

Request for Proposals No. 2026-20

Statewide Individualized Education Program (IEP) Platform

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

PRE-BID CONFERENCE: 2:00 p.m., Pacific Time (PT) on May 14, 2026

LETTER OF INTENT DUE DATE: 5:00 p.m. Pacific Time (PT) on May 22, 2026

PROPOSAL DUE DATE: 12:00 p.m., Pacific Time (PT) on June 30, 2026

ESTIMATED CONTRACT PERIOD: December 1, 2026, through November 30, 2029. Amendments extending the period of performance, if any, shall be at the sole discretion of OSPI.

CONSULTANT ELIGIBILITY: This solicitation is open to those Consultants who satisfy the minimum qualifications stated herein and that are available for work in Washington State.

SUBMIT PROPOSAL TO: contracts@k12.wa.us

All communications concerning this RFP must be directed only to the RFP Coordinator via email. Any other communication will be considered unofficial and non-binding on OSPI. Consultants are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Consultant.

This RFP is available at the [Office of Superintendent of Public Instruction \(OSPI\) website](#) and at the Department of Enterprise Services, [Washington Electronic Business Solution \(WEBS\) Procurement website](#). All RFP amendments and/or Consultant questions and OSPI answers will be posted to these sites. All interested Consultants must be registered with WEBS under the following commodity codes to receive automatic notifications: All codes under 208; All codes under 209; 958-23; 961-56; 918-29; 920-03; 920-04; 920-05; 920-40; 920-46; 920-64

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 RFP and provides information about this procurement, including the potential scope of the opportunity and requirements.

A.1. DEFINITIONS

Definitions for the purposes of this RFP include:

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

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

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

Behavior Intervention Plan (BIP) – A behavioral intervention plan is a plan incorporated into a student’s IEP if determined necessary by the IEP team for the student to receive Free Appropriate Public Education.

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

Bidder – Individual organization, public or private agency submitting a proposal 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.

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 following the announcement of the Apparent Successful Bidder for the purpose of receiving information regarding the review and evaluation of that Bidder's Response.

Educational Service District (ESD) – A regional public multiservice agency authorized to develop, manage, and provide services or programs to students eligible for special education services within school districts; Recognized as an administrative agency by the OSPI for purposes of the provision of special education and related services provided within public elementary schools and secondary schools

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.

Functional Behavioral Assessment (FBA) – A process for identifying the reasons behind or factors contributing to a student's behavior. An FBA may be required as part of a student's special education documentation as identified in WAC 392-172A-05149, 392-172A-05147 and WAC 392-172A-05148.

Individualized Education Program (IEP) – A written statement of an educational program for a student eligible for special education services that is developed, reviewed, and revised

Individualized family service plan (IFSP) – A plan for providing early intervention services to a child birth through age two, with a disability or developmental delay and the child's family.

Local Education Agency (LEA) – Or the term "school district" or "district" is a public board of education or other public authority legally constituted for either administrative control or direction of, or to perform a service function for, any combination of public elementary and secondary schools, or for a combination of school districts.

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

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

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

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

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

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

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

Revised Code of Washington (RCW) – The compilation of all permanent laws now in force in Washington state.

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.

Any terms not otherwise defined in this RFP shall be interpreted in accordance with applicable definitions set forth in the [Revised Code of Washington](#) and the [Washington Administrative Code](#), and, where applicable, the special education provisions outlined in [Chapter 392-172A](#).

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 Proposals (RFP) to solicit proposals from Consultants interested in participating on a project to provide a statewide Individualized Education Program (IEP) platform and associated implementation services for Washington's PreK-22 special education system. The resulting solution must support standardized statewide IEP development and management, secure family and educator access, interoperability with Washington education systems, phased implementation across local education agencies, and the long-term governance, support, and evolution of the statewide platform.

The awarded Contractor will be responsible for delivery of the statewide IEP platform and execution of implementation, including configuration, integration, data migration, phased rollout, and district onboarding.

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. In addition, Washington state provides preschool special education services and, for students who are determined eligible, special education services up to the age of 22.

In Washington, districts currently operate largely independent systems for IEP development and documentation, resulting in:

- Inconsistent experiences for students and families across districts.
- Limited real-time access to actionable data for educators and policymakers.
- Compliance challenges related to federal and state requirements.
- Time-intensive administrative processes are undertaken at significant local cost.
- Barriers to family engagement, especially for multilingual and marginalized families.

These inconsistencies disproportionately impact historically underserved students, including students of color, multilingual learners, and students with intellectual and developmental disabilities.

A [2025 Feasibility Study](#) concluded that developing a unified statewide IEP system is both feasible and essential for advancing Washington’s strategic priorities:

- A clear vision and central focus on ensuring educational benefits for students receiving special education services, driving meaningful progress and positive outcomes.
- Increasing inclusionary practices to support all students in meaningful access to general education curriculum and inclusion in general education settings.
- Improving instructional quality by embedding evidence-based practices into IEP design and implementation.
- Strengthening and making more efficient compliance with state and federal requirements, easing some of the administrative burden on educators and keeping the focus on educational benefit.

Passed in 2025, [E2SSB 5263](#) directs OSPI to develop and maintain a statewide IEP online system. The purpose of the online IEP system is to:

- a. Provide a uniform, centralized platform for creating and managing individualized education programs;
- b. Ensure compliance with federal and state special education requirements;
- c. Improve the efficiency and effectiveness of individualized education program development and oversight; and
- d. Improve educator collaboration and serve as an instructional tool designed to improve educational outcomes by aligning individualized supports and services with evidence-based instructional practices that align with grade level curriculum standards.

Additional information can be found on the [Washington’s Statewide IEP Project webpage](#).

Current Technology Landscape

To inform the design, procurement, and implementation of the statewide IEP platform, OSPI conducted a LEA IEP Technology Inventory Survey in February 2026. The survey gathered data on district technology environments, including IT capacity, system landscapes, hosting models, integration dependencies, and migration readiness. A total of thirty-four (34) districts responded, representing a cross-section of Washington’s landscape, from small rural districts to large urban systems. While not yet comprehensive, the results establish baseline patterns that will be refined as additional responses are collected.

Across respondents, IEP hosting spans vendor SaaS, Educational Service District- (ESD-) hosted, and district-hosted environments, contributing to a varied migration landscape that will require tailored data extraction and transition strategies.

These findings reflect a shared service environment in which the Washington School Information Processing Cooperative (WSIPC), a public non-profit cooperative, provides shared technology

and infrastructure services to two hundred and sixty (260) of Washington’s two hundred and ninety-five (295) LEAs (~88%), supporting core district operations.

Survey Response Profile

Responding districts span all IT capacity levels, with nearly half (47%) operating with small in-house teams of just one to two staff members, and an additional 18% relying on minimal, part-time, or heavily outsourced support. While 35% of respondents reported they had a full in-house IT team. This distribution signals that the statewide platform must be designed for low-burden adoption and that OSPI’s implementation strategy should include robust support for districts with limited technical capacity, particularly those in rural and small-district settings where IT responsibilities often fall to administrators wearing multiple hats.

IT Staffing Model

Staffing Model	% of Respondents
Full in-house IT team	35.3%
Small in-house team (1–2 staff)	47.1%
Heavily outsourced IT support	5.9%
Minimal / part-time support	11.8%

Student Information System (SIS) Landscape

The SIS landscape reflects an ongoing transition across multiple platforms, including a shift by some districts from Skyward to Qmlativ. Qmlativ represents 44% of respondents, followed by Skyward at 35% with several districts indicating planned transitions in the coming years.

Platforms associated with WSIPC represent a significant portion of the current SIS landscape; however, other systems including PowerSchool (9%) and Synergy SIS (12%), demonstrate that the state operates within a multi-vendor, multi-hosting environment. These platforms span cooperative-hosted, district-hosted, and vendor SaaS delivery models.

This diversity, across multiple SIS platforms and hosting approaches, reinforces the 2025 Feasibility Study findings which indicate SIS integration is the most critical technical dependency for a statewide IEP platform. This requires a vendor-agnostic, standards-based interoperability strategy rather than alignment to any single system or provider.

SIS Platform Distribution

SIS Platform	% of Respondents
Skyward	35.3%
Qmlativ	44.1%
PowerSchool	8.8%
Synergy	11.8%

IEP Hosting Model

This data highlights that the majority of responding districts utilize a vendor SaaS hosting model for their SIS, followed by ESD-hosted and district-hosted solutions.

Hosting Model	% of Respondents
Vendor SaaS	55.9%
ESD-hosted	26.5%
District-hosted	17.6%

Connected Systems Requiring Integration

Beyond the core SIS-IEP connection, districts identified multiple adjacent systems that will need to interoperate with the statewide platform. 504 plan management was cited by nearly 90% of respondents, followed by Medicaid billing, assessment platforms, document storage systems, and learning management systems. The breadth of this integration ecosystem underscores the need for a platform with robust, standards-based APIs and a flexible integration architecture.

Connected Systems

This graph identifies the most common external systems integrated with district technology, highlighting a high prevalence of 504 Plan Management and Medicaid Billing connectivity.

System	% of Districts Reporting
504 Plan Management	88%
Medicaid Billing	68%
Assessment Platforms	62%
Document Storage (Google Drive, SharePoint)	53%
LMS (Canvas, Schoology, Google Classroom)	38%

Migration Readiness and Capacity

Migration readiness varies substantially and represents one of the most significant planning considerations surfaced by the survey. Only 29% of districts indicated they have staff available to support data cleanup and validation during migration, while 50% reported limited capacity and 21% said they have no available staff for this work. The volume of historical IEP records to migrate also varies widely: 32% of districts hold fewer than one thousand (1,000) records, while 29% hold more than fifteen thousand (15,000), meaning migration complexity will differ dramatically across cohorts.

Half of responding districts use no custom IEP forms, suggesting a relatively straightforward migration path. However, 21% use between 6 and more than fifteen (15) custom forms, which will require more detailed extraction and mapping work. Several districts flagged concurrent SIS transitions (primarily Skyward to Qmlativ migrations scheduled for summer 2026) as a potential migration blocker, making sequencing and change fatigue important considerations for OSPI's rollout timeline.

Special Education Enrollment Distribution by Responding Districts

The survey data reveals a diverse representation of special education program sizes.

Special Education Enrollment	% of Districts Reporting
Under 50	21%
50-99	9%
100-249	9%
250-499	9%
500-999	27%
1000-2499	12%
2500-4999	9%
5000+	6%

A.4. VISION, GOALS, AND OBJECTIVES

OSPI envisions a modern, inclusive, and data-driven statewide IEP platform that prioritizes student outcomes and equitable access to rigorous learning. Unlike legacy systems that emphasize procedural compliance, this project is intentionally designed to center the educational benefit of students with disabilities, consistent with the mandates of the Individuals with Disabilities Education Act (IDEA) and Washington Administrative Code (WAC 392-172A).

The statewide IEP platform will provide meaningful, accessible and user-centered interfaces for families, educators, and students to foster collaboration, transparency, and shared responsibility for student success. The system will serve as an integrated tool to strengthen instructional planning, monitor student progress, and ensure alignment between special education services, general education curriculum, and postsecondary readiness.

OSPI Superintendent's Vision & Priorities

Equitable Access to Strong Foundations: Increase student access to and participation in high-quality early learning and elementary by amplifying and building on inclusive, asset-based policies and practices.

Rigorous Learner-Centered Options in Every Community: Provide all students with access to challenging coursework, culturally responsive and anti-racist curriculum, and pathways to graduation and beyond that meet their unique interests.

A Diverse, Inclusive, and Highly Skilled Workforce: Prepare all students with educators who are reflective of our global society by increasing access to a workforce that is diverse, culturally responsive, and racially literate.

A committed, Unified, and Customer-Focused OSPI: Support school districts through consistent, timely, and meaningful funding and supports that center the needs of students. Agency operations are unified in facilitating services and resources in alignment with the commitments in our strategic goals.

Statewide IEP Platform Key Objectives

Student Impact Drives Decisions: Implement an IEP platform as an instructional tool to improve outcomes for students with disabilities statewide.

Human-Centered Design Simplifies Experiences: Design with people at the center, reducing burden while improving clarity and usability.

Families and Educators are Essential Partners: Provide families and educators with a dedicated portal that improves access, transparency, and engagement.

