

Request for Proposals No. 2022-20

Providing Professional Learning for the

Mastery-Based Learning Collaborative

STATE OF WASHINGTON
STATE BOARD OF EDUCATION (SBE)
OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION (OSPI)
OLYMPIA, WASHINGTON

PROJECT TITLE: Providing Professional Learning for the Mastery-Based Learning Collaborative

OPTIONAL PRE-BID CONFERENCE: 1:00 p.m., Pacific Time (PT) on 11/8/21

REQUIRED NOTICE OF INTENT DUE: 1:00 p.m., Pacific Time (PT) on 11/15/21

PROPOSAL DUE DATE: 3:00 p.m., Pacific Time (PT) on 12/15/21

ESTIMATED CONTRACT PERIOD: 2/16/22-6/30/24. Amendments extending the period of performance, if any, shall be at the sole discretion of SBE.

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 SBE/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 SBE/OSPI answers will be posted to these sites. All interested Consultants must be registered with WEBS under the following commodity codes in order to receive automatic notifications: 924-05; 924-19; 924-18; 924-71

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

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Section A. INTRODUCTION

A.1. DEFINITIONS

Definitions for the purposes of this RFP include:

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

Amendment – A unilateral change to the Solicitation that is issued by OSPI, on behalf of SBE, 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, on behalf of SBE, as providing the best value to the Agency. Upon execution of a Contract, the ASB is referred to as the successful Bidder or the Contractor.

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

Bidder – Individual organization, public or private agency submitting a proposal in order to attain a contract with SBE. 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 SBE/OSPI of certain types of asserted deficiencies in the Solicitation.

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

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

Culturally Responsive-Sustaining Education (CRSE) – Culturally responsive-sustaining education is grounded in a cultural view of learning and human development in which multiple expressions of diversity (e.g., race, social class, gender, language, sexual orientation, nationality, religion, ability) are recognized and regarded as assets for teaching and learning. CRSE explores

the relationship between historical and contemporary conditions of inequality and ideas that shape access, participation, and outcomes for learners.¹

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

Educator – A broad term that includes, but is not limited to, teachers, principals, counselors, paraeducators, educational support associates, and educator preparation program instructors (e.g. faculty, lecturers, etc.).

Mastery-based Learning (MBL) – The state defined mastery-based learning in [2019 House Bill 1599](#):

- Students advance upon demonstrated mastery of content;
- Competencies include explicit, measurable, transferable learning objectives that empower students;
- Assessments are meaningful and a positive learning experience for students;
- Students receive rapid, differentiated support based on their individual learning needs; and
- Learning outcomes emphasize competencies that include application and creation of knowledge along with the development of important skills and dispositions.

Mastery-based learning is also referred to as competency-based education.

Mastery-based Learning Collaborative (MBLC) – A group that includes educators, contractors, and staff from grantee schools and other organizations, such as state agencies and community-based organizations.

Project Evaluator – One or more individuals hired or contracted with by SBE to evaluate the project.

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 SBE/OSPI to certain types of alleged errors in the evaluation of the Solicitation.

¹ New York State Education Department [Framework for Culturally Responsive-Sustaining Education](#).

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

RCW – The Revised Code of Washington.

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

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

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

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

State Board of Education (SBE) – The State Board of Education, the entity seeking to contract with a Consultant to provide the service(s) described in this RFP.

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 SBE.

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

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

A.2. PURPOSE OF REQUEST FOR PROPOSALS

The State Board of Education (SBE) is initiating this Request for Proposals (RFP) to solicit proposals from Consultants interested in providing professional learning for educators in the Washington State Mastery-based Learning Collaborative (MBLC) as part of a demonstration project taking place in select school districts throughout Washington State. Ultimately, evaluation of the professional learning will inform the identification and development of

effective policies, practices, and system changes that can contribute to the application of mastery-based learning (MBL) programs throughout the Washington K-12 education system.

A.3. BACKGROUND

The [State Board of Education \(SBE\)](#) is the agency with the goal of providing advocacy and strategic oversight of public education; implementing a standards-based accountability system to improve student academic achievement; providing leadership in the creation of a system that personalizes education for each student and respects diverse cultures, abilities, and learning styles; and promoting achievement of the Basic Education Act goals of [RCW 28A.150.210](#).

Under the leadership of SBE, and with executive sponsorship from SBE, the Office of [Superintendent of Public Instruction \(OSPI\)](#) and the [Professional Educator Standards Board \(PESB\)](#), the MBLC will involve a statewide effort, including personnel at state agencies, educational service districts, community-based partners, educator preparation programs, and participating districts and schools. OSPI is issuing, and will serve as the point of contact, for this RFP on behalf of SBE.

Washington's 2023 biennial budget for SBE includes \$5 million² to implement mastery-based learning in school district demonstration sites for the purpose of addressing learning recovery and other educational issues related to the COVID-19 pandemic. This work will involve developing state and regional support structures for MBL.

To this end, SBE will administer a project of MBL demonstration sites, to identify best practices for implementing MBL, identify sample tools for using a MBL approach, and offer professional learning to in-service educators, including teachers, principals, and counselors. The project's overall goal is to inform future policy by helping decision-makers³ better understand what quality MBL looks like, how long it takes to implement, and what resources are necessary.

Overall MBLC objectives include:

- a. Establish a statewide infrastructure to provide professional development, policy, and communications support to enable schools to implement MBL.
- b. Demonstrate that schools can successfully implement MBL with student learning and assessment that are more authentic, engaging, and culturally connected and sustaining.

² The \$5 million is split into \$1.5 million for fiscal year 2022 and \$3.5 million for fiscal year 2023. In addition, we anticipate \$2.5 million of federal money being available via OSPI for fiscal year 2024. These funds will pay for school grants, professional learning, project evaluation, and administration. We intend to supplement state funding with private grant funding, including funding to support and possibly scale up project implementation during subsequent years.

³ The emphasis is primarily on state decision-makers, but we welcome insights related to local decision-making too.

- c. Document the key steps that states, districts, and schools must take to transition to MBL successfully.
- d. Positively impact student engagement and progress toward learning goals.

So far, MBL has been adopted primarily by individual schools, with some larger scale implementation in select districts and a few smaller states. MBL has several important attributes:

- MBL is personalized learning where students advance upon mastery of content as measured by meaningful, authentic assessments tied to state learning standards.
- Students take ownership of their learning and receive differentiated support based on their interests and needs.
- MBL honors students' assets and cultural backgrounds, and has been shown to help close opportunity and achievement gaps.

Beginning in December 2021, SBE expects to award grants⁴ to up to 30 schools and school districts of varying sizes to support their transition to MBL. In addition, OSPI will contract on behalf of SBE to provide professional learning as outlined in this RFP. We will contract separately for independent evaluation of the project, including formative evaluation to help guide development and implementation of professional learning.

We envision fiscal year 2022 as a planning period and fiscal years 2023 and 2024 as professional learning years. Educators will begin implementing their professional learning during fiscal year 2023 while they learn, and fully implement MBL in their classrooms by the end of fiscal year 2024. Our goal is full building implementation by the end of fiscal year 2024. Schools already at full building implementation when they began participation will have enhanced their implementation and shared knowledge and resources with other schools.

The Contractor will work with grantees and the project evaluator in the early stages of this work to ensure the planning period is useful in helping schools evaluate their current structure and processes and plan for the future, to set them up for success with MBL professional learning in fiscal year 2023. The contractor will also work with grantees and the project evaluator throughout subsequent years to plan and implement professional learning and to ensure coordination of state and local professional learning plans, activities, and data collection. *This includes Contractor's use of the project evaluator's formative evaluation to inform professional learning provided by the Contractor.* Schools are expected to coordinate their professional learning activities with the Contractor and assist with data collection.

We will have two membership levels for schools in the MBL Collaborative:

- MBLC Incubator: for schools that are new to MBL (or are doing it in one department or grade, etc. but want to expand to the full building)

⁴ Totalling \$800,000 in fiscal year 2022 (i.e. 7/1/21-6/30/22) and \$2,500,000 per year in fiscal years 2023 and 2024.

- MBLC Living Lab: for a small number of schools who are already implementing MBL, who our Incubator schools can learn from and who will contribute to the community by sharing resources, etc.

Schools will self-identify which level they intend to join at in their application. Schools can view the [School Invitation Information Packet](#) to apply for the Mastery-based Learning Collaborative (MBLC) grant on our [website](#) for additional information.

In addition, professional learning opportunities will be available to “Friends of the MBLC Interest Group” who may participate on a limited basis, including receiving a newsletter and opting in for professional learning opportunities such as visits to schools, online sessions, and participation in summer institutes, if space is available.

A.4. OBJECTIVE AND SCOPE OF WORK

A. Objective:

The objective of this Request for Proposals (RFP) is to solicit proposals from Consultants for providing professional learning opportunities and materials to help educators in up to thirty (30) schools across Washington State implement mastery-based learning (MBL) in their schools. This work will promote development and implementation of MBL systems, structures, and procedures that can be shared and used to inform policy development. These professional learning opportunities and materials will:

1. Be customizable to respond to local school and community needs
2. Follow the Revised Code of Washington (RCW) guidance on effective professional learning, linked below and written out in Exhibit H:
 - a. [RCW 28A.415.430](#). Professional learning—Defined—Scope.
 - b. [RCW 28A.415.432](#). Professional learning—Standards.
 - c. [RCW 28A.415.434](#). Professional learning—Definitions
3. Align with The Professional Educator Standards Board’s (PESB’s) