't achieved a level 3 or 4 score on the middle school mathematics assessment by ninth grade, so that I can take appropriate mathematics courses in both ninth and 10th grades.	<ol style="list-style-type: none"> 1. The platform checks the middle school mathematics assessment results for each student. 2. If a student hasn't achieved a level 3 or 4 score by ninth grade, the HSBP is updated to include mathematics courses in both ninth and 10th grades. 3. The platform considers career and technical education equivalencies in mathematics for course selection, as adopted pursuant to RCW 28A.230.097. 	Engrossed Substitute Senate Bill (ES2SB) 5243, Section 1
School staff members with appropriate access rights can assist students in updating their HSBPs annually	User Story	In Scope	As a school staff member with appropriate access rights to students' HSBPs, I want to assist students in updating their HSBPs annually, so that I can review their academic progress and provide guidance for future course-taking.	<ol style="list-style-type: none"> 1. Staff members have access to the HSBP platform with appropriate permissions. 2. The platform allows staff members to assist students in updating their HSBPs annually. 3. Staff members can review students' academic progress and provide guidance based on the HSBP data. 4. The platform supports informing future course-taking based on the review of academic progress. 	Engrossed Substitute Senate Bill (ES2SB) 5243, Section 3
Timely notifications to update their HSBP annually	User Story	In Scope	As a student, I want to receive timely notifications to update my HSBP annually to review academic progress and inform future course-taking.	<ol style="list-style-type: none"> 1. The platform sends notifications to students in a timely manner, reminding them to update their HSBP annually. 2. The notifications emphasize the importance of reviewing academic progress and informing future course-taking. 	Engrossed Substitute Senate Bill (ES2SB) 5243, Section 3

EXHIBIT I

2023-24 HIGH SCHOOL & BEYOND PLAN (HSBP) REQUIREMENTS LIST

Title	Type	Scope Determination	Description	Acceptance Criteria	Source
Student can update HSBP in the 10th grade to reflect high school assessment results, etc.	User Story	In Scope	As a student, I want to update my HSBP in the 10th grade to reflect high school assessment results, access advanced course options, assess progress, and revise my plan based on changing interests, goals, and needs.	<ol style="list-style-type: none"> 1.The platform allows students to update their HSBPs in 10th grade. 2.Students can input high school assessment results as required by RCW 28A.655.061. 3.The platform provides access to advanced course options aligned with the district's academic acceleration policy(RCW 28A.320.195). 4. Students can assess progress toward identified goals and revise them based on changing 	Engrossed Substitute Senate Bill (ES2SB) 5243, Section 3
HSBP to be presented in language understood by student and guardians	User Story	In Scope	As a student or parent/legal guardian, I want the HSBP to be presented in a language understood by us, including translation into the most common non-English languages used in Washington State.	<ol style="list-style-type: none"> 1. The platform supports translation of the HSBP into the most common non-English languages used in Washington State, as required by RCW 28A.183. 2. The platform provides language options for students and parents/legal guardians to select. 3. The translation complies with the model language access policy and procedures required under chapter 28A.183 RCW. 	Engrossed Substitute Senate Bill (ES2SB) 5243, Section 3
A skills-and-interest assessment tool provided by system	User Story	In Scope	As a student, I want to use a skills-and-interest assessment tool within the system to identify my career goals and interests, so that I can make informed decisions about my education and future career path.	<ol style="list-style-type: none"> 1. The system provides a skills-and-interest assessment tool that is easy to access and use. 2. The assessment tool accurately evaluates the student's skills and interests. 3. The results of the assessment are presented in a clear and understandable manner. 4. The system allows students to save and update their career goals and interests based on the assessment results 	Engrossed Substitute Senate Bill (ES2SB) 5243, Section 3
Students can input secondary and postsecondary education and training goals into the system	User Story	In Scope	As a student, I want to input my secondary and postsecondary education and training goals into the system, so that I can keep track of my educational aspirations and plan accordingly.	<ol style="list-style-type: none"> 1. The system provides a dedicated section where students can input their secondary and postsecondary education and training goals. 2. Students can easily add, edit, and delete their goals as needed. 3.The system allows students to prioritize their goals and set target timelines. 	Engrossed Substitute Senate Bill (ES2SB) 5243, Section 3
Academic plan informs students of course options for satisfying state and local graduation requirements	User Story	In Scope	As a student, I want the system to provide an academic plan that informs me about course options for satisfying state and local graduation requirements, so that I can ensure I meet all necessary requirements.	<ol style="list-style-type: none"> 1. The system generates an academic plan that outlines the required courses for state and local graduation. 2. The plan clearly indicates the specific courses needed to fulfill each requirement. 3. The system provides information on alternative course options or exemptions, if applicable. 4. The academic plan 	Engrossed Substitute Senate Bill (ES2SB) 5243, Section 3
Academic plan aligns with students' secondary and postsecondary goals	User Story	In Scope	As a student, I want the system to provide an academic plan that aligns with my secondary and postsecondary goals, so that I can effectively plan my course-taking.	<ol style="list-style-type: none"> 1. The system considers the student's secondary and postsecondary goals when generating the academic plan. 2. The plan recommends courses that are relevant to the student's goals and interests. 3. The academic plan allows students to make adjustments and customize their course selection based on their goals. 	Engrossed Substitute Senate Bill (ES2SB) 5243, Section 3
Academic plan identifies available advanced course sequences	User Story	In Scope	As a student, I want the system to provide an academic plan that identifies available advanced course sequences, including dual credit courses, aligned with my postsecondary goals, so that I can challenge myself academically and earn college credits.	<ol style="list-style-type: none"> 1. The system identifies advanced course sequences that are aligned with the student's postsecondary goals. 2. The plan includes information on dual credit courses or other programs that offer college credit opportunities. 3. The academic plan provides details on the requirements and prerequisites for advanced course sequences. 	Engrossed Substitute Senate Bill (ES2SB) 5243, Section 3
Academic plan shows potential impacts of course selections on postsecondary opportunities	User Story	In Scope	As a student, I want the system to provide an academic plan that informs me about the potential impacts of my course selections on postsecondary opportunities, so that I can make informed decisions.	<ol style="list-style-type: none"> 1. The system highlights the potential impacts of specific course selections on postsecondary opportunities, such as college admissions or specialized programs. 2. The academic plan provides information on recommended courses or pathways for specific postsecondary goals. 3. The system offers guidance on how to maximize postsecondary opportunities through appropriate course choices. 	Engrossed Substitute Senate Bill (ES2SB) 5243, Section 3

