Request for Qualifications and Quotations No. 2026-11
Migrant Education Program Evaluation

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

PRE-BID CONFERENCE: 1:00 p.m., Pacific Time (PT) on December 8, 2025

PROPOSAL DUE DATE: 3:00 p.m., Pacific Time (PT) on January 5, 2026

ESTIMATED CONTRACT PERIOD: March 2, 2026, through August 31, 2026. 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 RFQQ must be directed only to the RFQQ 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 RFQQ Coordinator. Communication directed to parties other than the RFQQ Coordinator may result in disqualification of the Consultant.

This RFQQ 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 RFQQ 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 to receive automatic notifications: **918-38**: Education and Training Consulting; **924-05**: Educational Advisory Services; **924-18**: Educational Services, Alternative; **924-19**: Educational Research Services; **924-71**: School Operation and Management 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.

Washington Office of Superintendent of
PUBLIC INSTRUCTION

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Section A. SCOPE & REQUIREMENTS

This section describes the purpose of the RFQQ and provides information about this procurement, including the potential scope of the opportunity and requirements.

A.1. DEFINITIONS

Definitions for the purposes of this RFQQ include:

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

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 RFQQ.

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

Continuous Improvement Cycle – In this cycle, each step in developing a program—assessing needs, identifying strategies, implementing strategies, and evaluating the results builds on the previous activity and informs the subsequent activity.

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.

Fiscal Year – In Washington State, a 12-month period extending from July 1 of one calendar year to June 30 of the next calendar year.

MSDRS – Migrant Student Data, Recruitment, and Support office located in Sunnyside, Washington, conducts Identification and Recruitment training, and maintains the student database system for migratory students academic and health information.

Priority for Service (PFS) – eligible migratory students who have made an eligible migratory move within the last 12 months and are most at-risk of not meeting state standards or who have dropped out of school.

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

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 Qualifications and Quotations (RFQQ) – Formal procurement document in which a service or need is identified. Consultants are invited to submit their bid, detailing their qualifications, and a proposed cost to complete the described activities.

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.

RFQQ 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 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. Consultants are encouraged to register with WEBS to receive automatic notifications about this and other procurements.

A.2. PURPOSE OF REQUEST FOR PROPOSALS

The purpose of this Competitive Procurement is to receive competitive bids to evaluate and, as appropriate, award a Contract for the Office of Superintendent of Public Instruction (OSPI) to procure goods and/or services as set forth herein. Pursuant to Washington's Procurement Code for Goods and Services, RCW chap. 39.26, state agency purchases of goods and services must be based on a competitive solicitation.

Therefore, OSPI is initiating this Request for Qualifications and Quotations (RFQQ) to solicit proposals from Consultants interested in participating on a project to conduct a statewide annual program evaluation of the Migrant Education Program's (MEP) current Service Delivery Plan (SDP).

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, eight (8) state-tribal education compact schools, and public charter schools, OSPI allocates funding and provides tools, resources, and technical assistance so every student in Washington is provided a high-quality public education.

The Title I, Part C Education of Migratory Children, under the Elementary and Secondary Education Act (ESEA), must conduct a Comprehensive Needs Assessment to identify the

academic and support needs of eligible migratory students. This cycle of continuous improvement is on a three- (3)- year cycle of needs assessment, service delivery, and annual evaluation of the Service Delivery Plans measurable outcomes and services.

The purpose of this proposal is to seek a vendor who shall conduct an evaluation of the existing state service delivery plan (2024-2025 and 2025-2026), and evaluation of the updated/newly developed service delivery plan.

The Bidder selected for this procurement shall be required to develop and successfully submit the following components in order to meet the Department of Education's requirements for the Title I, Part C Migrant Education Programs:

Task	Timeline
1. Evaluate the SDP for program periods, 2024-2025, 2025-2026, 2026-2027, and 2027-2028(subject to contract renewal).	SDP 24-25 – April 2026 – July 2026 SDP 25-26 – September 2026 – January 2027 (optional contract renewal 1) SDP 26-27 – January 2028 (optional renewal 2) SDP 27-28 – January 2029 (optional renewal 3)
2. Provide evaluation results and recommended adjustments to current plan outcomes.	SDP 24-25 – July 2026 SDP 25-26 – January 2027 (optional renewal 1) SDP 26-27 – January 2028 (optional renewal 2) SDP 27-28 – January 2029 (optional renewal 3)

A.4. OBJECTIVE AND SCOPE OF WORK

A.4.i. Objective: In accordance with ESEA's Title I Part C Education of Migratory Children, conduct an annual evaluation of the state Service Delivery Plan.

A.4.ii. Scope of Work

Evaluate Service Delivery Plan

Conduct a complete and thorough evaluation of OSPI's MEP, based on performance outcomes identified in the Service Delivery Plan 2024-2025, 2025-2026, 2026-2027, 2027-2028. This evaluation shall allow the State Education Agency (SEA) and local agencies to:

- Evaluate the results of measurable performance outcomes established in SDP.
- Evaluate Washington state's efforts to meet identified performance targets.

- Determine whether the program is achieving its goals and document its impact on migrant children.
- Improve program planning by comparing the effectiveness of the different types of services.
- Determine the degree to which services and projects implemented aligned to the plan, and identify problems encountered in program implementation.
- Provide evaluation results and recommendations with suggested changes to current SDP.
- Provide training to Title I, Part C Migrant Education Program staff (state, ESDs, and local) on analyzing and interpreting data for program adjustments and services.

Local Educational Agencies (LEAs)

All LEAs operating a local program in Washington state are required to meet federal law outlined in section 1301-1309, Title I Part C-Education of Migratory Children contained in the current ESEA. Through a formula process, the OSPI's MEP currently awards Title I Part C funds to qualified regular and summer programs.

The Contractor shall conduct a comparative analysis of LEAs, with both qualitative comparisons of processes, procedures, and levels of compliance with Title I Part C, and quantitative analyses of student achievement and other quantifiable outcome measures in alignment with the identified outcomes of the State Service Delivery Plan.

Quantitative data such as achievement data and other student-level data collected by the state shall be made available to the Contractor via redacted data files compliant with the agency's Data and Information Handling and Disposal Policy, attached hereto as Exhibit G. The Contractor shall collaborate with LEAs to secure consistent program data, and any additional data as appropriate for cross-validation purposes.

The Bidder shall include in their budget all costs associated with travel and communication with the LEAs; no additional funding for these expenses will be provided. Additionally, the Contractor shall not be allocated space or technology resources at LEAs for activities associated with this contract.

Questions to Consider:

- To what extent is the LEAs knowledge of the State Service Delivery Plan, Measurable Program Outcomes (MPOs), and articulated strategies to achieve the MPOs?
- What is the graduation rate for migratory students and the local and state level?
- What is the number and percentage of migratory students meeting state standards in English language arts, mathematics, and science as compared to nonmigratory students to identify any achievement gaps?
- What reason do LEAs give for the gap, if one exists, and any other relevant data analysis?
- What number and percentage of migratory students enter kindergarten not ready to learn as compared to nonmigratory students?

- What reason do LEAs give for the gap, if one exists, and any other relevant data analysis?
- How does the LEA analyze the academic and attendance data of migratory students as compared to nonmigratory students?
- What reason do LEAs give for the gap, if one exists, and any other relevant data analysis?
- What barriers do migratory children and youth encounter when attempting to enroll in school? How are these barriers addressed by the LEAs?
- How are LEA administrators, front office staff, and other school building staff familiarized and updated regarding the provisions and requirements of Title I Part C?
- What strategies do LEAs use to involve parents/guardians in the education of migratory students?
- How does the LEA ensure the Parent Advisory Council (PAC) participates in the 1) design, 2) implementation, and 3) evaluation of the regular year program, the preschool program (if applicable), and the summer school program (if applicable)? How useful are these strategies?
- How are migrant funds used to support: identification and recruitment, parent engagement, and educational services? What amount and percentage of the overall Title I-C allocation is for identification and recruitment, parent engagement, and educational services?
- How are Priority for Service (PFS) migratory students factored into the implementation plan for direct services?
- How does the LEA evaluate the quality of its summer programs, if applicable? What pre and post-test measurements are used in summer school programs? Are curricula used in summer school programs aligned with the State's learning standards?