Strong Foundations Strengthen Equity and Access: Build the foundations for a unified statewide platform that reduces variability across LEAs.

Strong Governance Supports Statewide Coherence: Design decision structures and statewide governance models that support long-term system success.

Collaboration Strengthens the Statewide System: Align OSPI, ESDs, LEAs, and partners through shared planning.

Interoperability Enables Cohesion: Integrate seamlessly with SIS, CEDARS, and state and federal data systems.

Readiness Today Enables Success Tomorrow: Prepare partners, families, and educators with training, readiness, and change management.

WaTech Strategic Plan

GOAL 1: Create a government experience that leaves no community behind

GOAL 2: From Insight to Impact: Improving lives through data

GOAL 3: Relentlessly pursue relevant technology to improve services

GOAL 4: Transform how we work to enable strategic modernization

A.5. SCOPE OF WORK

OSPI is procuring a statewide IEP platform and the associated services necessary to configure, implement, migrate, onboard, train, and support the system across Washington's LEAs. The platform will serve approximately one hundred and fifty thousand (150,000) students with disabilities across more than three hundred (300) LEAs and nine (9) ESDs, replacing more than four (4) existing IEP systems across the state. The solution must enable consistent, compliant, and efficient IEP development while supporting collaboration among educators, administrators, service providers, and families. The platform must streamline workflows, improve data quality and accessibility, and integrate effectively with the state's broader education technology ecosystem.

The selected contractor will deliver a solution capable of operating on a statewide scale while supporting standardized processes and governance. The Scope of Work outlined below describes the core platform capabilities, family collaboration tools, configuration and standardization requirements, system integrations, and compliance, accessibility, privacy, and security expectations necessary to deliver and sustain a reliable statewide system.

Future State Architecture and Experience Diagrams

The following diagrams provide a concise view of the intended future-state statewide IEP ecosystem, including platform capabilities, user experience, governance, and system integration. Together, they outline a shift toward a cohesive, student-centered system that supports educational outcomes and equitable access.

Each diagram highlights a different perspective of what the platform must enable, how impacted parties interact with it, and how data moves across systems.

Figure 1: Statewide IEP Platform Context Diagram

Washington Statewide Individualized Education Program (IEP) Platform – C4 Context Diagram

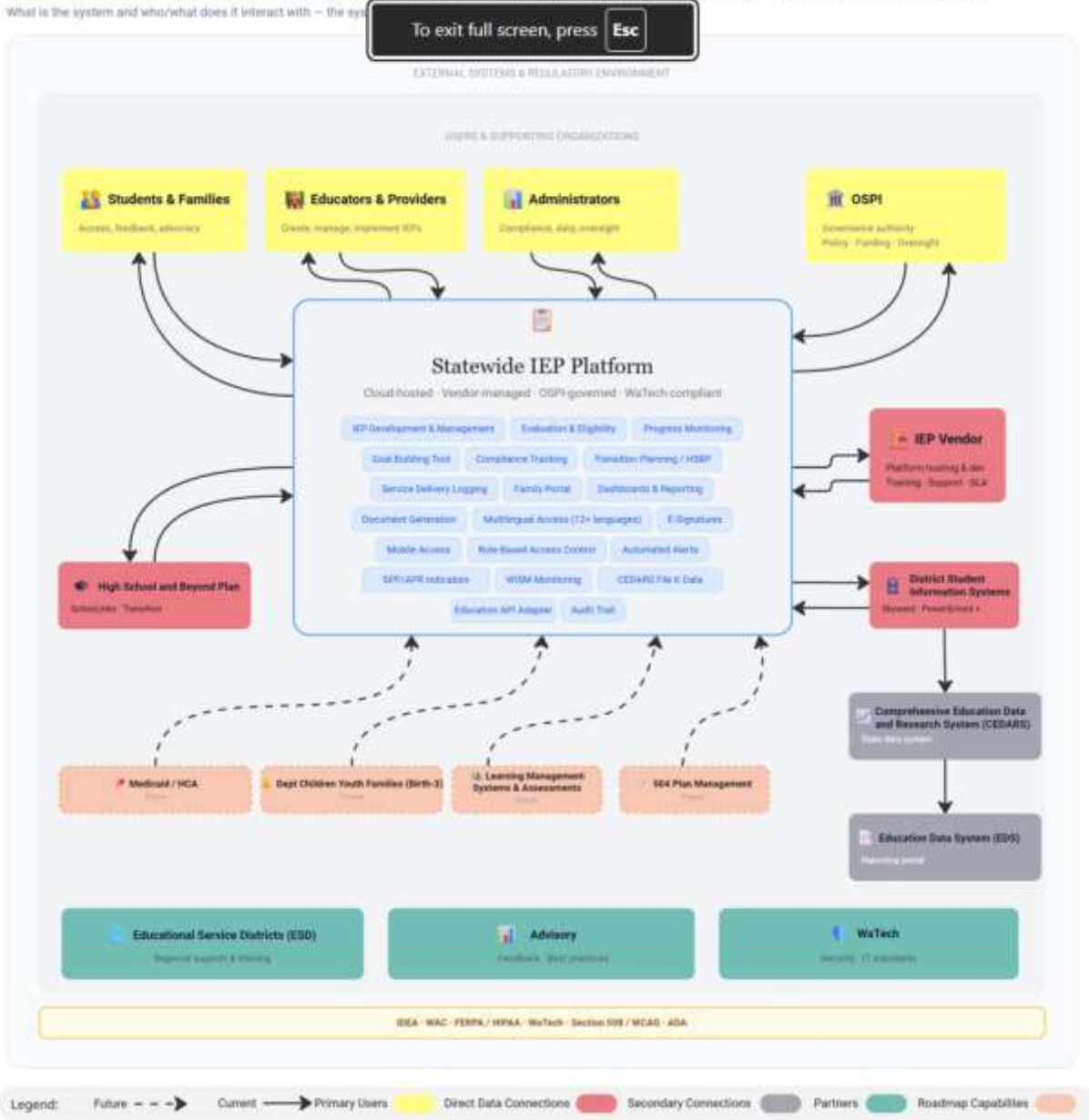
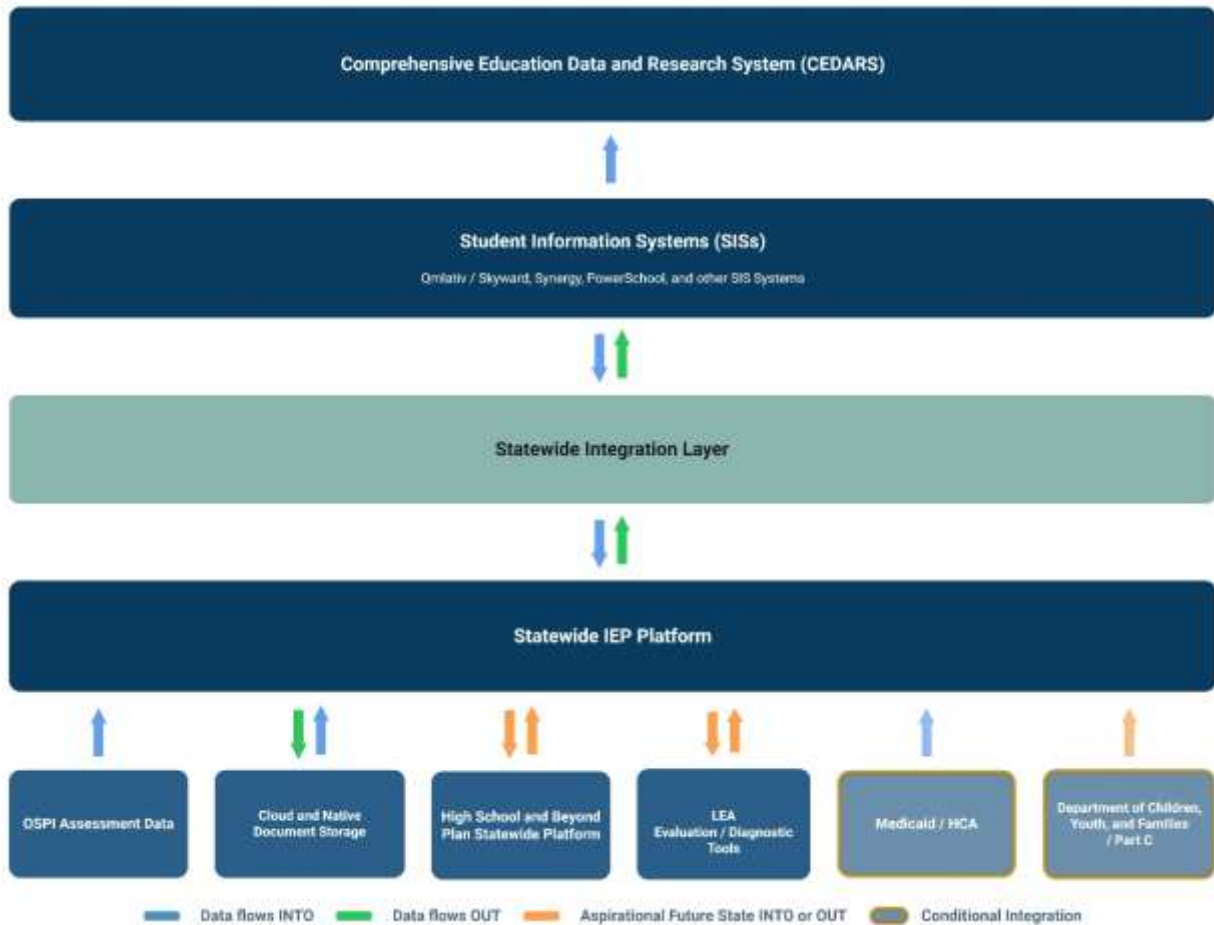


Figure 2: Statewide IEP Future State Architecture



Attachment 1.1 Supporting Diagrams.pdf provides the visual architectural backbone for the RFP, ensuring vendors clearly understand how the statewide IEP platform must be organized, governed, and experienced. Each view translates OSPI’s strategic intent into specific technical language so that requirements are unambiguous, implementable, and aligned with modern system-design standards. Together, they illustrate how the platform should function within its broader ecosystem, what capabilities it must deliver, how roles and processes must operate, and how the lived experience of students, families, and educators must shape the final solution. This structured, multi-lens approach ensures the RFP communicates not just *what* OSPI needs, but *how* the technology must be architected to achieve it.

The following three perspectives, combined with figures 1 and 2 above, form a logical progression that moves from high-level strategy to execution, ensuring the platform is user centered and functionally and technically thorough.

- **Business Capability Map:** Defines the functional scope of the system and what the platform must be able to do within the established boundaries. It translates the high-level needs identified in the Context Diagram into specific capabilities and tools, such as e-signatures, goal authoring, and data dashboards, forming the operational “engine” of the solution.
- **Role and Process Matrix:** Defines governance by establishing who is authorized and responsible for each task. With the capabilities established, the matrix sets the rules of engagement by mapping each capability to specific roles, clarifying accountability across every stage of the IEP lifecycle.
- **User Journey Maps:** Centers the experiences of students, families, and educators in how the system feels and functions in practice. The journey map brings the technical and functional requirements to life by illustrating real moments in the IEP process, ensuring that capabilities and processes support meaningful participation, clarity, and trust for those involved. It reflects a commitment to student-centered outcomes, family engagement, and inclusive practices, aligning with OSPI’s vision for a modern statewide IEP platform. Consistent with IDEA and Washington Administrative Code (WAC 392-172A), the journey map surfaces real needs and challenges so the system is designed to support educational benefit, equitable access, and respectful, collaborative experiences.

Core IEP Platform Capabilities

The IEP platform must provide fully functional authoring, collaboration, compliance automation, and progress-monitoring tools, enabling educators, administrators, and families to engage in a consistent, data-driven IEP process. The platform must streamline workflows, auto-populate data from integrated source systems and records, support high-quality IEP development, and ensure seamless transfers of student records between districts.

- **IEP Authoring & Instructional Design Tools:** Goal creation, measurable goals, progress monitoring, customizable forms, guided interface for tailored step-by-step IEP creation, and alignment with evaluation data.
- **Evaluation, Eligibility & Required Documentation:** Support for the full referral-to-eligibility workflow including 90-day timeline enforcement, integrated evaluation-to-IEP data flow, and all required special education forms.
- **Collaboration & Communication Features:** Multi-role collaboration workflows, notifications, real-time updates, and shared access among educators, families, and service providers.
- **Compliance Automation & Procedural Safeguards:** Built-in compliance checks, automated timelines, reminders, audit logs, and support for state and federal requirements.