EXHIBIT I

2023-24 HIGH SCHOOL & BEYOND PLAN (HSBP) REQUIREMENTS LIST

Title	Type	Scope Determination	Description	Acceptance Criteria	Source
Academic plan identifies available career and technical education equivalency courses	User Story	In Scope	As a student, I want the system to provide an academic plan that identifies available career and technical education equivalency courses, so that I can fulfill core subject area graduation requirements.	<ol style="list-style-type: none"> 1. The system identifies career and technical education equivalency courses that can satisfy core subject area graduation requirements. 2. The academic plan clearly indicates the courses that fulfill each core subject area requirement. 3. The system provides information on the eligibility criteria and enrollment process for career and technical education equivalency courses. 	Engrossed Substitute Senate Bill (ES2SB) 5243, Section 3
Academic plan identifies career and technical education and work-based learning opportunities leading to technical college certifications and apprenticeships	User Story	In Scope	As a student, I want the system to provide an academic plan that identifies career and technical education and work-based learning opportunities leading to technical college certifications and apprenticeships, so that I can explore and pursue relevant career paths.	<ol style="list-style-type: none"> 1. The system identifies career and technical education and work-based learning opportunities that lead to technical college certifications and apprenticeships. 2. The academic plan provides information on the specific programs, classes, internships, or pre-apprenticeships available. 3. The system offers guidance on how to apply or participate in these opportunities. 	Engrossed Substitute Senate Bill (ES2SB) 5243, Section 3
Academic plan offers opportunities for credit recovery and acceleration	User Story	In Scope	As a student, I want the system to provide an academic plan that offers opportunities for credit recovery and acceleration, so that I can overcome barriers to on-time grade-level progression and graduation.	<ol style="list-style-type: none"> 1. The system identifies opportunities for credit recovery and acceleration. 2. The academic plan provides options for partial and mastery-based credit accrual. 3. The system allows students to track their progress in credit recovery and acceleration programs. 	Engrossed Substitute Senate Bill (ES2SB) 5243, Section 3
Information on federal and state financial aid programs	User Story	In Scope	As a student, I want the system to provide information on federal and state financial aid programs, so that I can understand the financial support available for my postsecondary education.	<ol style="list-style-type: none"> 1. The system provides information on the college-bound scholarship program, Washington college grant, and other scholarship opportunities. 2. The academic plan includes details on the documentation required for completing financial aid applications. 3. The system presents information on application timelines, submission deadlines, and the importance of submitting applications early. 4. The academic plan provides information specific to students who have unique financial situations or circumstances. 5. The system offers resources for completing financial aid applications, such as advising days and seminars. 6. The academic plan includes a sample financial aid letter and a link to the financial aid calculator. 	Engrossed Substitute Senate Bill (ES2SB) 5243, Section 3
Academic plan compiles education, work experience, extracurricular activities, and community service, including the recognition of community service by the school district	User Story	In Scope	As a student or parent, I want the system to provide an academic plan that compiles my education, work experience, extracurricular activities, and community service, including the recognition of community service by the school district, as mandated by RCW 28A.320.190. This will allow me to have a comprehensive record of my achievements by the end of 12th grade.	<ol style="list-style-type: none"> 1. The system should generate a written compilation of the student's education, work experience, extracurricular activities, and community service. 2. The compilation should be available for viewing and printing by the student, parents, and authorized school personnel. 3. The system should include a mechanism for recording and indicating the school district's recognition of community service as per RCW 28A.320.190. 	Engrossed Substitute Senate Bill (ES2SB) 5243, Section 3
Facilitation of automatic imports of academic course, credit, and grade data from the most commonly used district student information system platforms at regular intervals	User Story	In Scope	As a school administrator, I want the system to facilitate the automatic import of academic course, credit, and grade data from the most commonly used district student information system platforms at regular intervals. Additionally, I want the system to allow for manual imports from less commonly used systems. This will ensure that students' progress towards graduation in the HSBP is accurately reflected in the system at any given time.	<ol style="list-style-type: none"> 1. The system should establish automated connections with the most commonly used district student information system platforms to import academic course, credit, and grade data. 2. The automated import should occur at regular intervals and reflect any updates or changes made in the student information system. 3. The system should provide a user-friendly interface to facilitate manual imports of academic course, credit, and grade data from less commonly used systems. 4. The imported data should be accurately reflected in the system, allowing for real-time tracking of students' progress towards graduation in the HSBP. 	Engrossed Substitute Senate Bill (ES2SB) 5243, Section 3