Migrant Student Data, Recruitment, and Support office (MSDRS)

Background and specific work by the Bidder shall include all costs associated with travel and communication with the MSDRS; no additional funding for these expenses provided. The Contractor shall not be allocated space and technology resources at MSDRS for activities associated with this contract.

- MSDRS is located at Sunnyside School District in Sunnyside, Washington and is contracted by OSPI's MEP to provide the following statewide services.
- Conduct quality control and review all Certificates of Eligibility (COEs).
- Managing the migratory student academic and health database system (Migrant Student Information System [MSIS]).
- Managing the interface of the state migratory student database and the national migratory student database system (Migrant Student Information Exchange [MSIX]).
- Manage and maintain the Portable Assisted Study Sequence (PASS) Program for credit accrual opportunities to eligible migratory students.

Questions to Consider:

- What process has been established to ensure quality control efforts are in alignment with federal requirements?
- What is the process to ensure all COEs are reviewed efficiently and timely?
- What process is used to ensure data collected on COEs meets federal requirements and is stored in a secure system?
- How does MSDRS ensure student data entered into the MSIS meets regulatory requirements and is accurate?
- What steps does MSDRS have in place to reconcile discrepancies in data as reported by LEAs or provided by OSPI's data sharing agreement?
- How does MSDRS ensure student data submitted to the SEA for state and federal reporting purposes is accurate and aligned to reporting requirements?
- How does MSDRS communicate to the SEA that all COEs of migrant students meet federal expectations and requirements?
- How does MSDRS communicate to the SEA that it is meeting federal mandated quality control?
- How does MSDRS ensure it is conducting the annually required revalidations and communicate results to the SEA?

Educational Service Districts (ESDs) Migrant Education Programs

OSPI's MEP program contracts with Education School District (ESD) 105 in Yakima, Washington; North Central ESD 171 in Wenatchee, Washington; ESD 123 in Pasco, Washington; and North West ESD 189 in Anacortes, Washington. The Bidder shall include in their budget, all costs associated with travel and communication with the ESDs; no additional funding for these expenses shall be provided. The Contractor shall not be allocated space and technology resources at the ESD for activities associated with this contract.

The four (4) ESDs current contract provides support to OSPI's MEP by providing the following statewide services:

- Provide professional development to LEAs to identify the academic and support needs of migratory student needs, build understanding of migratory lifestyle, and the theory of Funds of Knowledge on which to develop culturally relevant programming.
- Organize, host, and attend statewide coordinator meetings.
- Support and provide technical assistance to LEA strategies to increase parent involvement for local Parent Advisory Council (PACs) and develop opportunities for parents to build awareness about their roles and responsibilities within the school system.
- Provide alignment between SDP, LEA grants, ESD Scope of Work and reporting requirements.
- Organize cross-collaboration with OSPI's assessment, teaching, and systems improvement programs.

- Collaborate with OSPI's Multilingual Program to ensure access to English Language development programs for multilingual migratory students.
- Support training and technical assistance to LEAs to close the achievement gap for migratory students in English Language Arts, Science, and Math.
- Collaborate with LEAs for strategies for continuance of migratory students (e.g., grade promotion, drop-out prevention; drop-out student retrieval) and transition of secondary school students to postsecondary education or employment.
- Work with LEAs to support non-academic activities such as advocacy and outreach on behalf of migratory students, family engagement, and literacy.
- Explore Early Childhood Programming models for migratory students.
- Solicit innovative programming from LEAs based on intervention, implementation, and academic improvement outcomes.
- Assist LEAs in planning summer school and intersession programs to provide academic and support opportunities to migratory students.
- Provide training to migrant-funded districts and schools in the use of data to inform and tailor supplemental instruction. Data analysis includes subject areas and /or strands in which migrant students have not met standards.
- Ensure all ESD sponsored district professional learning activities are reported to the SEA.

Questions to Consider:

- What methods does the ESD use to identify the professional development needs of LEAs to strengthen the academic and support needs of migratory students, build understanding of the migratory lifestyle, and incorporate the Seven Areas of Opportunities to develop culturally responsive programming?
- How does the ESD organize its office to provide ongoing communication to LEAs focused on meeting the academic and support needs of migratory students and engage migratory families in their child's learning?
- What process does the ESD use with LEAs receiving Title I, Part C Migrant Education Program funds to ensure the selected services and supports provided to eligible migratory students supplement and do not supplant other local, state, and federal resources?
- What process does the ESD use with LEAs receiving Title I, Part C Migrant Education Program funds to ensure each has an active Parent Advisory Council (PAC) and the PAC is actively involved in the planning, implementation, and evaluation of the local program?
- How does the ESD provide guidance to LEAs to ensure evaluation components are in place to measure parent engagement in alignment with the program adopted Family Engagement Continuum (Kathleen M. Budge and William H. Parrett, 2022)?
- How does the ESD ensure LEAs access data on migratory students through the state's migratory student database system (MSIS) to determine the academic and support needs of migratory students? How does the ESD support LEAs with training in the use of MSIS?

- How does the ESD provide follow-up and technical assistance to LEAs whose most recent program review or grant applications may need additional program administrative supports?
- How does the ESD determine the innovative supports to be provided in their region and measure outcomes and effectiveness?
- How does the ESD review the Migrant Education Program's State Service Delivery Plan and contracted Scope of Work with newly hired staff and collaborative partners to ensure activities align to the state plan and contracted work?
- What methods does the ESD implement to remain informed of academic and assessment results of migratory students as well as graduation rates, on course to graduate, promotion to next grade level, kindergarten readiness?
- How does the ESD stay informed of new or updated research regarding the barrier's migratory children and youth encounter in school, including enrolling in school? How does the ESD respond to these barriers?
- How does the ESD provide technical assistance and training to LEAs regarding the process to identify PFS migratory students and how they factor into the implementation of the local plan for direct services, including Out-of-School Youth and dropouts?
- How does the ESD provide training and technical assistance to LEAs for the planning and evaluation of summer programs? What guidance is provided regarding LEA pre and post-test measurements? What is recommended for use in the summer school program? How are the curricula used in summer school programs aligned with the states adopted learning standards?

A.4.iii. Accessibility & Branding Requirements:

All documents, videos, audio records, presentations, or other deliverables required under the resulting Contract shall be produced in format, compliant with the Americans With Disabilities Act and follow the Web Content Accessibility Guidelines (WCAG) 2.0, OSPI's formatting standard specified in Exhibit I – 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 the resulting 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.
- Experience collecting and analyzing student data on highly mobile student populations, or similar populations including migratory student populations.
- Experience facilitating group forums to glean information pertinent to the evaluation and establishment of the academic and support needs of at-risk, highly mobile student populations.
- Experience developing summaries and reports reflecting data collection and group facilitation.
- Experience presenting summaries and reports to various stakeholders serving the academic and support needs of migratory students.

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 collecting and analyzing data from a variety of sources, including focus groups and individual interviews.
- Knowledge of migratory student demographics in Washington state.
- Knowledge of the Every Student Succeeds Act (ESSA) Title I Part C Education of Migratory Children.
- Ability to engage in meaningful conversations with migratory parents and students, and school district staff.
- Ability to hold conversations with migratory parents and students with appropriate language supports.
- Ability to work both on-site and remotely with a variety of stakeholders including school staff and administrators.
- Knowledge and experience with Interstate and Intrastate coordination and collaboration aspects of the Title I Part C Education of Migratory Children in working with other State Educational Agencies.
- Knowledge and experience in working with the National Association of State Directors of Migrant Education (NASDME) to glean promising and best practices for serving migratory students across the nation.