- **Electronic Digital Signatures:** “Wet” e-signature functionality with timestamp tracking, compliant with the [FERPA CRF Part 34.99](#), with district-level controls for signature retention in special education documentation.
- **Student Transition & Continuity Tools:** Automated transfer of IEP records, preservation of historical versions, and support for transition planning.
- **State Compliance Monitoring:** District-enabled functionality to support for OSPI monitoring workflows, including compliance indicator tracking, statewide monitoring report generation, and state audit or corrective action tracking.
- **Data Efficiency & Automation:** Auto-population of recurring data, reuse of prior IEP information, and template-based workflows.
- **Reporting & Analytics Capabilities:** Progress monitoring, data visualization, exportable/ad hoc reports, and Medicaid billing integration.
- **IEP Records Transfer & Caseload Management:** Seamless transfers across districts and tools supporting caseload oversight.

User Experience and Business Solution

The solution must provide a user-centered experience that improves the efficiency, clarity, and effectiveness of the IEP process for educators, administrators, service providers, students, and families. The platform shall simplify complex workflows, support high-quality instructional decision-making, enable transparent collaboration, and promote equitable and accessible participation across all user groups.

The Contractor shall ensure that user experience, workflow design, and system functionality are cohesively aligned to support statewide directives and processes, reduce administrative burden, and improve data quality and usability. The solution must meet accessibility requirements, support multilingual access, and demonstrate usability consistent with modern, intuitive application standards.

The Contractor shall design, configure, and implement system functionality and workflows that address known challenges in current IEP processes and support intended user and business outcomes across the full IEP lifecycle.

The Contractor shall configure and demonstrate user workflows that enable efficient data entry, goal development, progress monitoring, collaboration, and reporting for all user roles, including educators, administrators, service providers, students, and families.

The Contractor shall provide and maintain system configurations, user interface components, and workflow capabilities that support statewide processes while enabling defined flexibility at the LEA level.

The Contractor shall demonstrate how user experience and workflow design are continuously validated and improved through testing, feedback, and usage data throughout implementation and ongoing operations.

Family Portal Access and Collaboration Tools

The platform must provide a dedicated, user-friendly, multilingual family portal enabling parents to access IEP documents, progress updates, draft reviews, meeting schedules, and resources that strengthen their understanding and participation in the IEP process, while reinforcing their role as valued members of the IEP team.

- **Family Access to Real-Time IEP Content:** Secure portal access to IEPs, evaluation reports, historical documents, and real-time updates.
- **Multilingual Access & Document Translation:** Automatic translation of IEP documents; multilingual interfaces; interpreter scheduling supports.
- **Accessibility & Plain-Language Supports:** Plain-language documents, visual aids, glossaries, interactive features, and simplified navigation.
- **Family Engagement & Collaboration Tools:** Draft review, feedback, notifications, and participation in goal-setting or transition planning.
- **Support Tools for Families:** Training resources, help desk, AI chatbot assistance, and user guidance materials.

Standardization and Configuration

The statewide platform must support statewide standards through configuration (not customization) ensuring OSPI-defined workflows, forms, rules, and compliance structures are applied uniformly across all LEAs.

- **Statewide Standardization of Workflows & Forms:** Consistent processes, standardized IEP templates, required fields, timelines, and rules aligned to OSPI's statewide model.
- **Configurable (Not Custom) System Architecture:** Configuration of workflows, roles, and rules without vendor custom coding.
- **Governance & Configuration Controls:** Statewide governance alignment, OSPI-defined decision authority, and separation between configuration vs. customization.
- **District-Level Configuration Within Boundaries:** District configuration allowed only where statewide standards permit following the OSPI approval process.
- **Standardized Reporting & Training Frameworks:** Consistent statewide training and documentation enabled through stable, standardized platform behavior.

Systems Integrations

The IEP platform must function as part of a statewide educational ecosystem through bounded, standards-based integrations supporting multiple SISs, Comprehensive Education Data and Research System (CEDARS), Medicaid billing information, progress-monitoring systems, and evaluation tools.

- **SIS Integrations:** Bidirectional sync to eliminate redundant entry; SIS is system-of-record; integration required across diverse SIS implementations.
- **State Longitudinal Data (CEDARS) Reporting Alignment:** Statewide data standards and mapping required for reporting.
- **Statewide Assessment & Transition System Connections:** Connection to statewide accountability assessments, Smarter Balanced Assessment (SBA) and Washington Access to Instruction and Measurement (WA-AIM) and language proficiency testing systems; and integration with the IEP Transition Plan and High School and Beyond Plan (HSBP) platform.
- **Integration with Intervention & Progress Monitoring Tools:** Multi-Tiered System of Supports (MTSS), Specially Designed Instruction (SDI), evaluation tools, assessment platforms, and behavior data tools.
- **Medicaid Billing Information:** Support for service documentation workflows that tie to reimbursement needs.
- **API-Based Integration Architecture:** APIs as preferred mechanism for scale and sustainability; batch for legacy systems.

The statewide IEP platform is expected to integrate with existing state systems where applicable. This procurement does not assume replacement of separate systems used for SPP/APR reporting, transition compliance monitoring, or post-secondary outcome tracking

Compliance, Accessibility, Privacy & Security

The platform must meet strict federal and state requirements, including IDEA, Family Educational Rights and Privacy (FERPA), Web Content accessibility Guidelines (WCAG), and state security standards. Requirements include real-time compliance checks, auditability, encrypted data handling, access controls, device/browser compatibility, and comprehensive security and privacy controls.

- **Compliance with Federal & State Law:** Embedded compliance automation; real-time monitoring; alerts for deadlines; consistent application of legal requirements.
- **Accessibility Requirements:** [WCAG 2.0 compliance](#); text-to-speech/speech-to-text; screen reader compatibility; 200% text resizing; high contrast; closed captions.
- **Privacy & Data Protection Standards:** FERPA compliance; encryption at rest and transit; secure hosting; confidentiality safeguards; strict data ownership rules; all data centers must be located within the United States.
- **Security Controls & Auditing:** Role-based access control (RBAC); audit logs; Multi-Factor Authentication (MFA)/Single Sign-On (SSO); security logging; compliance audits; National Institute of Standards and Technology (NIST)/International Organization of Standardization (ISO) alignment.

- **Information Governance & Risk Mitigation:** OSPI as platform and information owner; built-in monitoring; automated alerts for compliance risks; defensible governance structures.
- **Reliability, Hosting, and Business Continuity:** Backup, recovery, availability, uptime expectations, and disaster recovery planning.

Early Intervention and Transition Planning

The platform must support transition planning across the full special education continuum, from early childhood entry through post-secondary exit. Transition points represent high-risk moments for service disruption and compliance failure, and the system must provide structured tools, automated notifications, and data-sharing capabilities to ensure continuity of services at every stage.

- **Early Childhood Transition (IDEA Part C to Part B):** The platform must support the transition of children from early intervention services under IDEA Part C to school-based special education services under IDEA Part B.
- **Intrastate Student Transfers:** The platform should support the transfer of complete IEP records when students move between Washington districts. All participating districts would be able to immediately transfer the student's current IEP, historical IEP versions, evaluation reports, service records, and progress monitoring data without requiring manual file requests, faxes, or email. The system must preserve the full developmental history of each student, ensuring continuity of services and minimizing disruption during the transition.
- **Interstate and Out-of-State Transfers:** The platform must streamline the transfer of IEP records for students transferring into Washington from out of state or transferring from Washington to another state.
- **Transition Planning:** There must be transition planning tools tailored to students aged 16 and older (or younger, where when determined needed by the IEP team), supporting the development and tracking of post-secondary goals across multiple pathways including post-secondary education, vocational training, employment, and independent living. Platform will include student level data integration between the IEP Transition Plan and HSBP platform
- **Transfer of Rights at Age of Majority:** The platform must support the automatic transfer of data access rights from parents to students upon the student reaching the age of 18, in compliance with FERPA and IDEA.

Consultant Governance and Reporting

The Consultant shall describe in its proposal how they will establish and maintain a comprehensive governance and reporting framework that ensures effective oversight, accountability, transparency, and shared ownership of solution design and delivery throughout all phases of the engagement.

The Consultant's governance approach shall clearly define roles, responsibilities, decision-making authorities, and communication protocols to support coordination with the Agency's project management and executive oversight structures. This approach shall reflect a co-governance model, where the Agency and Consultant jointly shape the solution, including:

- A demonstrated ability to co-design and innovate, rather than repurpose existing solutions without adaptation.
- Shared governance structures that ensure active participation from both parties in shaping the solution.
- Alignment to the Agency's operating model, where the Consultant adapts to the Agency's environment, priorities, and constraints, rather than requiring the Agency to conform to vendor-standard approaches.
- A partnership model grounded in reciprocity rather than control, where the Agency leads mission and outcomes, and the Consultant leads technical methods and delivery execution.

The Consultant shall assume that they will be required to collaborate closely with and accept guidance from the Project Team, while also contributing expertise to inform decision-making within established governance structures.

The selected Contractor shall provide regular, structured reports to the Agency that document project status, progress against approved schedules and deliverables, budget utilization, identified risks and issues, mitigation and corrective actions, change requests, and performance metrics. Reports shall be submitted in a format and at a frequency approved by the Agency and shall support transparent, shared visibility into both delivery performance and partnership health.

The selected Contractor shall participate in recurring governance meetings, including but not limited to steering committee sessions, project management reviews, and technical workgroup meetings, as directed by the Agency. The Contractor shall be responsible for preparing meeting materials, maintaining records of decisions, and tracking action items through resolution. Governance forums shall reinforce joint accountability and continuous alignment between Agency leadership and the Consultant team.

The Consultant shall describe in its proposal the tools, systems, and methods to be used for project tracking, documentation, and reporting. The proposed approach shall ensure the Agency has timely, accurate, and comprehensive visibility into project status, performance, and decision-making throughout the Software Development Life Cycle (SDLC), in accordance with applicable state and Agency oversight and reporting requirements.

Data Handling and Migration Strategy

The Consultant shall provide a comprehensive Data Strategy addressing all phases of data transition from legacy systems to the Statewide IEP Platform, including data assessment,

mapping, cleansing, transformation, validation, and reconciliation to ensure accuracy, integrity, and continuity of operations. The strategy shall explicitly address the handling of education records and personally identifiable information (PII) in compliance with FERPA, applicable state laws, and Agency data governance policies.

In collaboration with OSPI, the Contractor shall identify data sources, define rules for retaining and displaying historical data (including prior-year IEP records), and establish data quality standards and procedures to manage discrepancies and anomalies.

The Contractor shall implement a data governance approach that includes data ownership, role-based access controls, and audit logging aligned with FERPA and WaTech data classification requirements.

The Contractor shall develop and maintain a Data Migration Plan integrated with the SDLC, outlining key tasks, timelines, dependencies, and risk mitigation strategies. The plan shall include iterative data profiling, pilot migrations, and validation cycles, and be updated throughout the project.

All data migration activities shall be conducted securely, including encryption of data at rest and in transit, secure transfer protocols, and controlled environments, in compliance with FERPA and applicable state and federal regulations.

The Contractor shall provide documentation verifying data completeness, consistency, and auditability following each migration phase, and shall support Agency validation and issue resolution prior to go-live.

The Consultant shall describe a phased migration approach that minimizes disruption to LEAs and includes validation checkpoints, contingency planning, and rollback procedures.

Finally, the Consultant shall describe their approach to cross-functional business process mapping and integrated requirements validation to ensure alignment and avoid reinforcing silos.

The proposal shall include the Consultant's data migration methodology, tools, quality assurance measures, security controls, and experience with complex, high-volume, FERPA-regulated data systems.

Training and Adoption Strategy

The Consultant shall provide a comprehensive Training and Adoption Strategy that ensures users and organizations across OSPI, ESDs, and LEAs are prepared to effectively adopt, utilize, and sustain the Statewide IEP Platform. The approach shall support a statewide implementation and reflect varying levels of readiness, capacity, and technical environments across participating organizations.