EXHIBIT I

2023-24 HIGH SCHOOL & BEYOND PLAN (HSBP) REQUIREMENTS LIST

Title	Type	Scope Determination	Description	Acceptance Criteria	Source
In-platform assessment provides viewable results informing career and postsecondary goals	User Story	In Scope	As a student or counselor, I want the system to include an in-platform assessment that provides viewable results informing career and postsecondary goals. These assessments should cover personality, learning styles, interests, aptitudes, and skills. This will help students make informed decisions about their future paths.	<ol style="list-style-type: none"> 1. The system should offer an in-platform assessment that covers personality, learning styles, interests, aptitudes, and skills. 2. The assessment should generate detailed results that are viewable within the system. 3. The assessment results should provide meaningful insights and recommendations regarding career and postsecondary goals. 4. The system should allow users to save and revisit assessment results for future reference. 	Engrossed Substitute Senate Bill (ES2SB) 5243, Section 4
Catalog high-quality career exploration opportunities and resources beyond traditional college and career assessments	User Story	In Scope	As a student or counselor, I want the system to include a catalog of high-quality career exploration opportunities and resources beyond traditional college and career assessments. These opportunities and resources should be submitted by approved entities and vetted by state-selected approvers. Additionally, the system should allow students to register for or apply to participate in these opportunities or access the provided resources.	<ol style="list-style-type: none"> 1. The system should feature a catalog of career exploration opportunities and resources beyond traditional college and career assessments. 2. The catalog should include opportunities such as programs, classes, internships, pre-apprenticeships, online courses, etc. 3. The opportunities and resources submitted by community organizations, authorized institutions of higher education, and employers should be reviewed and approved by state-selected approvers. 4. The system should provide a user-friendly interface for students to search, filter, and view the cataloged opportunities and resources. 5. Students should be able to register for or apply to participate in the opportunities or access the resources directly through the system. 	Engrossed Substitute Senate Bill (ES2SB) 5243, Section 4
Secure space where I can make notes to inform staff efforts in connecting students to academic and career-connected learning opportunities and developing support and credit-recovery plans	User Story	In Scope	As a staff member, parent, or guardian, I want the system to provide a secure space where I can make notes to inform staff efforts in connecting students to academic and career-connected learning opportunities and developing support and credit-recovery plans. This will ensure effective collaboration and provide valuable insights for student progress.	<ol style="list-style-type: none"> 1. The system should have a secure space where staff, parents, or guardians can access and make notes related to students' academic progress and career and college preparation. 2. The secure space should adhere to the defined non-functional requirements for data security and privacy. 3. The notes made in the system should be accessible only to authorized personnel for the purpose of supporting students' academic progress and career development. 4. The notes should be editable, allowing staff to update and add relevant information as needed. 5. The system should provide a user-friendly interface for easy navigation and efficient note-taking. 	Engrossed Substitute Senate Bill (ES2SB) 5243, Section 4
In-state labor market, apprenticeship, and postsecondary education performance data	User Story	In Scope	As a student or counselor, I want the system to provide in-state labor market, apprenticeship, and postsecondary education performance data, including employment and earning outcomes, certificate and degree completion outcomes, and demographics of enrolled students or employees. This will enable informed exploration and consideration of postsecondary options.	<ol style="list-style-type: none"> 1. The system should integrate and display in-state labor market data, including employment and earning outcomes relevant to different industries and occupations. 2. The system should incorporate data on apprenticeship programs, including information on completion rates, demographics of participants, and employment outcomes. 3. The system should include postsecondary education performance data, such as certificate and degree completion outcomes, enrollment demographics, and employment outcomes for graduates. 4. The data should be presented in a clear and easily accessible format within the system. 5. The system should allow users to filter and search the data based on relevant criteria, such as industry, occupation, program, or institution. 	Engrossed Substitute Senate Bill (ES2SB) 5243, Section 4