A.6. PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFQQ is tentatively scheduled to begin on or about March 2, 2026, and end on or about August 31, 2026. The option to extend any contract resulting from this procurement shall be at the sole discretion of OSPI.

As such, OSPI reserves the right to amend to extend the contract for three (3) additional contract years through 2028-2029. 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 RFQQ, as determined by OSPI, may be added to the resulting contract by a written amendment mutually agreed to and executed by both parties.

A.7. FUNDING

OSPI has budgeted an amount not to exceed ninety thousand dollars ($90,000) for this project; however, OSPI does not represent or guarantee any minimum purchase from the resulting contract. Proposals in excess of this amount will be rejected as non-responsive and will not be evaluated.

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

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

One hundred percent (100%) of the funds proposed for this project will be funded using Federal money provided by Catalog of Federal Domestic Assistance number 84.011A (Award S011A250048). The selected contractor must therefore comply with *Federal Grant Terms and Conditions*.

A.8. AMERICANS WITH DISABILITIES ACT

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

Section B. GENERAL INFORMATION FOR BIDDERS

This section describes the procurement timeline and includes useful information for Bidders such as procurement procedure and state requirements.

B.1. RFQQ COORDINATOR

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

	Contact Information
Name:	Josie Horn
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 RFQQ must be directed only to the RFQQ Coordinator noted in Section B.1. Questions and/or inquiries must be sent via email and should include the RFQQ number. Consultants are to rely on written statements issued by the RFQQ Coordinator. Communication directed to parties other than the RFQQ Coordinator will be considered unofficial and non-binding on OSPI, and may result in disqualification of the Consultant. Answers or other applicable addenda will be posted to OSPI and WEBS in accordance with the schedule in Section B.3.

Bidders are encouraged to make any inquiry regarding the Competitive Solicitation as early in the process as possible to allow OSPI to consider and, if warranted, respond to the inquiry. If a Bidder does not notify the Procurement Coordinator of an issue, exception, addition, or omission, such matter may be considered to be waived by the bidder for protest purposes.

B.3. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Action	Date
OSPI issues RFQQ	November 18, 2025
Letter of Intent due	**December 15, 2025**
Question and Answer period	November 18 – December 19, 2025
OSPI hosts Pre-Bid Conference	**1:00 p.m. on December 8, 2025**
OSPI posts Question and Answer Addendum or Amendment resulting from Pre-Bid Conference (if necessary)	December 15, 2025
Last date to submit questions regarding RFQQ	December 19, 2025
Complaints due	December 26, 2025
OSPI posts final Question and Answer Addendum or Amendment (if necessary)	December 30, 2025
Proposals due	**3:00 p.m. on January 5, 2026**
OSPI conducts evaluation of written proposals	January 6 – 12, 2026
OSPI conducts oral interviews with finalists (if determined necessary by OSPI)	January 19 – 20, 2026
OSPI announces "Apparent Successful Bidder" and sends notification to unsuccessful Bidder(s)	January 21, 2026
OSPI conducts debriefing conferences (if requested)	As requested, per debriefing instructions
Contract negotiation begins	January 21, 2026
Anticipated contract start date	March 2, 2026

OSPI reserves the right to revise the above schedule.

B.4. LETTER OF INTENT

It is recommended that Consultants intending to submit a proposal provide a ***Letter of Intent to propose no later than 5:00 pm PT on December 15, 2025.*** The letter must be submitted via email to the RFQQ Coordinator.

B.5. PRE-BID CONFERENCE .

A pre-bid conference is scheduled to be held on December 8, 2025, at 1:00 pm PT. The purpose of the pre-bid conference is to clarify the Competitive Solicitation as needed and raise any issues or concerns that bidders may have.

The pre-bid conference will be held virtually: https://zoom.us/j/93170188938?from=addon

All prospective Consultants should attend; however, attendance is not mandatory. Written questions may be submitted in advance to the RFQQ Coordinator. OSPI shall be bound only to written answers to questions. Any oral responses given at the pre-bid conference shall be considered unofficial until OSPI releases a written copy of the questions and answers from the pre-bid conference. 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 RFQQ within five (5) business days of the pre-bid conference.

Assistance for disabled, blind, or hearing-impaired persons who wish to attend the pre-bid conference is available with prior arrangement by contacting the Procurement Coordinator.

OSPI has the right to cancel or stop the pre-bid conference if no interested bidders join within thirty (30) minutes of the start.

B.6. COMPLAINT PROCEDURE

The complaint process is available to Consultants interested in this RFQQ. 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 RFQQ Coordinator. 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 RFQQ, 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. PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Your entire response to this RFQQ 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.7.i. CONFIDENTIAL DOCUMENTS

For the purposes of this RFQQ, 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.7.ii. PUBLIC RECORDS REQUESTS

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

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

If you have any questions, refer to the OSPI Public Records Office.

B.8. ADDENDUMS AND AMENDMENTS TO THE RFQQ

In the event it becomes necessary to revise any part of this RFQQ, 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 RFQQ. Additionally, all addenda referred to above will be released on WEBS under the commodity code(s) listed on the cover page of this RFQQ. Only consultants who have properly registered in WEBS will receive automatic notification of amendments or other correspondence pertaining to this RFQQ. 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 RFQQ.

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

In accordance with the legislative findings and policies set forth in chapter 39.19 RCW, the State of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this RFQQ or on a subcontractor basis. For more information on certification, contact the Washington Office of Minority and Women's Business Enterprises. However, no preference points 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.

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.

Vendors who meet criteria set forth in chapter 39.19 RCW, should complete and submit the *Business Enterprise Certification Form* with the *Contractor Intake Form*.

B.10. ETHICS, POLICIES, & LAW

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

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

B.11. ACCEPTANCE PERIOD

Proposals must provide ninety (90) business days for acceptance by OSPI from the due date for receipt of proposals. OSPI may accept such bid, with or without further negotiation, at any time within such period.

B.12. RESPONSIVENESS

All proposals will be reviewed by the RFQQ Coordinator to determine compliance with administrative and minimum requirements and instructions specified in this RFQQ - i.e., does

the bid include each of the required bid submittals, are the submittals complete, signed, legible. OSPI may reject a Proposal as non-responsive 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 RFQQ, including Attachments
- Submission of incorrect, misleading or false information
- History of prior unsatisfactory contractual performance

The RFQQ Coordinator or evaluator(s) may contact any Bidder for clarification of the proposal. A bidder's failure to provide requested information to OSPI within ten (10) business days may result in disqualification. 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 informalities. An informality is an immaterial variation from the exact requirements of the Competitive Solicitation, having no effect or merely a minor or negligible effect on quality, quantity, or delivery of the goods or the quality, capability, or performance of the services being procured, and the correction or waiver of which would not affect the relative standing of, or be otherwise prejudicial, to bidders.

B.13. MOST FAVORABLE TERMS

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

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

B.14. CONTRACT AND GENERAL TERMS & CONDITIONS

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

Should contract negotiations fail to be completed within two (2) weeks after initiation, the Agency may immediately cease contract negotiations, declare the Bidder with the second highest score as the new Apparent Successful Bidder, and enter into contract negotiations with that Vendor. This process will continue until the Contracts are signed or no qualified Bidders remain.

B.15. COSTS TO PROPOSE

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

B.16. NO OBLIGATION TO CONTRACT

This RFQQ 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 RFQQ in whole or in part, prior to execution of a contract without penalty.