The Consultant shall design and deliver role-based training tailored to key user groups, including educators, administrators, service providers, and state-level staff. Training shall address IEP-specific workflows such as authoring, compliance monitoring, progress tracking, collaboration, and reporting. Delivery methods shall include a mix of instructor-led sessions, virtual training, interactive modules, and reference materials to support diverse learning needs. OSPI will lead stakeholder engagement; the Contractor shall provide training materials, facilitation, and support as directed.

The Consultant shall align training and readiness activities with a cohort-based or phased rollout strategy, ensuring coordination with OSPI and ESD partners across implementation phases. This shall include readiness assessments, targeted support for LEAs, and structured onboarding processes that enable consistent adoption while minimizing disruption to educational services.

Knowledge transfer shall occur throughout the SDLC to ensure OSPI staff develop sufficient understanding of system configuration, data structures, integrations, and ongoing support processes. The Consultant shall incorporate hands-on learning opportunities during key phases such as validation, testing, and deployment to promote operational readiness.

The Contractor shall provide documentation and structured knowledge transfer sessions to support long-term sustainability, including system administration, troubleshooting, and data management practices. The effectiveness of knowledge transfer shall be validated through assessments, exercises, or other agreed-upon methods throughout the development process and prior to project closeout.

Finally, the Consultant shall define how adoption and system utilization will be monitored post-implementation, including metrics, reporting mechanisms, and feedback loops to assess training effectiveness, identify adoption challenges, and support continuous improvement.

Business Continuity and Disaster Recovery

The Consultant shall describe a Business Continuity and Disaster Recovery (BC/DR) approach that ensures uninterrupted access to the Statewide IEP Platform and associated data during planned and unplanned disruptions. The approach shall address continuity of mission-critical IEP functions, including access to student records, IEP development, service documentation, compliance monitoring, and reporting.

The Contractor shall define recovery objectives (RTO/RPO) and describe backup, restoration, and failover procedures that ensure data integrity and continuity of services in compliance with FERPA and applicable state requirements.

The Consultant shall outline processes for risk identification, incident response, and communication with OSPI, ESDs, and LEAs, and describe how continuity capabilities will be validated through regular testing and updated as needed.

This approach shall apply regardless of solution architecture, including SaaS, configurable platforms, or custom-developed solutions. The Contractor shall define end-to-end responsibility for continuity and recovery, including third-party providers, and clearly describe shared responsibility boundaries.

The approach shall align with WaTech standards and applicable state and federal security and data protection requirements and demonstrate the ability to sustain reliable, secure service delivery throughout the contract.

Work Management and Delivery Collaboration

The Consultant shall describe their approach to managing and delivering work in collaboration with OSPI, ensuring transparency, accountability, and alignment with Agency priorities throughout the SDLC and ongoing operations.

The awarded Contractor shall work within an iterative delivery model and participate in regular coordination activities with OSPI, including planning, review, and status meetings, to align on scope, priorities, timelines, and outcomes.

The awarded Contractor shall collaborate with OSPI-designated representatives to prioritize work, refine requirements, and define acceptance criteria. The Contractor shall provide effort estimates and communicate progress, risks, and dependencies in a timely manner.

The awarded Contractor shall demonstrate completed functionality at regular intervals and ensure that delivered capabilities meet agreed-upon requirements and quality standards.

The awarded Contractor shall enable OSPI visibility into work progress through agreed-upon tools or reporting methods and promptly communicate any risks, issues, or blockers that may impact delivery.

The awarded Contractor shall participate in required project activities and provide technical expertise to support requirements validation, design, development, testing, and implementation.

Acceptance Criteria and Policy Compliance

The awarded Contractor shall define and adhere to clear acceptance criteria for all delivered functionality, enhancements, and releases. Acceptance criteria shall be established in collaboration with OSPI and shall ensure that delivered capabilities meet functional requirements, data integrity standards, performance expectations, and applicable compliance obligations, including FERPA.

The awarded Contractor shall demonstrate completed functionality at agreed-upon intervals and support OSPI review and validation prior to release. Acceptance shall be based on successful validation of requirements, resolution of critical defects, and readiness for use by intended user groups.

The awarded Contractor shall comply with all applicable state and Agency policies, including those related to data privacy, security, and information technology standards. See Exhibits Section for additional details and sample requirements. All data shall be treated as confidential and accessed or disclosed only as authorized.

The awarded Contractor shall ensure that all personnel and subcontractors are aware of and adhere to applicable policies and may be required to complete Agency-mandated training.

A.6. 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 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.7. BIDDER QUALIFICATIONS

Minimum Qualifications:

- Licensed to do business in the State of Washington, or ability to obtain licensure within thirty (30) calendar days of selection.
- Demonstrated experience delivering at least one (1) enterprise-scale software platform for an education entity, including direct implementation of an IEP platform or a comparable system-of-record supporting special education, with an active SIS integration.
- Demonstrated experience leading and being accountable for delivery of a large-scale, multi-organization or high-complexity implementation, such as a State Education Agency,

multi-district deployment, or a large single district with comparable scale and operational complexity.

- System data must be stored, processed, or backed up inside the United States.

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

Desirable Qualifications:

- Experience working in public sector K–12 environments.
- Knowledge of education data and regulatory requirements (e.g., FERPA, IDEA).
- Demonstrated experience with system implementation involving data migration or integration.

A.8. PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about December 1, 2026, and end on or about November 30, 2029. The contract is structured to include an initial two (2) year implementation period followed by a phased rollout. 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 five (5) additional contract years through 2034. Decision to amend shall be based on sustained satisfactory performance as decided by the Contract Manager, successful completion of project objectives, and availability of funding. If OSPI provides a renewal notice to the Contractor, the Contractor shall be obligated to enter into a contract with the same fiscal obligations as the previous Contract year, provided that OSPI and Contractor shall negotiate any revision of additional services or goals beyond those encompassed in the previous Contract.

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

A.9. PLACE OF WORK PERFORMANCE

The Contractor may perform much or all of the work at their own facility (i.e., offsite). OSPI uses Microsoft Teams to informally communicate and for most meetings when one or more team members are offsite. If desired, Contractor can perform work at OSPI’s 600 Washington ST NE, Olympia site when the building is open for use. However, Contractors are only required to be

on-site to pick up and drop off equipment or attend mandatory meetings which require their presence to provide meaning or understanding, or to complete work that cannot be done remotely. They may be requested to attend in-person status meetings on occasion.

The awarded Contractor will be granted access to OSPI's servers and necessary IT services. They will also be given temporary accounts, including an OSPI O365 account, which are to be used only for work pertaining to the work defined in this contract. Upon completion of the contract, these accounts will be closed.

When on-site work is required, the Contractor will submit security forms to OSPI for clearance and access badges to the facility. The Contractor will be issued building access identification specifically identifying them as a Contractor. Access identification must always be worn when in the OSPI facility.

For projects that include particularly sensitive data, Contractor may have to complete a Washington State Patrol/FBI background check, which is initiated by providing fingerprints at a site approved by the State Patrol, before being able to work.

A.10. FUNDING

The exact financial terms shall be determined during contract negotiation. Proposals shall include Consultant's most favorable and competitive cost estimate to perform the work; however, OSPI does not represent or guarantee any minimum purchase from the resulting contract.

OSPI anticipates up to thirty percent (30%) of the funds proposed for this project will be funded using Federal money provided by Catalog of Federal Domestic Assistance number #84.027A (Award #H027A250074). The selected contractor must therefore comply with *Federal Grant Terms and Conditions*.

A.11. AMERICANS WITH DISABILITIES ACT

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

Section B. GENERAL INFORMATION FOR BIDDERS

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

B.1. RFP COORDINATOR

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

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

B.2. QUESTIONS & ANSWERS

Any questions or communications concerning this RFP must be directed only to the RFP Coordinator noted in Section B.1. Questions and/or inquiries must be sent via email and should include the RFP number. Consultants are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator will be considered unofficial and non-binding on OSPI, and may result in disqualification of the Consultant. 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 RFP	April 27, 2026
Question and Answer period	April 27, 2026 – May 26, 2026
OSPI hosts Pre-Bid Conference	2:00 p.m. PT on May 14, 2026
OSPI posts Question and Answer Addendum or Amendment resulting from Pre-Bid Conference (if necessary)	May 21, 2026
Letter of Intent due	5:00 p.m. PT on May 22, 2026
Last date to submit questions regarding RFP	May 26, 2026
OSPI posts final Question and Answer Addendum or Amendment (if necessary)	June 1, 2026
Complaints due	June 23, 2026
Proposals due	12:00 (noon) p.m. PT on June 30, 2026
OSPI conducts evaluation of written proposals	July 1 - 17, 2026
OSPI conducts oral interviews with finalists (if determined necessary by OSPI)	August 10 - 14, 2026
OSPI announces “Apparent Successful Bidder” and sends notification to unsuccessful Bidder(s)	August 24, 2026
OSPI conducts debriefing conferences (if requested)	As requested, per debriefing instructions
Contract negotiation begins	August 21, 2026
Anticipated contract start date	December 1, 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 p.m. PT on May 22, 2026**. The letter must be submitted via email to the RFP Coordinator. Consultants who do not submit a Letter of Intent will not be prohibited from submitting a proposal.

B.5. PRE-BID CONFERENCE

A pre-bid conference is scheduled to be held on May 14, 2026 at 2:00 p.m. 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/97593284151>

All prospective Consultants should attend; however, attendance is not mandatory. Written questions may be submitted in advance to the RFP Coordinator. OSPI shall be bound only to written answers to questions. Any oral responses given at the pre-bid conference shall be considered unofficial 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 RFP 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 RFP. The complaint process allows Consultants to focus on the Solicitation requirements and evaluation process and raise issues with these processes early enough in the process to allow OSPI to correct a problem before proposals are submitted and time expended on evaluations.

A Consultant may submit a complaint based on any of the following:

- The Solicitation unnecessarily restricts competition;
- The Solicitation evaluation or scoring process is unfair or flawed; or
- The Solicitation requirements are inadequate or insufficient to prepare a proposal.

Consultants may submit complaints up to five (5) business days prior to the proposal due date noted in the Estimated Schedule of Procurement Activities. However, Consultants are encouraged to submit complaints as soon as possible so OSPI can rectify the issue(s) early in the process. Complaints must be submitted to the RFP Coordinator. To be considered a valid complaint, the complaint must meet the following requirements:

- Must be in writing.
- Should clearly articulate the basis for the complaint.
- Should include a proposed remedy.

Complaints not received by the deadline noted in the Estimated Schedule of Procurement Activities will not be reviewed by OSPI. Failure by the Bidder to raise a complaint at this stage may waive its right for later consideration.

The OSPI Contracts Administrator or an employee delegated by the Contracts Administrator will review valid complaints and respond to the submitter in writing. OSPI will consider all complaints but is not required to adopt a complaint, in part or in full. OSPI's response to the complaint is final and not subject to administrative appeal. The response, and any changes to the RFP, will be posted as an amendment to WEBS prior to the proposal due date. Any complaint addressed during the complaint process cannot be raised during the protest process.

B.7. PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

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

B.7.i. CONFIDENTIAL DOCUMENTS

For the purposes of this RFP, do not include confidential or proprietary information unless specifically requested by OSPI.

If OSPI requests confidential or proprietary information, you must clearly print the word "Confidential" on the lower right-hand corner of each page containing the confidential or proprietary information.

B.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 RFP

In the event it becomes necessary to revise any part of this RFP, an addendum or an amendment will be published on the [OSPI website](#). For this purpose, the published Consultant questions and Agency answers, and any other pertinent information, shall be considered an addendum to the RFP. Additionally, all addenda referred to above will be released on WEBS under the commodity code(s) listed on the cover page of this RFP. Only consultants who have properly registered in WEBS will receive automatic notification of amendments or other correspondence

pertaining to this RFP. For those not registered in [WEBS](#), it will be the responsibility of interested Consultants to check the website periodically for addenda and amendments to the RFP.

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

In accordance with the legislative findings and policies set forth in chapter [39.19 RCW](#), the State of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this RFP or on a subcontractor basis. For more information on certification, contact the [Washington Office of Minority and Women's Business Enterprises](#). 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 indicate status on the *Contractor Intake Form*.