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Title	Type	Scope Determination	Description	Acceptance Criteria	Source
Evidence of learning and postsecondary preparation	User Story	In Scope	As a student or counselor, I want the system to provide a dedicated space where I can store additional evidence of learning and postsecondary preparation. This should include videos, essays, art, awards and recognitions, screencasts, letters of recommendation, industry certifications, micro-credentials, or other mastery-based learning recognitions, and work-integrated learning experiences. This will help showcase achievements and support postsecondary applications.	<ol style="list-style-type: none"> The system should offer a dedicated space for students to upload and store additional evidence of learning and postsecondary preparation. The space should accommodate various file types, including videos, essays, art files, award documents, screencasts, letters of recommendation, industry certifications, micro-credentials, and other mastery-based learning recognitions, and records of work-integrated learning experiences. The system should allow students to organize and categorize their uploaded evidence for easy retrieval. The evidence should be securely stored and accessible only to the students and authorized personnel. The system should provide a user-friendly interface for uploading, organizing, and reviewing the stored evidence. 	Engrossed Substitute Senate Bill (ES2SB) 5243, Section 4
Grant access to a student's portfolio to relevant third parties	User Story	In Scope	As a student or staff member, I want the system to provide the ability to grant access to a student's portfolio, either in its entirety or selected parts, to relevant third parties such as authorized institutions of higher education, branches of the military, potential employers, or pre-apprenticeship opportunities. This will ensure seamless sharing of information for educational and career-related purposes.	<ol style="list-style-type: none"> The system should allow students and staff to control access to a student's portfolio, granting permission to relevant third parties. The access permissions should be configurable, enabling the selection of specific portfolio sections or the entire portfolio. The system should provide a secure and authenticated mechanism for third parties to access the granted portfolio sections. Students and staff should have the ability to manage and revoke access permissions as needed. The system should track and log access events, providing an audit trail of third-party interactions with the student's portfolio. 	Engrossed Substitute Senate Bill (ES2SB) 5243, Section 4
Data reporting for reviewing and analyzing data stored within the platform	User Story	In Scope	As a school, district, or state agency, I want the system to provide data reporting features that allow for reviewing and analyzing data stored within the platform. The data should be breakable down by demographic, socioeconomic, and other identified characteristics. This will support analysis of student usage, improve access to information and opportunities, and inform state-level support for high school and beyond plan implementation.	<ol style="list-style-type: none"> The system should offer data reporting features that allow schools, districts, and state agencies to generate reports based on the data stored within the platform. The reports should enable data breakdown by demographic, socioeconomic, local vs. statewide, and other relevant characteristics. The system should provide a variety of reporting templates and customization options to suit different analysis needs. The reports should present the data in a clear, understandable, and visually appealing manner. The system should allow users to export the reports in various formats, such as PDF or CSV, for further analysis or sharing. 	Engrossed Substitute Senate Bill (ES2SB) 5243, Section 4
Store graduation pathway option(s) and show their alignment with students' career and postsecondary education goals	User Story	In Scope	As a student, I want the system to provide a space where I can indicate the graduation pathway option(s) I have selected and how they align with my career and postsecondary education goals. This will help me communicate my educational intentions effectively.	<ol style="list-style-type: none"> The system should include a dedicated space for students to indicate their chosen graduation pathway option(s). The space should allow students to select and specify the details of their chosen pathway option(s). The system should provide guidance or prompts to help students align their selected pathway option(s) with their career and postsecondary education goals. The indicated graduation pathway option(s) and alignment details should be stored and accessible for reference by students, counselors, and other authorized personnel. 	Engrossed Substitute Senate Bill (ES2SB) 5243, Section 4
Support customization or addition of features that cater to local needs and graduation requirements	User Story	In Scope	As a school district, I want the system to support customization or addition of features that cater to our local needs and graduation requirements. This should include the capability to auto-align data with our district's graduation requirements or manually enter those requirements. This flexibility will ensure that the system aligns with our specific educational context.	<ol style="list-style-type: none"> The system should provide configurable options or settings that allow school districts to customize features according to their local needs. The system should support auto-alignment of data with the district's graduation requirements, using predefined rules or mappings. The system should allow manual entry and modification of local graduation requirements, enabling districts to input their specific criteria. Customized or locally added features should seamlessly integrate with the existing system functionality and user interface. The system should provide documentation or guidance on configuring and customizing the features to support local needs. 	Engrossed Substitute Senate Bill (ES2SB) 5243, Section 4

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Title	Type	Scope Determination	Description	Acceptance Criteria	Source
Each student must have an HSBP	Business Rule	In Scope	Each student must have an HSBP to guide his or her high school experience and inform course-taking that is aligned with their goals for education or training after high school.	N.A.	RCW 28A.230.090
A career interest and skills inventory required beginning in seventh grade	Business Rule	In Scope	Beginning by the seventh grade, each student must be administered a career interest and skills inventory that is intended to be used to inform eighth grade course-taking and development of an initial HSBP.	N.A.	RCW 28A.230.090
HSBP including proposed plan for first-year high school courses aligned with graduation requirements and secondary and postsecondary goals by eighth grade	Business Rule	In Scope	No later than eighth grade, each student must have begun development of an HSBP that includes a proposed plan for first-year high school courses aligned with graduation requirements and secondary and postsecondary goals.	N.A.	ES2SB5243, Section 2
HSBP must be updated annually	Business Rule	In Scope	With staff support, students must update their HSBP annually, at a minimum, to review academic progress and inform future course-taking.	N.A.	ES2SB5243, Section 3
HSBP must be updated in 10th grade to reflect high school assessment results in 10th grade	Business Rule	In Scope	The HSBP must be updated in 10th grade to reflect high school assessment results in RCW 28A.655.061, ensure student access to advanced course options per the district's academic acceleration policy in RCW 28A.320.195, assess progress toward identified goals, and revised as necessary for changing interests, goals, and needs.	N.A.	ES2SB5243, Section 3
HSBP for students with IEP must be developed and updated in alignment with their school to postschool transition plan	Business Rule	In Scope	For students with an individualized education program (IEP), the HSBP must be developed and updated in alignment with their school to postschool transition plan. The HSBP must be developed and updated in a similar manner and with similar school personnel as for all other students.	N.A.	ES2SB5243, Section 3
Graduates must satisfy State Board of Education requirements	Business Rule	In Scope	Graduation from a public high school and the earning of a high school diploma must include satisfying the graduation requirements established by the state board of education under RCW 28A.230.090.	N.A.	ES2SB5243, Section 10
Graduates must satisfy school and district requirements	Business Rule	In Scope	Graduation from a public high school and the earning of a high school diploma must include satisfying the graduation requirements established by the applicable public high school or school district.		
Graduates must satisfy credit requirements	Business Rule	In Scope	Graduation from a public high school and the earning of a high school diploma must include satisfying credit requirements for graduation.		
Graduates must complete HSBP	Business Rule	In Scope	Graduation from a public high school and the earning of a high school diploma must include demonstrating career and college readiness through completion of the high school and beyond plan.		
Graduates must satisfy requirements of a graduation pathway option	Business Rule	In Scope	Graduation from a public high school and the earning of a high school diploma must include meeting the requirements of at least one graduation pathway option.		
Pathway options must be in alignment with the student's high school and beyond plan	Business Rule	In Scope	Any pathway option used by a student to demonstrate career and college readiness must be in alignment with the student's high school and beyond plan.	N.A.	ES2SB5243, Section 10