B.17. REJECTION OF PROPOSALS

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

B.18. COMMITMENT OF FUNDS

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

B.19. STATEWIDE VENDOR PAYMENT REGISTRATION

Consultants awarded contracts as a result of this RFQQ will be required to register as a Statewide Vendor (SWV). The SWV file is a central vendor file maintained by the Office of Financial Management for use by Washington State agencies in processing vendor payments. This allows

vendors to receive payments from all participating state agencies by direct deposit, the State's preferred method of payment. All OSPI Contractors are required to register as a Statewide Vendor; however, participation in direct deposit is optional. For online registration, visit the Office of Financial Management website.

B.20. WASHINGTON STATE BUSINESS REGISTRATION

Consultants awarded contracts as a result of this RFQQ will be required to register with the Washington Secretary of State and/or Washington State Department of Revenue if registration requirements set forth by the Department of Revenue apply.

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

This section identifies how to prepare and submit a bid/proposal for this Competitive Solicitation. In addition, bidders will need to review and follow the Competitive Solicitation requirements including those set forth in the exhibits, which identifies the information that bidders must provide to the Procurement Coordinator to constitute a responsive bid. By responding to this Competitive Solicitation and submitting a bid, bidders acknowledge having read and understood the entire Competitive Solicitation and accept all information contained within this Competitive Solicitation.

C.1. SUBMISSION OF PROPOSALS

Consultants shall submit proposals as an attachment to an email to the RFQQ Coordinator noted in Section B.1. ***Proposals must arrive by 3:00 p.m. PT on January 5, 2026.*** The RFQQ number must be noted in the email subject line. Attachments to the email shall be Microsoft Word, Portable Document Format (PDF), or a zipped file. The maximum file size that can be received via email at OSPI is 35MB. Bidders should also be aware of their own service provider's limits which may be more restrictive. Proposals that exceed such limits may be submitted via OneDrive. OSPI does not assume responsibility for any problems with the electronic delivery of materials, unless it is determined that OSPI's email system or server was at fault.

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.

C.2. 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
    a. Certifications and Assurances
    b. Contract Issues List (if applicable)
    c. Qualification Affirmations
    d. Contract Intake Form

2. Management Proposal
3. 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.3. LETTER OF SUBMITTAL

The Letter of Submittal shall include introductory remarks, contact information for the Bidder's point of contact for the proposal, 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.4. MANAGEMENT PROPOSAL

C.4.i. Project Management/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. 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 an organizational chart of your firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management. Include who within the firm will have prime responsibility and final authority for the work.

C.4.ii. Experience of the Consultant/Staff/Subcontractors

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

Bidder shall also affirm minimum qualifications on the *Qualification Affirmations Form*.

Related Contracts – Include a list of contracts the Consultant has had during the last five (5) years that relate to the Consultant's ability to perform the services needed under this

RFQQ. List contract reference numbers, contract period of performance, contact persons, phone numbers, and email addresses.

C.4.iii. References

List names, addresses, telephone numbers, and fax numbers/email addresses of three (3) business references for whom work has been accomplished and briefly describe the type of service provided for them.

By submitting a proposal in response to this RFQQ, 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. OSPI reserves the right to use references to confirm satisfactory customer service, performance, satisfaction with service/product, knowledge of products/service/industry and timeliness. Any negative or unsatisfactory reference can be reason for rejecting a bidder as non-responsible.

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 two (2) of examples or samples of previous work/deliverables for related projects.

C.4.vi. Subcontractors

Identify any known or potential subcontractors who will be assigned to the potential contract.

Once a contract is awarded, the contract will be subject to compliance tracking using the State's business diversity management system, Access Equity (B2Gnow). Confidential information (Tax ID, etc.) will not be published. Contractors that have previously registered with B2Gnow for any public entity, must verify the system has updated information. User guides and documentation related to Contractor and Subcontractor access to and use of Access Equity are provided by the Office of Minority and Women's Business Enterprises in the Access Equity Help Center.

Each month during the contract, the Contractor is required to report payments to all Subcontractors through the Access Equity system. This monthly reporting information includes total payment in dollars made to the Subcontractor, payment dates, and any additional information required to verify payment to Subcontractors. The Contractor shall enter this payment information into the Access Equity system, and require the Subcontractors verify the information in the system. Online training is available through the Access Equity/B2Gnow system. This requirement applies to both Contractors and Subcontractors, proposed during the procurement process and/or after a contract has been awarded and/or executed.

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.

In the event that bidder is awarded a Contract, the total price for the goods and/or services shall be bidder's price as submitted. Except as provided in the Contract, there shall be no additional costs of any kind.

C.5.i. Identification of Costs

Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the Contract. The Consultant is to submit a fully detailed budget including staff costs, administrative costs, travel costs, and any other expenses necessary to accomplish the tasks and to produce the deliverables under the Contract. A bidder's failure to identify all costs in a manner consistent with the instructions in this Competitive Solicitation is sufficient grounds for disqualification. 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 contracts is the following:

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

Section D. EVALUATION AND AWARD

D.1. EVALUATION PROCEDURE

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this RFQQ 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.

For responsive bids, OSPI will determine whether the bidder is a "responsible bidder." Accordingly, OSPI may make reasonable inquiry to determine bidder responsibility on a pass/fail basis. In determining bidder responsibility, OSPI may consider the following statutory elements:

- Bidder's ability, capacity, and skill to perform the contract or provide the service required;
- Bidder's character, integrity, reputation, judgment, experience, and efficiency;
- Bidder's ability to perform the contract within the time specified;
- Bidder's performance quality pertaining to previous contracts or services;
- Bidder's compliance with laws relating to the contract or services;
- Whether, within the three-year period immediately preceding the date of the Competitive Solicitation, bidder has been determined by a final and binding citation and notice of assessment issued by the Washington State 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 chapter 49.46, 49.48, or 49.52 RCW; and
- Such other information as may be secured having a bearing on the decision to award the Contract.

In accordance with RCW 39.26.160(2)(a)-(g), OSPI may request financial statements, credit ratings, references, record of past performance, clarification of bidder's bid, on-site inspection of bidder's or subcontractor's facilities, or other information as necessary to determine bidder's capacity to perform and the enforceability of bidder's contractual commitments. Failure to respond to these requests may result in a bid being rejected as non-responsive.

D.2. EVALUATION AND SCORING

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

Category	Maximum Points Possible
Responsive to Minimum Qualifications and Requirements	**Pass/Fail**
Responsible Bidder	**Pass/Fail**
Management Proposal	**60 points**
Project Team Structure/Internal Controls	20
Staff Qualifications/Experience	40
Cost Proposal	**70 points**
Cost details of services to be performed necessary to accomplish objectives of the contract	
Subtotal	**130 points**
Reference Checks (if determined necessary by OSPI)	20
Oral Presentation Interview/Demonstration (if determined necessary by OSPI)	20
TOTAL POINTS POSSIBLE	**170 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.

By submitting a proposal in response to this RFQQ, 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. OSPI reserves the right to use references to confirm satisfactory customer service, performance, satisfaction with service/product, knowledge of products/service/industry and timeliness. Any negative or unsatisfactory reference can be reason for rejecting a bidder as non-responsible.

D.4. INTERVIEW/DEMONSTRATION

After bids are received and written evaluations are completed, OSPI, at its sole discretion, may request that one or more top bidders with the highest-scored proposals participate in an oral interview and/or presentation or demonstration. Should OSPI elect to hold interviews/demonstrations, it will contact the top-scoring bidder(s) to schedule a date, time, and location. Bidder(s) is/are encouraged to hold the date(s) indicated in the Estimated Schedule of Procurement Activities. OSPI will provide further instruction at the time of scheduling demonstrations/interviews. Commitments made by the Bidder at the interview/demonstration, 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. Alternatively, OSPI reserves the right to cancel this solicitation and not award a contract to any Bidder.

Upon OSPI's announcement of ASB, all bid submissions and all bid evaluations are subject to public disclosure pursuant to Washington's Public Records Act.

Following announcement of ASB, the agency will publicly post awarded bid(s) and bid award documents to its website.

D.6. NOTIFICATION TO BIDDERS

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

D.7. DEBRIEFING OF UNSUCCESSFUL BIDDERS

At the Bidder's request, an individual debriefing conference will be scheduled with an unsuccessful Bidder. A Debrief Conference is an opportunity for a bidder and OSPI to meet and

discuss the bidder's bid (and, as further explained below, is a necessary prerequisite to filing a protest). Following the bid evaluation, OSPI will issue an ASB announcement. The request for a debriefing conference must be received by the RFQQ 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. Debrief conferences may be conducted either in person at OSPI's office in Olympia, Washington, or virtually (e.g., by telephone or web-based virtual meeting such as Zoom, Skype, MS Teams), as determined by OSPI, and may be limited by OSPI to a specified period of time.

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 RFQQ 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 RFQQ Coordinator. Protests shall be submitted to the RFQQ 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 RFQQ 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 RFQQ 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.

D.9. ADDITIONAL AWARDS

OSPI reserves the right, during the resulting Contract term, to make additional Contract awards to responsive, responsible bidders who provided a bid but who were not awarded a Contract under this RFQQ. Such awards would be on the same or substantially similar terms and conditions and would be designed to address an awarded Contractor vacancy (e.g., an awarded contractor is terminated or goes out of business) or be in the best interest of the State of Washington.

Section E. RFQQ EXHIBITS

Exhibit A Certifications and Assurances
Exhibit B Qualification Affirmations
Exhibit C Sample Contract
Exhibit D General Terms and Conditions
Exhibit E Federal Grant Terms and Conditions
Exhibit F Data Sharing Terms and Conditions
Exhibit G Data and Information Handling Disposal Policy
Exhibit H Contract Issues List
Exhibit I OSPI Americans with Disabilities Act Compliance: Graphics and Colors
Exhibit J Contractor Intake Form
Exhibit K Proposal Checklist

EXHIBIT A

CERTIFICATIONS AND ASSURANCES

Available as a fillable form 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 the Contract Issues Exhibit.

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 a fillable form on OSPI's procurement website.

CONSULTANT INFORMATION	
Bidder:	

MINIMUM QUALIFICATIONS

Please check all boxes that apply.

- ☐ 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.
- ☐ Experience collecting and analyzing student data on highly mobile student populations, or similar populations including migratory student populations.
- ☐ Experience facilitating group forums to glean information pertinent to the evaluation and establishment of the academic and support needs of at-risk, highly mobile student populations.
- ☐ Experience developing summaries and reports reflecting data collection and group facilitation.
- ☐ Experience presenting summaries and reports to various stakeholders serving the academic and support needs of migratory students.

ADDITIONAL DESIRED QUALIFICATIONS

Please check all boxes that apply.

- ☐ Experience collecting and analyzing data from a variety of sources, including focus groups and individual interviews.
- ☐ Knowledge of migratory student demographics in Washington State.
- ☐ Knowledge of ESSA Title I Part C Education of Migratory Children.
- ☐ Ability to engage in meaningful conversations with migratory parents and students, and school district staff.
- ☐ Ability to hold conversations with migratory parents and students with appropriate language supports.
- ☐ Ability to hold conversations with migratory parents and students with appropriate language supports.
- ☐ Ability to work both on-site and remotely with a variety of stakeholders including school staff and administrators.
- ☐ Knowledge and experience with Interstate and Intrastate coordination and collaboration aspects of the Title I Part C Education of Migratory Children in working with other State Educational Agencies.
- ☐ Knowledge and experience in working with the National Association of State Directors of Migrant Education (NASDME) to glean promising and best practices for serving migratory students across the nation.

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.

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

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

EXHIBIT C
SAMPLE CONTRACT

Contract No. _____

between

SUPERINTENDENT OF PUBLIC INSTRUCTION,
STATE OF WASHINGTON
(hereinafter referred to as Superintendent)
Old Capitol Building, P.O. Box 47200
Olympia, WA 98504-7200

and

>CONTRACTOR<
(hereinafter referred to as Contractor)
>ADDRESS<

>Federal Identification #<
>Unified Business Identifier #<

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

I. DUTIES OF THE CONTRACTOR

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

The Title I, Part C Education of Migratory Children, under the Elementary and Secondary Education Act (ESEA), must conduct a Comprehensive Needs Assessment to identify the academic and support needs of eligible migratory students. This cycle of continuous improvement is on a three- (3)- year cycle of needs assessment, service delivery, and annual evaluation of the service delivery plans measurable outcomes and services.

The Contractor shall conduct an evaluation of the existing state service delivery plan (2024-2025 and 2025-2026), and evaluation of the updated/newly developed service delivery plan.

B. In order to accomplish the general objective(s) of this Contract, Contractor shall perform the following specific duties, and those outlined in OSPI's Request for Proposals No. 2026-11, and Contractor's Proposal, to the satisfaction of the OSPI Contract Manager:

>SCOPE OF WORK PLACEHOLDER<

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

>DELIVERABLES PLACEHOLDER<

All written reports/documents required under this contract must be delivered to the OSPI Contract Manager in accordance with the schedule above.

D. **ADA Compliance:** All documents, videos, audio records, presentations, or other deliverables required under the resulting Contract shall be produced in format, compliant with the Americans With Disabilities Act and follow the Web Content Accessibility Guidelines (WCAG) 2.0, OSPI's formatting standard specified in Attachment – 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 the resulting 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.

E. **Data Compliance:** OSPI agrees to share student data with the Contractor in order to fulfill the work prescribed under this Contract. Therefore, Contractor shall comply with Attachment – Agreement to Authorize the Release and Use of Student-Level Data and Attachment – Statement of Confidentiality and Non-Disclosure before any data will be exchanged. Upon expiration or termination of this Contract, Contractor shall sign Attachment – Certification of Data Destruction and return to the OSPI Contract Manager within fifteen (15) days of the date of disposal.

F. **Subcontracting.** This Contract is subject to compliance tracking using the State's business diversity management system, Access Equity (B2Gnow). The Contractor and all Subcontractors shall report and confirm receipt of payments made to the Contractor and each Subcontractor through the Access Equity system, per Subcontractor Payment Reporting requirements within Attachment A – General Terms and Conditions.

- Within fifteen (15) days of contract commencement, the Contractor shall register and enter all required subcontractor information into the Access Equity system.
- Within twenty (20) days of contract commencement, the Contractor shall complete the required user training.

- Within thirty (30) days of payment from OSPI to the Contractor, the Contractor shall report the amount and date of all payments (i) received from the Superintendent, and (ii) paid to Subcontractors.

As such, OSPI hereby acknowledges Contractor will utilize the following subcontractors. Any additional subcontractors/substitutions of subcontractors shall be submitted to the OSPI Contract Manager in writing before performing any duties related to this Contract.

- **>SUBCONTRACTOR PLACEHOLDER<**
- **>SUBCONTRACTOR PLACEHOLDER<**

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:

MARCH 2, 2026, or date of execution, whichever is later, through **AUGUST 31, 2026**.

Superintendent has the right to renew this Contract in whole or in part for the following one (1) year periods: 2026 to 2027, 2027 to 2028, and 2028 to 2029, by giving notice to the Contractor. If Superintendent provides such notice to the Contractor, the Contractor shall be obligated to enter into a contract with the same fiscal obligations as the previous Contract year, provided that Superintendent and Contractor shall negotiate any revision of additional services or goals beyond those encompassed in the previous Contract.

III. DUTIES OF THE SUPERINTENDENT

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

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

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

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

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

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

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

Funds for the payment of this Contract are provided by federal program(s) **Title I Part C** of the Elementary and Secondary Education Act of 1965, CFDA #84.011A Award #S011A250048, therefore, Contractor shall comply with Federal Grant Terms and Conditions, attached hereto as Attachment A1.

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

>PAYMENT SCHEDULE PLACEHOLDER<

Invoice(s) will be paid only after approval by the Contract Manager and Agency Financial Services, OSPI. The invoice shall include an original signature, the contract number, and document to the Contract Manager's satisfaction a description of the work performed and payment requested. Within approximately thirty (30) working days of the Contract Manager 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 OSPI Contract Manager if received by the OSPI Contract Manager within ninety (90) days after the contract expiration date, unless negotiated with the OSPI Contract Manager and the Fiscal Budget Analyst.

IV. CONTRACT MANAGEMENT

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

Contractor	**OSPI**
[Contract Manager's Name] [Contract Manager's Title] [Contract Manager's Address] Phone: ( ) -	[Contract Manager's Name] [Contract Manager's Title] Old Capitol Building, PO Box 47200 Olympia, WA 98504-7200 Phone: ( ) -

SAMPLE
Do Not Complete

Email: [Contract Manager's Email Address]	Email: [Contract Manager's Email Address]

V. INCORPORATION OF ATTACHMENTS AND ORDER OF PRECEDENCE

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

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

VI. APPROVAL

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

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

CONTRACTOR	Superintendent of Public Instruction State of Washington
Signature	OSPI Contracts Administrator
Print Name Date	Date
Who certifies that he/she is the Contractor identified herein OR a person duly qualified and authorized to bind the Contractor so identified to the foregoing Agreement.	Approved as to FORM ONLY by the Assistant Attorney General

SAMPLE
Do Not Sign

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:
"Contract" or **"Agreement"** means the entire written agreement between OSPI and the Contractor, including any attachments, exhibits, documents, or materials incorporated by reference. Contract and Agreement may be used interchangeably.

"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.

"Services" means all work performed or provided by Contractor pursuant to this Contract.

"Statement of Work" or **"SOW" or "Scope of Work"** means a detailed description of the work activities the Contractor is required to perform under the terms and conditions of this Contract, including the deliverables and timeline.

"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.

"Superintendent" shall mean the Office of Superintendent of Public Instruction (OSPI) 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. Superintendent and OSPI may be used interchangeably.

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 claim 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. **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.

c. **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. Nondiscrimination.

a. **Nondiscrimination Requirement.** During the term of this Contract, the Contractor, including any subcontractor, shall comply with all the federal and state nondiscrimination laws, regulations and policies, which are otherwise applicable to the Superintendent. Accordingly, on the bases enumerated at RCW 49.60.530(3), 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. In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

b. **Obligation to Cooperate.** Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

c. **Default.** Notwithstanding any provision to the contrary, the Superintendent may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Superintendent receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), the Superintendent may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

d. **Remedies for Breach.** Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract 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, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. The Superintendent shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe the Superintendent for default under this provision.

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 invoice 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, and (2) Acceptance and certification by the OSPI Contract Manager or designee of satisfactory performance by the Contractor.

    Except as otherwise provided in this Contract, (1) All approvable invoices 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 OSPI Contract Manager 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. **Subcontractor Payment Reporting.** If a subcontractor is used to is perform all or part of the services under this Contract under a separate contract with the Contractor, this Contract is subject to compliance tracking using the State's business diversity management system, Access Equity (B2Gnow). The Contractor and all Subcontractors shall report and confirm receipt of payments made to the Contractor and each Subcontractor through the Access Equity system. User guides and documentation related to Contractor and Subcontractor

access to and use of Access Equity are provided by the Office of Minority and Women's Business Enterprises in the Access Equity Help Center. The Superintendent reserves the right to withhold payments from the Contractor for non-compliance with this section. For purposes of this section, Subcontractor means any subcontractor working on the Contract, at any tier and regardless of status as certified woman and/or minority business (WMBE) or Non-WMBE. The Contractor shall:

a. Register and enter all required Subcontractor information into Access Equity no later than fifteen (15) days after the Superintendent creates the Contract Record.

b. Complete the required user training (two (2) one- (1-) hour online sessions) no later than twenty (20) days after the Superintendent creates the Contract Record.

c. Report the amount and date of all payments (i) received from the Superintendent, and (ii) paid to Subcontractors, no later than thirty (30) days, issuance of each payment made by the Superintendent to the Contractor, unless otherwise specified in writing by the Superintendent, except that the Contractor shall mark as "Final" and report the final Subcontractor payments) into Access Equity no later than thirty (30) days after the final payment is due the Subcontractor(s) under the Contract, with all payment information entered no later than sixty (60) days after end of fiscal year.

d. Monitor contract payments and respond promptly to any requests or instructions from the Superintendent or system-generated messages to check or provide information in Access Equity.

e. Coordinate with Subcontractors, or Superintendent, when necessary, to resolve promptly any discrepancies between reported and received payments.

f. Require each Subcontractor to: (i) register in Access Equity and complete the required user training; (ii) verify the amount and date of receipt of each payment from the Contractor or a higher tier Subcontractor, if applicable, through Access Equity; (iii) report payments made to any lower tier Subcontractors, if any, in the same manner as specified herein; (iv) respond promptly to any requests or instructions from the Contractor or system-generated messages to check or provide information in Access Equity; and (v) coordinate with Contractor, or Superintendent when necessary, to resolve promptly any discrepancies between reported and received payments.

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

40. Technology Security Requirements. The security requirements in this document reflect the applicable requirements of Standard 141.10 of the Office of the Chief Information Officer

(OCIO) for the state of Washington, which by this reference are incorporated into this agreement.

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

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

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

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

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

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

a. At Superintendent's discretion, the Superintendent may give written notice of intent to renegotiate the Contract under the revised funding conditions.

b. At Superintendent's discretion, the Superintendent may give written notice to Contractor to suspend performance when Superintendent determines there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed.

(1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.

(2) When Superintendent determines that the funding insufficiency is resolved, it will give the Contractor written notice to resume performance, and Contractor shall resume performance.

(3) Upon the receipt of notice under b. (2), if Contractor is unable to resume performance of this Contract or if the Contractor's proposed resumption date is not acceptable to Superintendent and an acceptable date cannot be negotiated, Superintendent may terminate the Contract by giving written notice to the Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. Superintendent shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.

c. Superintendent may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. Superintendent shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to Superintendent in the event the termination option in this section is exercised.

d. For purposes of this section, "written notice" may include email.

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

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

The rights and remedies of the Superintendent provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law under this Contract.
After receipt of a notice of termination, and except as otherwise directed by the Superintendent, the Contractor shall:

a. Stop work under this Contract on the date and to the extent specified, in the notice;

b. Place no further orders or subcontractors for materials, services or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;

c. Assign to the Superintendent, in the manner, at the times, and to the extent directed by the Superintendent, all rights, title, and interest of the Contractor under the orders and subcontracts in which case the Superintendent has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Superintendent to the extent the Superintendent may require, which approval or ratification shall be final for all the purposes of this clause;

e. Transfer title to the Superintendent and deliver, in the manner, at the times and to the extent as directed by the Superintendent, any property which, if the Contract had been completed, would have been required to be furnished to the Superintendent;

f. Complete performance of such part of the work not terminated by the Superintendent; and

g. Take such action as may be necessary, or as the Superintendent may direct, for the protection and preservation of the property related to this Contract which, in is in the possession of the Contractor and in which the Superintendent has or may acquire an interest.