B.10. ETHICS, POLICIES, & LAW

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

Specific restrictions apply to contracting with current or former state employees pursuant to RCW 42.52. Bidders should familiarize themselves with the requirements prior to submitting a proposal. Bidders shall indicate on their *Contract 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 RFP Coordinator to determine compliance with administrative and minimum requirements and instructions specified in this RFP- 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 RFP, including Attachments
- Submission of incorrect, misleading or false information
- History of prior unsatisfactory contractual performance

Bidders whose proposals are found to be non-responsive shall be disqualified from further evaluation and shall be notified in writing.

The RFP Coordinator or evaluator(s) may contact any Bidder for clarification of the proposal. A Bidder's failure to clarify within a specified time period may result in disqualification.

OSPI reserves the right to reject any or all bids, or portions thereof, and/or accept any portion of a bid unless the bidder stipulates all or nothing in their bid. 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 RFP, 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 RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the Bidder's proposal. It is

understood that the proposal will become a part of the official procurement file on this matter without obligation to OSPI.

B.14. CONTRACT AND GENERAL TERMS & CONDITIONS

The Apparent Successful Bidder will be expected to enter into a contract which is substantially the same as the sample contract and its General Terms and Conditions. In no event is a Bidder to submit its own standard contract terms and conditions in response to this RFP. The Bidder may submit exceptions 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 RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

B.16. NO OBLIGATION TO CONTRACT

This RFP does not obligate the State of Washington or OSPI to contract for services specified herein. OSPI also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract without penalty.

B.17. REJECTION OF PROPOSALS

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

B.18. COMMITMENT OF FUNDS

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

B.19. STATEWIDE VENDOR PAYMENT REGISTRATION

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

B.20. WASHINGTON STATE BUSINESS REGISTRATION

Consultants awarded contracts as a result of this RFP 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 RFP Coordinator noted in Section B.1. **Proposals must arrive by 12:00 p.m. PT on June 30, 2026.** The RFP 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 exhibits, shall be a maximum of one (1) page. The five (5) 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. Technical Proposal
3. User Experience and Business Solution
4. Management Proposal
5. Financial 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. TECHNICAL PROPOSAL

The Technical Proposal must describe the proposed solution's architecture, functionality, and technical capabilities. Proposals should demonstrate how the solution supports secure, scalable, and reliable statewide operation while integrating with existing education technology systems used across Washington's K-12 environment and contain a comprehensive description of services including the following elements:

C.4.i. System Architecture and Infrastructure

Describe the architecture and infrastructure supporting the proposed solution and how it will support reliable statewide operations across participating organizations.

Proposals must address the following:

- 1. Multi-Tenant Cloud Architecture or Comparable Scalable Architecture:** Describe the architectural approach used to support multiple organizations within a shared platform while maintaining security, performance, and data isolation.
- 2. Environment Segregation for Development, Testing, Pilot, and Production:** Explain how system environments are structured and managed to support configuration, validation, and deployment activities.
- 3. Release Management and Deployment Controls:** Describe the processes used to manage system updates, configuration changes, and version releases across environments while maintaining stability.

4. **Scalability Design Supporting Districts and Associated Users Statewide:** Explain how architecture supports statewide growth while maintaining system responsiveness and performance.
5. **Operational Resiliency and Uptime Standards:** Describe monitoring, redundancy, disaster recovery, and other mechanisms used to maintain system availability and continuity of service.

C.4.ii. Integration and Interoperability

Describe how the proposed solution integrates with existing education technology systems used across Washington’s K–12 environment.

Proposals must address the following:

1. **SIS Integration Model:** Explain how the platform will exchange data with multiple SIS platforms used across districts and how synchronization will be managed.
2. **CEDARS Compatibility Design:** Describe how the system aligns with statewide reporting requirements and supports accurate and consistent CEDARS data reporting.
3. **API-First or Comparable Integration Architecture:** Describe how APIs or other integration mechanisms enable system connectivity and data exchange with external systems.
4. **Real-Time and Batch Processing Approach:** Explain how the solution supports both immediate and scheduled data exchanges.
5. **Standards-Based Interoperability Framework:** Describe the standards, protocols, or integration frameworks used to support long-term compatibility across systems.

C.4.iii. Data Migration Strategy and Tooling

Describe the strategy used to migrate existing data into the proposed solution and ensure the accuracy and integrity of migrated records.

Proposals must address the following:

1. **Structured Migration Methodology:** Describe the approach used to extract, transform, validate, and load data into the new system.
2. **District-Level Data Validation Controls:** Explain how districts will verify migrated data prior to system activation.
3. **Data Cleansing and Reconciliation Process:** Describe processes used to identify and resolve inconsistencies or incomplete data.
4. **Automated Migration Tooling:** Identify tools or automation used to improve the efficiency and repeatability of migration activities.
5. **Rollback and Contingency Procedures:** Describe safeguards used to address migration failures or validation issues.

C.4.iv. Security, Privacy, & Auditability

Describe the security and privacy framework used to protect sensitive student data and ensure compliance with applicable regulations.

Proposals must address the following:

- 1. FERPA Compliance Controls:** Explain how the solution protects student information and enforces authorized access.
- 2. Role-Based Access Management:** Describe how permissions are defined and managed across user roles.
- 3. Comprehensive Audit Logging:** Explain how user actions, system activity, and data changes are recorded and monitored.
- 4. Incident Response Framework:** Describe procedures used to detect, report, and resolve security incidents.
- 5. Data Encryption At-Rest and In-Transit:** Identify the technologies and standards used to protect sensitive data.
- 6. WaTech Security Policies:** Consultant must include a detailed description of the cybersecurity measures incorporated into their proposed solution.
 - a. [Washington State Cybersecurity Program Policy](#)
 - b. [Security Assessment and Authorization Policy](#)
 - c. [IT Security and Privacy Awareness Training Policy](#)
 - d. [Asset Management Policy](#)
 - e. [Change Management Policy](#)
 - f. [Access Control Policy](#)
 - g. [Data Sharing Policy](#)
 - h. [IT Security Incident Response Policy](#)
 - i. [Information Security Risk Management Policy](#)
 - j. [Information Technology Disaster Recovery Planning Policy](#)

C.4.v. Platform Configurability and Extensibility

Describe how the proposed solution supports configurability and extensibility while maintaining statewide governance and operational consistency.

Proposals must address the following:

- 1. State-Level Configuration Layer:** Explain how statewide settings, rules, and parameters can be managed.
- 2. ESD and LEA Configuration Controls:** Describe how local operational settings can be managed while maintaining statewide consistency.
- 3. Business Rule Versioning:** Explain how rule updates are tracked, managed, and applied over time.
- 4. Regulatory Adaptability Framework:** Describe how the system can accommodate policy or reporting changes.

- 5. Extensible Architecture Roadmap:** Explain how the platform can evolve to support future capabilities and integrations.

C.4.vi. Requirements Review

As a mandatory component of the proposal, bidders shall complete and return Exhibit M 1.2 Requirements. For each requirement in the Requirements Workbook, bidders must indicate delivery capability by selecting one of the following options and providing the corresponding explanation:

- **Yes**
- **Yes, with Conditions:** Clearly describe all conditions or dependencies.
- **Alternative Proposed:** Describe the alternative approach and how it achieves the intended user outcome.
- **No, Cannot Meet Requirement:** Provide a clear rationale.

Some requirements are presented with related subcomponents (e.g., parent and child requirements) to provide additional detail and clarify scope. These subcomponents should be interpreted as part of a single, unified requirement and addressed collectively in the bidder's response. For example, requirements labeled in sequence (e.g., NR-014a.i through NR-014a.iv; NR-005a through NR-005d) represent related elements of the same requirement area.

C.5. USER EXPERIENCE AND BUSINESS SOLUTION

The User Experience and Business Solution proposal shall describe the Bidder's approach to delivering a cohesive, human-centered IEP platform that integrates functionality, workflow design, and user experience to improve efficiency, support consistent statewide processes, and enhance usability and accessibility.

C.5.i. Instructional Alignment & Goal Development

Describe how the proposed solution supports the creation of instructionally meaningful, compliant IEPs grounded in evaluation data and aligned to educational standards. Include a clear example of how a user progresses from evaluation data to finalized goals within the system.

Proposals must address the following:

- 1. Standards-Aligned Goal Development:** Describe how the system supports the development of measurable, standards-aligned IEP goals.

- 2. Evaluation Data Integration:** Explain how evaluation data informs goal creation and instructional decision-making that supports grade-level standards and instructional expectations within the system.
- 3. Guided Authoring and Compliance Supports:** Describe tools, prompts, or workflows that support educators in developing high-quality, compliant IEPs.

C.5.ii. Progress Monitoring & Reporting

Describe how the proposed solution enables ongoing progress monitoring and reporting for educators, administrators, and families. Include examples of dashboards, reports, or user views that demonstrate how information is presented to each user group.

Proposals must address the following:

- 1. Progress Capture and Tracking:** Describe how progress toward IEP goals is captured, visualized, and updated over time.
- 2. Instructional Responsiveness:** Describe how the system supports data-informed instructional adjustments based on student progress.
- 3. Reporting and Visualization Tools:** Explain the availability of dashboards, reporting tools, and real-time insights for educators and families.

C.5.iii. Human-Centered Design & Accessibility

Describe how the proposed solution supports role-based user experiences and meets accessibility requirements. Include evidence of usability testing or user feedback, where available, and how it has informed system design.

Proposals must address the following:

- 1. Role-Based Usability** – Describe how the user interface supports ease of use across educators, families, and administrators.
- 2. Accessibility and Multilingual Support** – Explain how the solution aligns with accessibility standards, including WCAG, and supports multilingual access including how it is validated.
- 3. Efficiency and Cognitive Load Reduction** – Describe how the system reduces complexity and supports efficient task completion.

C.5.iv. Adaptive Workflow & Conditional Logic

Describe how the proposed solution guides users through complex processes while maintaining flexibility and compliance. Include a representative example illustrating how workflows dynamically adjust based on student data, eligibility, or compliance triggers, and how the system guides users through the process.

Proposals must address the following:

- 1. Dynamic Workflow Adaptation:** Describe how workflows adapt to student needs, eligibility categories, and compliance requirements.
- 2. Automation and User Guidance:** Explain how automation, prompts, or conditional logic guide users and prevent errors.
- 3. Statewide Consistency with Local Flexibility:** Describe how the system supports consistent processes while accommodating district-level variation.

C.5.v. Parent & Student Experience

Describe how the proposed solution enables meaningful, ongoing participation for families and students throughout the IEP process.

Proposals must address the following:

- 1. Multilingual Access and Participation:** Describe multilingual capabilities and features that support family access and encourage active student participation.
- 2. Access to Information:** Describe how families and students access IEP documents, progress updates, and related information.
- 3. Engagement and Participation Tools:** Explain features that support communication, feedback, and active participation in the IEP process.
- 4. Inclusive Experience Design:** Describe how the solution ensures families and students are active and valued members of the IEP team.

C.5.vi. Statewide Governance Controls

Describe how the proposed solution supports effective statewide governance, controlled configuration, and secure administration.

Proposals must address the following:

- 1. Governance and Policy Management:** Describe the approach to managing business rules, forms, workflows, and policy updates within a statewide environment.
- 2. Configuration Authority and Transparency:** Explain how configuration and reporting authority is defined and how transparency is maintained (e.g., visibility into changes, auditability).
- 3. Configuration Change Approach:** Describe how configuration changes are managed over time, including how they are introduced, validated, and implemented.
- 4. Statewide and Local Configuration Balance:** Explain how the solution supports statewide consistency while allowing appropriate local flexibility.
- 5. Administrative Controls and Security:** Describe how administrative access and permissions are structured to support system integrity, security, and oversight.

C.5.vii. End-to-End User Experience Scenario

Provide at least one (1) example illustrating how the solution supports a complete IEP lifecycle (e.g., referral through development, implementation, and progress monitoring).

The scenario must address the following:

- 1. User Roles and Interactions:** Describe the users involved and how they interact with the system throughout the process.
- 2. Workflow and System Integration:** Explain how workflows operate across system components and how information moves through the process.
- 3. Data Capture and Use:** Describe how data is captured, reused, and shared to support continuity and decision-making.
- 4. User Experience and Efficiency:** Explain how the solution reduces administrative burden and improves the overall user experience.

C.6. MANAGEMENT PROPOSAL

C.6.i. Project Approach and Implementation Methodology

Describe the bidder's approach to delivering the project in a structured, transparent, and accountable manner across the full project lifecycle.

Proposals must address the following:

- 1. Implementation Approach and Methodology:** Describe the overall approach and methodology used to plan, execute, and oversee the project, including alignment to the State's implementation phases.
- 2. Understanding of Washington K-12 Environment:** Explain how the approach reflects the Washington State K-12 environment, including OSPI governance structures, partner engagement, and the operational diversity across LEAs and ESDs.
- 3. Data, Reporting, and Compliance Alignment:** Describe how the approach supports statewide data and reporting requirements (e.g., CEDARS) and maintains data consistency, accuracy, and compliance throughout implementation.
- 4. Equity, Accessibility, and Inclusion:** Explain how equity, accessibility, and inclusive practices are incorporated into project planning, stakeholder engagement, and system adoption.
- 5. Phased Delivery and Progress Management:** Describe the approach to phased delivery, including how work is organized across stages and how progress is monitored and managed over time.
- 6. Milestones and Readiness Checkpoints:** Explain how key milestones, review points, or readiness checkpoints are used to guide progress and support alignment with OSPI leadership and governance bodies.

7. **Risk and Issue Management Approach:** Describe how risks, issues, and dependencies are identified, monitored, communicated, and addressed throughout the project.
8. **Project Governance and Decision-Making:** Explain the governance structure, including decision authority, escalation pathways, and coordination across project partners.
9. **Quality Assurance and Deliverable Validation:** Describe the approach to quality assurance, including review processes, acceptance criteria, and validation of deliverables.

C.6.ii. Risk Management

Describe the bidder's approach to identifying, analyzing, monitoring, and mitigating risks throughout the project lifecycle, including specific risks related to implementation, technical architecture, system integration, data migration, security and privacy, and statewide adoption.

Proposals must address the following:

1. **Risk management framework** used to identify, assess, and prioritize risks throughout the project lifecycle
2. **Processes for risk identification and documentation**, including how risks will be tracked and monitored during the project
3. **Mitigation strategies** used to reduce the likelihood or impact of identified risks
4. **Escalation procedures** used to communicate and resolve risks through project governance structures
5. **Coordination of risk management** with project planning, delivery, and statewide implementation activities

As part of the proposal, bidders must provide a sample risk register as an attachment demonstrating the format and level of detail used to manage project risks.

C.6.iii. Work Plan and Schedule

Describe the bidder's approach to organizing, sequencing, and delivering project activities to achieve successful implementation outcomes.

Proposals must address the following:

1. **Work Plan Structure and Phasing:** Provide a detailed work plan, including major phases, key activities, and dependencies required to deliver the project.
2. **Implementation Scenario:** Provide a representative example illustrating how the proposed approach may be applied over a multi-year implementation, including a phased rollout aligned to section A.8. Period of Performance.

3. **Project Schedule and Critical Path:** Explain how the project schedule is developed and managed, including identification of critical path activities and alignment to key milestones and timelines.
4. **Resource Allocation and Level of Effort:** Describe how resources are allocated across project phases, including roles and level of effort.
5. **Phased Delivery Scenario:** Describe a representative delivery approach through MVP validation and subsequent rollout, including how timelines may be structured and adjusted based on readiness or other factors.
6. **Migration, Onboarding, and Implementation Sequencing:** Explain how migration, onboarding, and implementation activities are sequenced, including how organizations transition from existing systems and how onboarding supports varying levels of readiness and capacity.
7. **Readiness Checkpoints and Progress Validation:** Describe how readiness is assessed throughout the project, including checkpoints or review points used to confirm preparedness before advancing to subsequent phases.

C.6.iv. Training and Adoption Strategy

Describe the bidder's approach to preparing users and organizations for successful implementation and sustained use of the solution across a statewide environment.

Proposals must address the following:

1. **Training Approach and Delivery Model:** Describe the approach to developing and delivering training across user roles, including how training supports organizations with varying levels of readiness, capacity, and technical environments.
2. **Role-Based and Statewide Training Design:** Explain how training is structured to support different user roles and promote consistent understanding and use of the system across OSPI, ESDs, and LEAs.
3. **Phased Rollout and Partner Coordination:** Describe how training and readiness activities align with a phased or cohort-based rollout, including coordination with OSPI and ESD partners across implementation phases.
4. **User Readiness and Adoption Support:** Explain how users and organizations are supported in adopting the system, including approaches to building readiness and addressing varying levels of preparedness.
5. **Adoption Monitoring and Continuous Improvement:** Describe how adoption and system utilization are monitored over time, including metrics, reporting, or practices used to assess training effectiveness, identify challenges, and support continuous improvement.

C.6.v. Project Management/Team Structure/Internal Controls

Describe the proposed project team structure, including roles, responsibilities, and internal controls that will support effective delivery of the project.

Proposals must address the following:

1. **Team Structure and Roles:** Describe the overall team structure, including key roles, responsibilities, and the involvement of any subcontractors.
2. **Staff Qualifications and Experience:** Identify proposed personnel and summarize their qualifications and relevant experience.
3. **Resource Allocation and Level of Effort:** Describe how team members are allocated to the project, including the anticipated level of effort and percentage of time for key staff.
4. **Organizational Alignment and Reporting Structure:** Explain how the project team is positioned within the broader organization, including reporting relationships and lines of authority.
5. **Leadership and Accountability:** Identify the individual(s) with primary responsibility and final authority for project delivery.
6. **Organizational Chart:** Provide an organizational chart illustrating team structure, reporting relationships, and lines of authority, including alignment to senior leadership.

C.6.vi. Deliverables and Performance Accountability

Describe the deliverables to be provided under the proposed contract and the outcomes those deliverables are intended to achieve, including how performance-based contracting principles will be applied and how outcomes and performance will be monitored, measured, and reported to OSPI.

Deliverables – Fully describe deliverables to be submitted under the proposed contract. Deliverables are the services and materials Consultants provide as described in contract agreements.

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

Bidders are encouraged to structure Deliverables and Financial proposals in a performance-based manner that identify payment(s) tied to deliverables identified in this section.

Outcomes and Performance Measurement – Describe the Key Performance Indicators (KPI) the Bidder proposes to monitor the implementation of the proposed solution to achieve the objectives of this project. Include how these KPIs would be monitored, measured, and reported to the state agency.

Examples/Samples of Related Projects/Previous Work – Provide four (4) examples or samples of previous work/deliverables for related projects.

C.6.vii. Experience of the Bidder/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 RFP. List contract reference numbers, contract period of performance, contact persons, phone numbers, and email addresses.

C.6.viii. References

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

By submitting a proposal in response to this RFP, the Consultant and team members grant permission to OSPI to contact these references and others who, from OSPI’s perspective, may have pertinent information. OSPI may or may not, at OSPI’s discretion, contact these references or others. 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.6.ix. 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, 12. Responsiveness.

C.6.x. 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.7. FINANCIAL PROPOSAL

The Financial Proposal must present the pricing structure for the proposed solution and provide sufficient detail for OSPI to understand the total cost of implementation, operation, and support over the life of the contract. Pricing information should be clear, transparent, and structured in a manner that supports evaluation of cost, value, and long-term financial sustainability.

The evaluation process is designed to award this procurement not necessarily to the bidder of least cost, but rather to the bidder whose proposal best meets the requirements of this RFP. However, bidders 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 not exceed the bidder's price as submitted. Except as provided in the Contract, there shall be no additional costs of any kind.

Financial Proposal Evaluation Approach – Financial Proposals will be evaluated using a structured methodology that considers both price competitiveness and the completeness, transparency, and long-term sustainability of the proposed cost model, including total cost of ownership and value to the State. The maximum price competitiveness points available to each bidder are proportionally determined by the bidder's C.4. Technical Proposal score, including performance in the C.4.vi. Requirements Review component. Detailed scoring methodology is provided in Section D.2 Evaluation and Scoring.

Section 701 Compliance – This project complies with Section 701 of the 69th Legislature 2025 Regular Session Senate Bill 5197: Gated Funding. All payments are subject to a required 15% holdback. Holdback payments will be released upon satisfactory completion and approval of all deliverables within each funding Gate.

C.7.i. Pricing Structure

Describe the pricing structure for the proposed solution and associated services. The proposal should explain how pricing is organized across implementation, licensing or subscription costs (if applicable), ongoing operations, support services, and any other cost components associated with the proposed solution.

All pricing must be submitted using the Pricing Structure Workbook, Exhibit N 1.3 Pricing Structure, which must be completed in full.

Proposals should clearly identify pricing units, rate structures, and cost categories used in the proposal. Bidders should also explain how pricing aligns with the proposed implementation approach and project phases.

Cost Proposal Verification – Costs represented on the Pricing Structure Workbook must match total costs provided in the C.6.vi Deliverables and Performance Accountability section. Discrepancies or inconsistencies between cost documents will result in the proposal being considered nonresponsive.

C.7.ii. Total Cost of Ownership

Provide a comprehensive description of the total cost of ownership associated with the proposed solution over the anticipated contract lifecycle.

The proposal should describe all cost components associated with implementation, system configuration, migration, integration, training, licensing or subscription costs, hosting or infrastructure (if applicable), maintenance, and ongoing operational support. Proposals

should also identify any anticipated costs associated with system scaling, enhancements, or future operational needs.

C.7.iii. Pricing Assumptions & Transparency

Describe the assumptions used to develop the proposed pricing and any conditions that may influence the cost of implementation or ongoing operations.

Proposals should clearly identify any dependencies, exclusions, or conditions that could affect pricing, including assumptions related to data migration, integrations, stakeholder participation, infrastructure requirements, or system configuration activities.

C.7.iv. Value and Cost Justification

Describe how the proposed pricing represents value to the State and supports the long-term sustainability of the solution.

Proposals should explain how the proposed approach balances cost, system capability, implementation quality, and long-term operational efficiency. Bidders should also describe any efficiencies, innovations, or design choices that contribute to cost effectiveness while maintaining system reliability and performance.

C.7.v. Pricing for Behavioral Forms for Students not eligible for an IEP

Describe the pricing approach for LEA regarding functionality of Manifestation Determinations (MD), Functional Behavior Assessments (FBA) and Behavior Intervention Plans (BIP) for students who are not eligible for an IEP. Bidders should clearly demonstrate how the pricing model avoids disproportionate cost burden to LEAs of varying size and capacity. Alignment between the proposed pricing model and the Pricing Structure Workbook will be considered in the evaluation.

C.7.vi. Travel Cost

The Consultant shall not be entitled to reimbursement of any applicable travel expenses incurred during the scope of the contract, including but not limited to, mileage, meals, lodging, or other travel-related expenses.

C.7.vii. Subcontractor Costs

Costs for subcontractor are to be broken out separately for review and reporting. Please provide any subcontractor costs included in the cost proposal in this section, and note if any subcontractor is certified by the Office of Minority and Women’s Business Enterprises.

C.7.viii. Indirect Costs

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

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

Section D. EVALUATION AND AWARD

D.1. EVALUATION PROCEDURE

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

In addition to presiding over the evaluation team, the RFP Coordinator may review the submittals, provide input, assemble evaluation aids, or perform other functions helpful to the team. Evaluators may engage in a free flow of discussion among themselves and the RFP Coordinator prior to, during, and after the evaluation.

D.1.i. Evaluation Gates

OSPI will use the following process and evaluation criteria to determine eligibility for progression throughout the evaluation process and possible Contract award.

For categories that include a Gate %, bidders must achieve a minimum score equal to the stated percentage of the total available points for that category, based on the final averaged evaluator scores, to remain eligible for further evaluation. Proposers that do not meet the Gate % for any such category will not advance to subsequent evaluation stages.

Consultants may only submit one proposal. Each proposal will be evaluated following a review of the content required in Section C. Proposal Contents. Proposals will be evaluated by category in the following order:

Category	Percentage of total points available	Gate %
1. Responsiveness	Pass/Fail	-
2. Responsibility	Pass/Fail	-
3. Technical Proposal	15%	75%
4. User Experience and Business Solution	20%	75%
5. Management Proposal	15%	60%
6. Financial Proposal	20%	60%
7. Interview and Demonstration	30%	-
8. Preference Points	Up to additional 10%	-

D.1.ii. Responsiveness – Pass/Fail; Points not awarded

Refer to Section B.12 for the criteria used to determine if a proposal is initially considered Responsive. Proposals that are deemed non-responsive will not be considered.

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

D.1.iii. Responsibility

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.1.iv. Technical Proposal

Bidder’s Technical Proposal will be evaluated to determine the suitability of the proposal. Proposals that do not include all elements requested in Section C.4 Technical Proposal will be considered non-responsive and will not pass this gate.

Proposals must score at least 75% of the available points to advance through this evaluation stage. Proposals that meet the minimum criteria for this section will be scored and points included in the total to determine final rankings of responsive proposals.

D.1.v. User Experience and Business Solution

Bidder's User Experience and Business Solution will be evaluated to determine the suitability of the proposal. Proposals that do not include all elements requested in Section C.5 User Experience and Business Solution will be considered non-responsive and will not pass this gate.

Proposals must score at least 75% of the available points to advance through this evaluation stage. Proposals that meet the minimum criteria for this section will be scored and points included in the total to determine final rankings of responsive proposals.

D.1.vi. Management Proposal

Bidder's Management Proposal will be evaluated to determine the suitability of the proposal. Proposals that do not include all elements requested in Section C.6 Management Proposal will be considered non-responsive and will not pass this gate.

Proposals must score at least 60% of the available points to advance through this evaluation stage. Proposals that meet the minimum criteria for this section will be scored and points included in the total to determine final rankings of responsive proposals.

D.1.vii. Financial Proposal

Bidder's Financial Proposal will be evaluated to determine the suitability of the proposal. Proposals that do not include all elements requested in Section C.7 Financial Proposal will be considered non-responsive and will not pass this gate.

Proposals must score at least 60% of the available points to advance through this evaluation stage. Proposals that meet the minimum criteria for this section will be scored and points included in the total to determine final rankings of responsive proposals.

Proposals must provide a one-time per-student cost for enabling Functional Behavioral Assessment (FBA), Behavior Intervention Plan (BIP), and Manifestation Determination (MD) functionality for students who are not eligible for an IEP in the designated Pricing Structure Workbook tab. This pricing shall represent the full cost to enable and use this functionality unless additional costs are explicitly identified. Any additional or ongoing costs must be clearly disclosed and aligned with the Financial Proposal narrative. Pricing provided in the workbook shall be consistent and traceable to the Financial Proposal.

Proposals will be evaluated using a structured methodology that includes both calculated price competitiveness and evaluator assessment of total cost of ownership and value. The maximum price competitiveness points available to each bidder are proportionally

determined by the bidder's C.4. Technical Proposal score, including alignment to RFP requirements as evaluated in the C.4.vi. Requirements Review component. Detailed scoring methodology is provided in Section D.2 Evaluation and Scoring.

D.1.viii. Interview and Demonstration

The scores from the written evaluation sections combined will determine the ranking of all Bidders. OSPI, at its sole discretion, may request that one or more top bidders who have passed all previous evaluation gates participate in a presentation or demonstration. OSPI will contact the top-scoring bidder(s) to schedule a date, time, and location. Bidders 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 explicitly stated by the Bidder during the interview or demonstration may be incorporated into the final contract at OSPI's discretion.

Bidders are not required to respond to the Demonstration Scenarios as part of the initial proposal response. They are provided for Bidders' reference in Exhibit O. Bidders are encouraged to review the demonstration scenarios in preparation for this stage of the Request for Proposals process.

30% of the total proposal points in the overall scoring framework will be awarded in this category.

D.2. EVALUATION AND SCORING

This section describes the methodology used to evaluate Financial Proposals, including both the calculation of price competitiveness and evaluator assessment of Total Cost of Ownership and Value and Cost Justification. It also outlines the scoring framework and point distribution used to evaluate all proposal components.

D.2.i. Financial Proposal Evaluation Methodology

Financial Proposals will be evaluated using a two-component model that balances objective price competitiveness with evaluator assessment of Total Cost of Ownership and Value and Cost Justification.

Price Competitiveness (100 Points Possible)

Price competitiveness will be evaluated using a normalized formula. The maximum number of points available to each Bidder will be proportional to the Bidder’s Technical Proposal score.

Maximum Price Points Available =

$$(\text{Technical Proposal Points Received} \div \text{Technical Proposal Points Possible}) \times 100$$

Price Points Awarded =

$$(\text{Lowest Responsive Cost Proposal} \div \text{Bidder’s Cost Proposal}) \times \text{Maximum Price Points Available}$$

Price points awarded will be rounded to the nearest whole number.

This component is not subject to evaluator discretion.

Price Competitiveness Example Table

Bidder	Technical Score	Max Price Points Available	Bidder Cost	Price Points Awarded
A	150	100	\$5,000,000	100
B	120	80	\$12,000,000	33
C	75	50	\$10,000,000	25
D	135	90	\$7,000,000	64

Evaluator discretion is limited to the Total Cost of Ownership and Value and Cost Justification components. Financial scores will reflect both price competitiveness and confidence in long-term affordability and delivery success.

D.2.ii. Evaluation Scoring Framework Summary

The following scoring method will be assigned to the proposals for evaluation purposes. Pass/Fail criteria determine proposal eligibility to proceed. Point-based criteria are used for scoring and ranking.

Category	Maximum Points Possible
Responsive to Minimum Qualifications and Requirements	Pass/Fail
Responsible Bidder	Pass/Fail
Technical Proposal: Must earn minimum 75% of available points	Pass/Fail; 150-point total
System Architecture and Infrastructure	Pass/Fail
Integration and Interoperability	15
Data Migration Strategy and Tooling	15
Security, Privacy, and Auditability	Pass/Fail
Platform Configurability and Extensibility	Pass/Fail
Requirements Review	120
User Experience and Business Solution: Must earn minimum 75% of available points	Pass/Fail; 200-point total
Instructional Alignment and Goal Development	35
Progress Monitoring and Reporting	35
Human-Centered Design and Accessibility	40
Adaptive Workflow and Conditional Logic	30
Parent and Student Experience	30
Statewide Governance Controls	30
Management Proposal: Must earn minimum 60% of available points	Pass/Fail; 150-point total
Project Approach and Implementation Methodology	35
Risk Management	20
Work Plan and Schedule	20
Training and Adoption Strategy	25
Project Management/Team Structure/Internal Controls	20
Deliverables and Performance Accountability	15

Experience of the Bidder/Staff/Subcontractors	15
Financial Proposal: Must earn minimum 60% of available points	Pass/Fail; 200-point total
Calculated Price Score (Price Competitiveness)	100
Pricing Structure	Pass/Fail
Total Cost of Ownership	60
Pricing Assumptions and Transparency	Pass/Fail
Value and Cost Justification	40
TOTAL WRITTEN PROPOSAL POINTS POSSIBLE	700 points
Interview and Demonstration	300 points
Scoring Preferences	30 points
Veteran Preference	15
Small Business Preference	15
TOTAL POINTS POSSIBLE	1030 points

D.3. SCORING PREFERENCES

OSPI will apply the following Washington State procurement priorities and preferences to this RFP which will impact the evaluation of bids for this RFP:

D.3.i. Preference Related to Certified Veteran-Owned Businesses

In furtherance of Washington’s business inclusion goals, OSPI will evaluate bids for best value and will provide a bid preference to any bidder who certifies that Bidder qualifies as a Washington Department of Veterans’ Affairs Certified Veteran-Owned Business under [RCW 43.60A.190](#).

Bidders may contact the [Washington State Department of Veterans’ Affairs](#) (WDVA) for information regarding Certified Veteran-Owned businesses or to become a Certified Veteran-Owned Business. The WDVA can be reached by telephone, (360) 725-2169, or

through their website at [WDVA](#). If you qualify as a Washington Small Business, identify yourself as such in WEBS and on the Contract Intake Form attached to your proposal.

D.3.ii. Preference Related to Washington Small Businesses

In furtherance of Washington's business inclusion goals OSPI will evaluate bids for best value and will provide a bid preference to any bidder who certifies that Bidder qualifies as a "Washington Small Business" as set forth in [RCW 39.26.010](#) and below. If you qualify as a Washington Small Business, identify yourself as such in WEBS and on the Contract Intake Form attached to your proposal. Contact WEBS Customer Service at 360-902-7400 for assistance.

- Bidder's principal office/place of business must be located in and identified as being in the State of Washington. A principal office or principal place of business is a firm's headquarters where business decisions are made and the location for the firm's books and records as well as the firm's senior management personnel.
- Bidder must be owned and operated independently from all other businesses and qualify as one of the following:
 - Small Business – i.e.,
 - Bidder has fifty (50) or fewer employees; or
 - Bidder has an annual gross revenue of less than \$7,000,000 as reported on Bidder's federal income tax return or its return filed with the Washington State Department of Revenue over the previous three (3) consecutive years.
 - Minibusiness – i.e., Bidder has an annual gross revenue of less than \$3,000,000, but \$1,000,000 or more, as reported on Bidder's federal income tax return or its return filed with the Washington State Department of Revenue.
 - Microbusiness – i.e., Bidder has an annual gross revenue of less than \$1,000,000 as reported on Bidder's federal income tax return or its return filed with the Washington State Department of Revenue.

D.4. REFERENCE CHECKS

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

By submitting a proposal in response to this RFP, the Consultant and team members grant permission to OSPI to contact these references and others who, from OSPI's perspective, may have pertinent information. OSPI may or may not, at OSPI's discretion, contact these references or others. 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.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

The ASB will be notified via email by the RFP Coordinator. Per RCW 39.26.160, OSPI must enter into the state's enterprise vendor registration and bid notification system, the name of each bidder and an indication as to the successful bidder. Therefore, the ASB will receive an additional email from [WEBS](#) regarding this award. If the ASB is not currently registered as a vendor in WEBS, the ASB may be prompted to complete vendor registration.

Proposals that have not been selected for further negotiation or award will be notified via email by the RFP Coordinator. Non-successful bidders may also be prompted to register in [WEBS](#).

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 RFP Coordinator within three (3) business days following announcement of the ASB. The debriefing must be held within three (3) business days of the request, unless otherwise agreed upon by OSPI and Bidder.

Discussion will be limited to a critique of the requesting Bidder's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. 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; participation in a Debriefing Conference is required in order to be eligible to file a protest.

D.8. PROTEST PROCEDURE

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

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

The protest must state:

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

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

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

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

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

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

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

The final determination of the protest shall either:

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

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

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 RFP. 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. RFP EXHIBITS

- Exhibit A** Certifications and Assurances
- Exhibit B** Qualification Affirmations
- Exhibit D** Sample Contract
- Exhibit E** General Terms and Conditions
- Exhibit F** Federal Grant Terms and Conditions
- Exhibit G** Data Sharing Terms and Conditions
- 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 L** 1.1 Supporting Diagrams
- Exhibit M** 1.2 Requirements
- Exhibit N** 1.3 Pricing Structure
- Exhibit O** 1.4 Demonstration Scenarios

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
<p>Consultants who do not meet the minimum qualifications noted above will be rejected as non-responsive and will not receive further consideration. Any proposal that is rejected as non-responsive will not be evaluated or scored.</p> <p><i>Please check all boxes that apply.</i></p> <p><input type="checkbox"/> Licensed to do business in the State of Washington. If not licensed, provide a written intent to become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Contractor.</p> <p><input type="checkbox"/> Demonstrated experience delivering at least one (1) enterprise-scale software platform for an education entity, including direct implementation of an IEP platform or a comparable system-of-record supporting special education, with an active SIS integration.</p> <p><input type="checkbox"/> Demonstrated experience leading and being accountable for delivery of a large-scale, multi-organization or high-complexity implementation, such as a State Education Agency, multi-district deployment, or a large single district with comparable scale and operational complexity.</p> <p><input type="checkbox"/> System data must be stored, processed, or backed up inside the United States.</p>

ADDITIONAL DESIRED QUALIFICATIONS
<p><i>Please check all boxes that apply.</i></p> <p><input type="checkbox"/> Experience working in public sector K–12 environments.</p> <p><input type="checkbox"/> Knowledge of education data and regulatory requirements (e.g., FERPA, IDEA).</p> <p><input type="checkbox"/> Demonstrated experience with system implementation involving data migration or integration.</p>

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

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

EXHIBIT C
SAMPLE CONTRACT

Contract No. _____

between

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

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

and

>CONTRACTOR<

(hereinafter referred to as Contractor)

>ADDRESS<

>Federal Identification #<

>Unified Business Identifier #<

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

I. DUTIES OF THE CONTRACTOR

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

Contractor shall deliver a statewide Individualized Education Program (IEP) platform solution capable of operating on a statewide scale while supporting standardized processes and governance. The platform will serve approximately one hundred and fifty thousand (150,000) students with disabilities across more than three hundred (300) LEAs and nine (9) ESDs, replacing more than four (4) existing IEP systems across the state. The solution must enable consistent, compliant, and efficient IEP development while supporting collaboration among educators, administrators, service providers, and families. The platform must streamline workflows, improve data quality and accessibility, and integrate effectively with the state's broader education technology ecosystem.

B. **Scope of Work.** 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. 2026-20 and Contractor's Proposal, to the satisfaction of the OSPI Contract Manager:

>**SCOPE OF WORK PLACEHOLDER**<

- C. **Deliverables.** The Contractor shall provide the following deliverables to the OSPI Contract Manager by the dates indicated below:

>**DELIVERABLES PLACEHOLDER**<

- D. **ADA Compliance:** All documents, videos, audio records, presentations, or other deliverables required under this Contract shall be produced in format, compliant with the Americans With Disabilities Act and follow the [Web Content Accessibility Guidelines \(WCAG\) 2.0](#), OSPI's formatting standard specified in Attachment _____ – OSPI Americans with Disabilities Act Compliance: Graphics and Colors, [OSPI's Brand Use Policy](#), and [OSPI's Style Guide](#), which are hereby incorporated by this reference. 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. *If subcontractor(s) will be used, the following section will be included.* **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<**

- G. **Technology Compliance.** In the event the Contractor has access to OSPI's building, equipment, data, or network, Contractor shall comply with the following policies:
- Contractor shall complete the IT Security Training within ten (10) business days after the contract is effective. OSPI will grant the Contractor access to the Learning Center and assign the course.
 - Contractor shall comply with OSPI's Technology Acceptable Use Policy. A signed copy of the policy shall be submitted to the OSPI Contract Manager within ten (10) business days after the contract is effective.
 - Contractor shall comply with OSPI's Email Retention Policy. A signed copy of the policy shall be submitted to the OSPI Contract Manager within ten (10) business days after the contract is effective.
 - Contractor shall comply with OSPI's Student Data Confidentiality Policy and Data and Information Handling and Disposal Policy. A signed copy of the policies shall be submitted to the OSPI Contract Manager within ten (10) business days after the contract is effective. Contractor shall also sign and return Statement of Confidentiality and Non-Disclosure, and Certification of Data Destruction, as applicable.

II. PERIOD OF PERFORMANCE

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

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

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

Superintendent has the right to renew this Contract in whole or in part for five (5) additional contract years through 2034, 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. INVOICING & PAYMENT

- A. **Compensation Amount.** 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.
- B. **Funding Source.** Funds for the payment of this Contract are provided by a combination of state and federal program dollars.
- C. **Billing Procedure.** Payment shall be made to the Contractor as follows:

>PAYMENT SCHEDULE PLACEHOLDER<

- D. **Invoice Requirements.** The invoice(s) shall document to the OSPI Contract Manager's satisfaction a description of the work performed and payment requested. Within approximately thirty (30) calendar days of the OSPI Contract Manager receiving and approving the invoice, payment will be mailed or electronically transferred to the Contractor by Agency Financial Services, OSPI. In instances where multiple deliverables are due within one month, the Contractor shall combine the payment and submit only one (1) invoice for the month.

The invoice(s) must be emailed to the OSPI Contract Manager and shall include:

- OSPI Contract number
- Contractor name, address, telephone number, and email address for billing issues if someone other than the Contractor's Contract Manager
- Contractor's Federal Tax Identification Number
- Contractor's Statewide Vendor Number
- Description of Services and Deliverables provided
- Date(s) of Service, if applicable
- When travel reimbursement is allowable, include depart/return times
- Invoice amount for each Service or Deliverable, including applicable taxes

Contractor's invoices for payment shall reflect accurate Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein. OSPI shall have no obligation to pay Contractor for any services that do not comply with this Contract.

- E. **Errors & Corrections.** If errors are found in the submitted invoice or supporting documents, the OSPI Contract Manager will notify the Contractor. In order to receive payment, it shall be the responsibility of the Contractor to make corrections in a timely

manner, resubmit the invoice and/or supporting documentation as requested, and notify the OSPI Contract Manager.

- F. **Final Payment.** Final payment shall be made after acceptance by the OSPI Contract Manager if received by within sixty (60) days after the Contract expiration date, unless negotiated with the OSPI Contract Manager and the Fiscal Budget Analyst. There will be no obligation to pay any claims that are submitted sixty-one (61) or more calendar days after the expiration date ("Belated Claims"). Belated Claims will be paid at OSPI's sole discretion, and any such potential payment is contingent upon the availability of funds.

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 Name]	[Contract Manager's Name]	[Contract Manager's Name]
[Contract Manager's Title]	[Contract Manager's Title]	[Contract Manager's Title]	[Contract Manager's Title]
[Contract Manager's Address]	[Contract Manager's Address]	Old Capitol Building, PO Box 47200	Old Capitol Building, PO Box 47200
Phone: () -	Phone: () -	Olympia, WA 98504-7200	Olympia, WA 98504-7200
Email: [Contract Manager's Email Address]	Email: [Contract Manager's Email Address]	Phone: () -	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
- OSPI's Technology Acceptable Use Policy
- OSPI's Email Retention Policy
- OSPI's Student Data Confidentiality Policy
- OSPI's Data and Information Handling and Disposal Policy
- Attachment A – Contract for Services, General Terms and Conditions
- Attachment A1 – Federal Grant Terms and Conditions
- Attachment B – Request for Proposals with any formal RFP amendments that change scope of work, etc.
- Attachment C – Contractor's Proposal
- Attachment D – OSPI Americans with Disabilities Act Compliance: Graphics and Colors

- Attachment E – Agreement to Authorize the Release and Use of Student-Level Data
- Attachment F – Statement of Confidentiality and Non-Disclosure
- Attachment G – Certification of Data Destruction
- Any other provision, term or material incorporated herein by reference or otherwise incorporated.

VI. APPROVAL

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

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

CONTRACTOR

Superintendent of Public Instruction
State of Washington

Signature

OSPI Contracts Administrator

Print Name

Date

Date

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

Approved as to FORM ONLY
by the Assistant Attorney General

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

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

23. Independent Capacity of the Contractor. The parties intend that an independent Contractor relationship will be created by this Contract. The Contractor and his/her employees or agents performing under this Contract are not employees or agents of the Superintendent. The Contractor will not hold himself/herself out as nor claim to be an officer

or employee of the Superintendent or of the state of Washington by reason hereof, nor will the Contractor make any claim or right, privilege, or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

24. Insurance.

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

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

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

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

any payments owed by the Superintendent to the Contractor for the performance of this Contract.

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

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

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

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

- d. **Public Liability Insurance/General Liability.** The Contractor shall at all times during the term of this Contract, at its cost and expense, carry and maintain general public liability insurance, including contractual liability, against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services provided under this Contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased from time to time as deemed necessary by the Superintendent, with the approval of the Contractor (which shall not be unreasonably withheld), shall not be less than as follows:

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

- e. **Technology Professional Liability (Errors & Omissions).** Contractor shall purchase and maintain technology professional liability insurance coverage. Such coverage shall be sufficiently broad to respond to the duties and obligations as undertaken by

Contractor in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including, but not limited to, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Combined single limit per claim shall not be less than \$2,000,000 per occurrence and \$4,000,000 general aggregate.

f. **Technology Professional Liability & Cyber Liability Insurance.** Contractor agrees to purchase and maintain throughout the term of this Contract a technology/professional liability insurance policy, including coverage for network security/data protection liability insurance (also called "cyber liability") covering liabilities for financial loss resulting or arising from acts, errors, or omissions, in rendering technology/professional services or in connection with the specific services described in this Contract:

- 1) Violation or infringement of any right of privacy, including breach of security and breach of security/privacy laws, rules or regulations globally, now or hereinafter constituted or amended;
- 2) Data theft, damage, unauthorized disclosure, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential information in whatever form, transmission of a computer virus or other type of malicious code; and participation in a denial of service attack on third party computer systems;
- 3) Loss or denial of service;
- 4) No cyber terrorism exclusion;

with a minimum limit of \$3,000,000 each and every claim and in the aggregate. Such coverage must include technology/professional liability including breach of contract, privacy and security liability, privacy regulatory defense and payment of civil fines, payment of credit card provider penalties, and breach response costs (including without limitation, notification costs, forensics, credit protection services, call center services, identity theft protection services, and crisis management/public relations services).

Such insurance must explicitly address all of the foregoing without limitation if caused by an employee of Contractor or an independent contractor working on behalf of Contractor in performing services under this Contract. Policy must provide coverage for wrongful acts, claims, and lawsuits anywhere in the world. Such insurance must include affirmative contractual liability coverage for the data breach indemnity in this Contract for all damages, defense costs, privacy regulatory civil fines and penalties, and reasonable and necessary data breach notification, forensics,

credit protection services, public relations/crisis management, and other data breach mitigation services resulting from a breach of confidentiality or breach of security by or on behalf of Contractor.

- g. **Cyber Risk Liability Insurance.** Contractor shall purchase and maintain cyber risk insurance on a claims made form. The policy shall include coverage for liability as a result of a data security breach or violation of consumer data protection laws arising out of Services provided under this Contract and resulting Purchase Orders - Limits are \$2,000,000 per occurrence and \$4,000,000 aggregate. The insurance coverage limits set forth herein are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits.
- h. **Additional Insured.** The State of Washington, Office of Superintendent of Public Instruction, shall be specifically named as an additional insured on all policies except for liability insurance on privately-owned vehicles, and all policies shall be primary to any other valid and collectible insurance. The Superintendent may waive this requirement at its discretion. Policies and certificates of insurance shall include the contract reference number.
- i. **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.
- j. **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. Taxes/Fees. The Contractor shall complete registration with the Department of Revenue and promptly shall pay all applicable taxes on its operations and activities pertaining to this Contract. Failure to do so shall constitute breach of this Contract. Unless otherwise agreed, the Superintendent shall pay applicable sales tax imposed by the State of Washington on purchased Goods and/or Services. Contractor's invoices shall separately state (a) taxable and non-taxable charges and (b) sales/use tax due by jurisdiction. In regard to federal excise taxes, Contractor shall include federal excise taxes only if, after thirty (30) calendar days written notice to the Superintendent, the Superintendent has not provided Contractor with a valid exemption certificate from such federal excise taxes.

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 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 [IT Security policies, standards, and guidelines of Washington Technology Solutions \(WaTech\)](#) for the state of Washington, which by this reference are incorporated into this agreement.

Contractor shall adhere to the Washington State Technology Security policies (SEC-01 through SEC-13), which govern areas such as security principles, risk management, access control, incident response, and disaster recovery. These documents are maintained by WaTech and may be updated periodically.

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 developed.

As part of the Washington State Cybersecurity Program, 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 GRANTEEES 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 G

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 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.				

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

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
<input type="checkbox"/> Letter of Submittal
<input type="checkbox"/> Technical Proposal
<input type="checkbox"/> 1.2 Requirements
<input type="checkbox"/> Management Proposal
<input type="checkbox"/> References
<input type="checkbox"/> Cost Proposal
<input type="checkbox"/> 1.3 Pricing Structure
<input type="checkbox"/> 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
<input type="checkbox"/> 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
<input type="checkbox"/> 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
<input type="checkbox"/> Contractor Intake Form Must be signed and submitted by a duly authorized representative for the bidder. Download an editable version from OSPI’s website
<input type="checkbox"/> Washington State Business License , if applicable (see <i>Contractor Intake Form</i>). Provide a copy of the business license, or the UBI number on the <i>Contractor Intake Form</i> . 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.

EXHIBIT L-O

Available as separate downloadable documents on [OSPI's procurement website](#).

Exhibit L 1.1 Supporting Diagrams

Exhibit M 1.2 Requirements

Exhibit N 1.3 Pricing Structure

Exhibit O 1.4 Demonstration Scenarios