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Title	Type	Scope Determination	Description	Acceptance Criteria	Source
Graduation pathway options	Business Rule	In Scope	<p>The following graduation pathway options may be used to demonstrate career and college readiness in accordance with (a)(iv) of this subsection:</p> <p>(i) The student meets or exceeds the graduation standard established by the state board of education under RCW 28A.305.130 on the statewide high school assessments in English language arts and mathematics as provided for under RCW 28A.655.070;</p> <p>(ii) The student meets and qualifies for college credit in dual credit courses in English language arts and mathematics. For the purposes of this subsection, "dual credit course" means a course in which a student qualifies for college and high school credit in English language arts or mathematics upon successfully completing the course;</p> <p>(iii) The student earns high school credit in a high school transition course in English language arts and mathematics, an example of which includes a bridge to college course. For the purposes of this subsection (1)(b)(iii), "high school transition course" means an English language arts or mathematics course offered in high school where successful completion by a high school student ensures the student college-level placement at participating institutions of higher education as defined in RCW 28B.10.016. High school transition courses must satisfy core or elective credit graduation requirements established by the state board of education. A student's successful completion of a high school transition course does not entitle the student to be admitted to an institution of higher education as defined in RCW 28B.10.016;</p> <p>(iv) The student earns high school credit, with a C+ grade, or receiving a three or higher on the AP exam, or equivalent, in AP, international baccalaureate, or Cambridge international courses in English language arts and mathematics; or receiving a four or higher on international baccalaureate exams. For English language arts, successfully completing any of the following courses meets the standard: AP English language and composition literature, macroeconomics, microeconomics, psychology, United States history, world history, United States</p>	N.A.	ES2SB5243, Section 10
SSL encryption	Functional Req	In Scope	SSL encryption with a minimum key length of 2048 bits.	N.A.	
Password policies	Functional Req	In Scope	Password policies that require at least 15 characters, a mix of uppercase and lowercase letters, numbers, and special characters, and must be changed every 180 days.	N.A.	
Multi-factor authentication	Functional Req	In Scope	Multi-factor authentication for administrators and users accessing sensitive data.	N.A.	
Firewall with intrusion detection	Functional Req	In Scope	Firewall with intrusion detection and prevention systems to block unauthorized access attempts.	N.A.	
Security audits	Functional Req	In Scope	Regular security audits and vulnerability assessments at least once per year.	N.A.	
Security regulations	Functional Req	In Scope	Compliance with relevant security regulations, such as PCI DSS, HIPAA, or FERPA, as applicable.	N.A.	
State and federal requirements	Functional Req	In Scope	The system must comply with all relevant state and federal requirements for student privacy and allow for students to opt in or opt out of portions of the universal platform related to third-part information sharing.	N.A.	
Encrypt and secure data	Functional Req	In Scope	The system must encrypt and secure data in transit and at rest.	N.A.	
Access controls and authentication mechanisms	Functional Req	In Scope	The system must implement access controls and authentication mechanisms that meet or exceed State of Washington requirements and industry standards.	N.A.	
State data retention and deletion policies	Functional Req	In Scope	The system must enforce State of Washington data retention and deletion policies, to ensure that data is retained long enough to comply with data retention schedules, but no longer than necessary, and is properly disposed of when it is no longer needed.	N.A.	