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

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

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

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

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

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

EXHIBIT E
FEDERAL GRANT TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

EXHIBIT F
DATASHARE 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 G
DATA AND INFORMATION HANDLING DISPOSAL POLICY

AGENCY POLICY

Office of Superintendent of Public Instruction

POLICY TITLE	**Data and Information Handling and Disposal**		
NUMBER	TE-010	**EFFECTIVE**	June 16, 2020
APPLIES TO	All OSPI Employees and Contractors	**CONTACT**	Chief Information Officer

[Original Effective Date: 10/27/14]

PURPOSE

The Office of Superintendent of Public Instruction (OSPI) collects, creates, and maintains large amounts of data and information in order to provide educational services and to comply with state and federal requirements. Data must be appropriately managed across the entire data life-cycle, from the time it is captured to the time it is destroyed. Data and information can be in electronic or paper form.

This policy prescribes the methods for handling and disposing of data and information.

DEFINITIONS

Category 3 and 4 – Confidential Data/Information	Data that carry the risk for adverse effects from an unauthorized or inadvertent disclosure. This includes any negative or unwanted effects experienced by an individual whose personally identifiable information (PII) from education records was the subject of a loss of confidentiality that may be socially, physically, or financially damaging, as well as any adverse effects experienced by the organization that maintains the PII. See *Guide to Protecting the Confidentiality of Personally Identifiable Information (PII)*, 2010, NIST Special Publication 800-122, for more information.
Education Records	Records that are directly related to a student and are maintained by an educational agency or institution or by a party acting for the agency or institution. For more information, see the Family Educational Rights and Privacy Act regulations, 34 CFR § 99.3.

Encryption	The process of transforming information using a cryptographic algorithm (called a cipher) to make it unreadable to anyone except those possessing special knowledge, usually referred to as an encryption/decryption key. "One way" encryption is a data destruction technique which makes use of encryption techniques to render data unusable by first encrypting the data and then destroying the key used to encrypt the data initially.
Personally Identifiable Information (PII)	PII from education records includes information, such as a student's name or identification number that can be used to distinguish or trace an individual's identity either directly or indirectly through linkages with other information. See Family Educational Rights and Privacy Act regulations, 34 CFR § 99.3, for a complete definition of PII specific to education records and for examples of other data elements that are defined to constitute PII.
Sanitization of the Media	A process which is applied to data or storage media to make data retrieval unlikely for a given level of effort. *Clear*, *Purge*, and *Destroy* are actions that can be taken to sanitize data and media.

POLICY

The Washington State Office of the Chief Information Officer (OCIO) directs agencies to classify information based on the sensitivity of data and information into categories (OCIO Policy/Standard 141/141.10). The four categories from the OCIO are:

- Category 1—Public Information
- Category 2—Sensitive Information
- Category 3—Confidential Information
- Category 4—Confidential Information Requiring Special Handling

The Family Educational Rights and Privacy Act (FERPA) is a federal law that protects the confidentiality of student information. FERPA protects personally identifiable information (PII) from students' education records from disclosure without written consent from the parent or "eligible student" (a student who is 18 years of age, or who is attending a post-secondary institution), unless an exception to that consent requirement applies. PII within a student record, as described by FERPA, is Category 4 data.

While Category 1 data like finance, directory, and aggregated data are often provided on the OSPI website, Category 3 and 4 data must be properly secured. Category 2-Sensitive Information like educator data should not be released unless specifically requested through the public disclosure process. Certain educator data such as social security numbers, home addresses, home phone numbers, and home email addresses are protected by law.

OSPI must comply with applicable state and federal laws, rules, regulations, and policies related to maintaining and handling Category 4 data, including but not limited to:

- Personal information as defined in RCW 42.56.590 and RCW 19.255.10.
- Information about public employees as defined in RCW 42.56.250.
- Lists of individuals for commercial purposes as defined in RCW 42.56.070.
- Information about the infrastructure and security of computer and telecommunication networks as defined in RCW 42.56.420.
- Proper and secure maintenance of education records. FERPA: 34 C.F.R. §99; RCW 42.56; RCW 28A.605.030; WAC 392-500.
- Social Security Number Protection Act Pub.L. 111-318.
- Proper and secure maintenance of testing material, RCW 28A.635.040; WAC 181-87-060.

Below are each information class and the guidelines that help create understanding with regard to information behaviors concerning the safekeeping and disclosure of some information that is regulated by state and federal laws.

Information classifications

Category	Name	Characteristics
1	**Public Information**	Information that can be or currently is released to the public. It does not need protection from unauthorized disclosure but does need integrity and availability protection controls.
2	**Sensitive Information**	May not be specifically protected from disclosure by law and is for official use only. Sensitive information is generally not released to the public unless specifically requested.
3	**Confidential Information**	Information that is specifically protected from either release or disclosure by law.
4	**Confidential Information Requiring Special Handling**	Information that is specifically protected from disclosure by law and for which: a. Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements. b. Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

Category 1—Public Information

Public information is information that OSPI can release to the public. It is information that is published by the agency for general distribution.

Public information must be authorized for publication and protected from unauthorized changes. The protection of public records is cited in RCW 42.56.100. Some examples of public information include:

- Data on the OSPI Report Card.
- Business forms.
- Business brochures.
- Aggregate program information; for example:
    - Vendor agreements.
    - Non-security IT information.
    - Request for Quotation/Proposal (RFQ/RFP) documents.

Prohibited Activities:

- Changing public information without agency consent.

Required Safeguards:

- Information is labeled and handled according to agency policy.
- Information has passed all data quality checks.

Category 2—Sensitive Information

Sensitive information is business critical information OSPI uses to carry out its mission. Sensitive information can be released to the public, subject to the public disclosure process. It is information for which there is no exemption by state or federal law allowing nondisclosure to the public. Internal use of sensitive information should be restricted to an "as needed" basis and should be protected from unauthorized changes. Some examples of sensitive information include:

- Employment information.
- Internal telephone books and directories.

Prohibited Activities:

- Unauthorized access.
- Unauthorized deletion or changes.
- Unauthorized disclosure.
- Posting on public websites.

Required Safeguards:

- Stored on secured servers only.
- Internal use on an "as-needed" basis.
- Protection to prevent loss of information, theft, or unauthorized access.
- Controlled through the public records process to ensure proper release of information.

Category 3—Confidential Information

Confidential information is information OSPI cannot release to the public. It is information that is specifically protected by either state or federal law, exempting it from disclosure. Confidential information must be protected from unauthorized disclosure or change.

Confidential information generally includes:

- Testing materials and scores.
- Aggregate student information that is not suppressed according to suppression rules.
- IT security information that, if released, could jeopardize the integrity of data or result in fraud or unauthorized disclosure or modification of information.
- Other common exempt records as found here.

Prohibited Activities:

- Disclosure of confidential information.

- Posting on any public website.

Required Safeguards:

- Must be stored on secured servers only.

Category 4—Confidential Information Requiring Special Handling

Confidential information requiring special handling is information that OSPI cannot release to the public and for which additional protections need to be in place. This information includes:

- Information for which either state or federal laws or regulations require protection or dictate particular handling requirements.
- Information that is covered by a contract or agreement in which specific and strict handling requirements are set forth.
- Information for which serious consequences can arise from unauthorized disclosure ranging from life threatening action to legal sanctions.
- Personally Identifiable Information (PII) of students. (See Also: OSPI's Student Data Confidentiality policy)

Prohibited Activities:

- Transmitting over unsecure channels or viewing with unsecure applications, including regular email that is not encrypted.
- Posting on public websites.
- Unauthorized release of information to the public.

Required Safeguards:

- Storage on secured servers only.
- If emailed, use encryption software.
- Student records that are de-identified, containing PII, and/or records with Research IDs are provided only to external organizations with an approved OSPI data sharing agreement.
- Training for appropriate handling of this information is required.
- Information must be expunged from hard disks before servers or hard disks are surplused.

OSPI Data Share Agreements

When sharing Category 3 and 4 data outside the agency, an agreement must be in place unless otherwise prescribed by law. In OSPI, we typically call these Data Share Agreements and these agreements require specific components according to the OCIO:

- The specific data that will be shared.
- The specific authority for sharing the data.
- The category of the data shared.
- Access methods for the shared data.
- Authorized users and operations permitted.
- Protection of the data in transport and at rest.
- Storage and disposal of data no longer required.
- Backup requirements for the data if applicable.
- Other applicable data handling requirements (e.g. FERPA requirements).

Data share agreements with third parties must include provisions that specify all PII and Category 3 and 4 information provided to the third party must be destroyed when no longer needed for the specific purpose for which it was provided, including any copies of the PII and Category 3 and 4 data that may reside in system backups, temporary files, or other storage media. Depending on the sensitivity of the data being shared, be specific in the written agreement as to the type of destruction to be carried out.

Ensure accountability for destruction of PII and Category 3 and 4 information by using certification forms which are signed by the third party individual responsible for performing the destruction and contain detailed information about the destruction. The contract manager overseeing the data share agreement must conduct periodic audits.

Data Disposal Procedures

All media containing sensitive or confidential data must be secured per the OSPI Data and Information Handling and Disposal policy, Technology Acceptable Use policy, Release of Public Records policy, Records Management policy and procedure, and the Confidentiality of Student Data policy.

Contact the OSPI Helpdesk when unsure about data destruction.

For workstations and printer data scheduled for surplus follow these steps:

1. OSPI Helpdesk receives computers no longer in use by OSPI and reviews them for components that can be recycled and used further in other machines.
2. OSPI Helpdesk runs wiping software to erase data from the drives on the machines and then sends them to OSPI Agency Support.
3. Computers that do not respond to wiping software or take an unreasonable amount of time will have the hard drive removed and destroyed prior to leaving the building.
4. OSPI Agency Support sends all erased machines and drives to surplus.

PII and Category 3 and 4 information may also be present in non-electronic media. OSPI must manage non-electronic records in a similar fashion to electronic data. When data are no longer required, destroy non-electronic media using secure means to render it safe for disposal or recycling by using cross-cut shredders and/or secured recycling bins.

When destroying electronic data, use appropriate data deletion methods to ensure the data cannot be recovered. The simple deletion of the data or file is not effective. Often, when a data file is deleted, only the reference to that file is removed from the media. The actual data remain on the disk and are available for recovery until overwritten.

Do not use file deletion, disk formatting, and "one way" encryption to dispose of sensitive data—these methods are not effective because they leave the majority of the data intact and vulnerable to being retrieved by a determined person with the right tools.

Destroy CDs, DVDs, and any magneto-optical disks by pulverizing, cross-cut shredding, or burning.

Address in a timely manner, sanitization of storage media which might have failed and need to be replaced under warranty or service contract. A data breach may result from storage media containing sensitive information being returned to the manufacturer for service or replacement.

Signature _____ Date _____

Printed Name _____

APPROVED	
Chris P.S. Reykdal	6/16/20
Superintendent's Signature	Date Signed

EXHIBIT H
CONTRACT ISSUES LIST

This Exhibit is optional. Bidders need only to complete and submit this Exhibit ***IF*** bidder has issues, concerns, exceptions, or objections to any of the terms or conditions contained in the Sample Contract and/or any terms and conditions stated within the procurement. In such case, bidder must use this *Bidder's Contract Issues List* to identify the same as set forth below.

The *Contract Issues List* is designed to frame contract discussions, if any, between OSPI and bidders regarding the Contract terms and conditions. In completing the *Contract Issues List*, bidders **must**:

A. Identify the specific Contract section/subsection that creates a business issue, concern, exception, or objection;

B. Describe, in business terms, the issue, concern, exception, or objection pertaining to the Contract section/subsection;

C. Propose, in business terms, a solution that is reasonable in light of the Competitive Solicitation and the procurement solution being sought by OSPI; and

D. Provide bidder' reason or rationale supporting bidder's proposed solution, including how the proposed solution is commercially reasonable for a public contract, benefits both the bidder and the OSPI and equitably allocates contractual risk and return.

Please be advised: The Contract(s) to be awarded is the result of a Competitive Solicitation developed pursuant to Washington's Procurement Code for Goods/Services that is designed to meet governmental needs for eligible purchasers. OSPI endeavors to develop commercially reasonable Contracts that incentivize performance and equitably allocate risk and return based on stakeholder input from eligible purchasers, vendors, procurement professionals, and others. Accordingly:

- Contract revisions, if any, may NOT be bidder-specific, but must apply to all bidders.
- Redlined Documents Will Not Be Reviewed. Do not provide a redlined Contract or sections/subsections. Redlined text may result in OSPI making potentially inaccurate assumptions regarding bidder's issue(s). Instead, bidders must follow the instructions set forth above.
- 'Standard' Bidder Contracts Will Not Be Reviewed. Do not provide a copy of bidder's (or a third party's) 'standard' contract or contract section. It will not be reviewed.
- No Substantial Changes. Bidders are cautioned that this is a competitive solicitation for a public contract and **OSPI cannot and will not accept a bid or enter into a Contract that substantially changes the material terms and conditions set forth in this**

Competitive Solicitation and Contract. Bids that are contingent upon OSPI making substantial changes to material terms and conditions set forth in the Competitive Solicitation or Contract likely will be determined to be non-responsive.

OSPI will consider the number and nature of the items on *Contract Issues List* in determining the likelihood of completing a Contract with such bidder

Available as a fillable form on OSPI's procurement website.

Bidder's Contract Issues List				
Bidder Name:				
No.	Contract Section	Issue Description	Bidder's Proposed Solution	Bidder's Rationale for Proposed Solution
1.				
2.				
3.				
4.				
5.				

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

Many people with low vision do not see web pages 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.

For example, some 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. The size can vary depending on the 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.

- Charcoal color code: #40403d
- Cream color code: #f7f5eb

Preferred

#40403d	#f7f5eb

Optional

#0d5761	#8cb5ab

Washington Office of Superintendent of
PUBLIC INSTRUCTION

EXHIBIT J
CONTRACTOR INTAKE FORM

Available as a fillable form on OSPI's procurement website.

EXHIBIT K
PROPOSAL CHECKLIST

This checklist identifies the components that must be submitted to constitute a complete proposal. Proposals that do not include the components identified below may be rejected as nonresponsive. In addition, a bidder's failure to complete any submittal as instructed may result in the proposal being rejected. Bidders may not provide unsolicited materials. For any supplemental materials expressly required by this procurement in writing, bidders must identify such supplemental materials with the bidder's name.

This checklist does not need to be submitted with your proposal.

Component
☐ **Letter of Submittal**
☐ **Management Proposal**
☐ **References**
☐ **Cost Proposal**
☐ **Certifications and Assurances** The certification must be signed and submitted by a duly authorized representative for the bidder. Download an editable version from OSPI's website
☐ **Qualification Affirmations** Bidder must confirm that the bidder meets all minimum qualifications set forth in the Minimum Qualifications section. Download an editable version from OSPI's website
☐ **Contract Issues List** Bidders need only to complete and submit this Exhibit ***IF*** bidder has issues, concerns, exceptions, or objections to any of the terms or conditions contained herein. Download an editable version from OSPI's website
☐ **Contractor Intake Form** Must be signed and submitted by a duly authorized representative for the bidder. Download an editable version from OSPI's website
☐ **Washington State Business License**, if applicable (see *Contractor Intake Form*). Provide a copy of the business license, **or** the UBI number on the *Contractor Intake Form*. A bidder without a Washington State Business License may submit a proposal. Contingent upon award, the bidder may be required to obtain a license. For more information about this, visit the Department of Revenue website.