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Title	Type	Scope Determination	Description	Acceptance Criteria	Source
Data transparency and control	Functional Req	In Scope	The system must provide students data transparency and control over their personal information, by allowing them to view and modify their data, and providing mechanisms for them to request deletion or correction of their data.	N.A.	
Concurrent users	Functional Req	In Scope	The system must be able to handle with minimal performance degradation 5,000 concurrent users at peak load.	N.A.	
Transactions per second	Functional Req	In Scope	The system must be able to handle with minimal performance degradation 500 transactions per second during peak load.	N.A.	
Response time	Functional Req	In Scope	The system must have a response time of less than 1.5 seconds for 95% of requests.	N.A.	
Uptime	Functional Req	In Scope	The system must have uptime of 99.99% per month.	N.A.	
Recovery time objective (RTO): Single Point of Failure	Functional Req	In Scope	The system must have a recovery time objective (RTO) of less than 30 minutes for a single point of failure.	N.A.	
Recovery time objective (RTO): Period of Data Loss	Functional Req	In Scope	The system must have a Recovery Point Objective (RPO) of less than 5 minutes for data loss.	N.A.	
Page load time	Functional Req	In Scope	The system must have a page load time of less than 1.5 seconds for 95% of requests.	N.A.	
Throughput	Functional Req	In Scope	The system must demonstrate throughput of at least 500 transactions per second during peak load.	N.A.	
Web Content Accessibility Guidelines (WCAG)	Functional Req	In Scope	The system must comply with the Web Content Accessibility Guidelines (WCAG) 2.1 level AA standard for accessibility.	N.A.	
Accessibility options	Functional Req	In Scope	The system must provide accessibility options for users needing accommodations including, but not limited to, visual aids and voice dictation for students with limited literacy skills.	N.A.	
User-friendly	Functional Req	In Scope	The system must be intuitive and user-friendly interface with clear navigation.	N.A.	
Different screen sizes and devices	Functional Req	In Scope	The system must feature responsive design that adapts to different screen sizes and devices.	N.A.	
Clear and concise instructions	Functional Req	In Scope	The system must provide clear and concise instructions for user interactions.	N.A.	
Indefinite access for students	Functional Req	In Scope	The system must provide indefinite access for students to their HSBP, regardless of current school affiliation or lack thereof.	N.A.	
Student access to the platform	Functional Req	In Scope	School districts must be able to provide students with access to the platform within two years of completing HSBP development.	N.A.	
Guidance for statewide professional development	Functional Req	In Scope	OSPI must develop guidance and provide technical assistance and support for the facilitation of statewide professional development for school districts and partner organizations to use the HSBP.	N.A.	
Browser compatibility	Functional Req	In Scope	The system must be compatible with the latest versions of Chrome, Firefox, Safari, and Edge.	N.A.	
Internet Explorer 11.	Functional Req	In Scope	The system must be compatible with Internet Explorer 11.	N.A.	
Mobile operating systems	Functional Req	In Scope	The system must be compatible with the latest versions of iOS and Android operating systems.	N.A.	
Compatible with both mobile and desktop applications	Functional Req	In Scope	The system must be compatible with both mobile and desktop applications, including the capability to download and print a HSBP in one document, without requiring the user to access multiple screens.	N.A.	
Accept videos, images, scanned documents, PDFs, and Word documents	Functional Req	In Scope	The system must permit users to post videos, images, scanned documents, PDFs, and Word documents.	N.A.	
Modular design with clear separation of concerns	Functional Req	In Scope	The system must feature modular design with clear separation of concerns.	N.A.	
Modern development framework	Functional Req	In Scope	The system must use of modern development frameworks, such as React or Angular, to facilitate updates and changes.	N.A.	
Technical documentation	Functional Req	In Scope	The system must provide comprehensive documentation of the system architecture, codebase, and deployment procedures.	N.A.	

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Title	Type	Scope Determination	Description	Acceptance Criteria	Source
Technology stack flexibility	Functional Req	In Scope	The system must be constructed using technology that can quickly be adapted to include future statutory changes, administrative changes, and/or evolving technology to improve the features and functionality.	N.A.	
Prioritize stakeholders business content/curricula	Functional Req	In Scope	The system's curricula or business content must be prioritized over any 'canned', or pre-existing content created for prior customers, unless otherwise specified by our stakeholders.	N.A.	
Support and maintenance	Functional Req	In Scope	The system must feature timely support and maintenance to ensure that the system remains secure, reliable, and functional.	N.A.	
Dedicated support team	Functional Req	In Scope	The system must provide a dedicated support team to address user inquiries and issues.	N.A.	
Regular updates and patches	Functional Req	In Scope	The system must feature regular updates and patches to address security vulnerabilities and improve system performance.	N.A.	
Data privacy laws	Functional Req	In Scope	The system must comply with all data privacy laws, such as GDPR or CCPA, as applicable.	N.A.	
Security regulations	Functional Req	In Scope	The system must comply with all security regulations, such as PCI DSS, HIPAA, or FERPA, as applicable.	N.A.	
Real-time monitoring of system resource usage	Functional Req	In Scope	The system must provide a capacity for real-time monitoring of system resource usage, including CPU, memory, disk, and network.	N.A.	
Centralized logging	Functional Req	In Scope	The system must provide centralized logging of system and application events for troubleshooting and analysis.	N.A.	
Alerting and notification mechanisms	Functional Req	In Scope	The system must provide alerting and notification mechanisms to notify the support team of performance issues or errors.	N.A.	
Reporting and analysis tools	Functional Req	In Scope	The system must provide reporting and analysis tools to identify performance bottlenecks and opportunities for optimization.	N.A.	
Trace transactions and requests	Functional Req	In Scope	The system must provide an ability to trace transactions and requests through the system for debugging and troubleshooting purposes, including for security breaches.	N.A.	
Synchronous training and materials tailored to various user groups	Functional Req	In Scope	The system must be supported by comprehensive, synchronous training and training materials targeted to various user groups (i.e., high school staff, middle schools staff, everyone else).	N.A.	
Asynchronous training materials tailored to various user groups	Functional Req	In Scope	The system must be supported by comprehensive asynchronous training materials targeted to various user groups (i.e., high school staff, middle schools staff, everyone else).		
Curricula to support the learning and use of system	Functional Req	In Scope	The system must be supported by curriculum (e.g., lesson plans) that will help school staff walk through the process and support students.		
Required Components of FINAL cost estimate	Contractor Performance	In Scope	As part of the FINAL cost estimate (due 10.1.24), vendors must include technical assistance, technology updates, ongoing platform maintenance requirements and adjustments to the technology funding formula, statewide PD and a cost alternative for regional ESDs to host the platform for small/rural districts.		
Collaboration on OSPI's mandate to "develop guidance and provide technical assistance and support for the facilitation of statewide PD for school districts and partner organizations in using the universal platform".	Contractor Performance	Out of Scope - Desired Enhancement	The vendor must co-create and collaborate with OSPI's mandate to "develop guidance and provide technical assistance and support for the facilitation of statewide PD for school districts and partner organizations in using the universal platform".		
Collaboration with the customer to build the required recommendations for additional policy changes	Contractor Performance	Out of Scope - Desired Enhancement	The vendor must consult and collaborate with the customer to build the required recommendations for additional policy changes related to transitioning the current... universal platform into a more robust online learning platform, which includes how the online platform can: * be used beginning no later than 5th grade to introduce career awareness and exploration opportunities, * allow students to share their interests and engage with peers & mentors, and * increase student and family engagement with the learning plan process to explore strengths, skills and interests		

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Title	Type	Scope Determination	Description	Acceptance Criteria	Source
Collaboration with the SBE to increase access to mastery-based crediting opportunities, related to platform functionality.	Contractor Performance	Out of Scope - Desired Enhancement	The vendor must consult and collaborate with the State Board of Education (SBE) to develop recommendations on how to increase access to mastery-based crediting opportunities, related to platform functionality.		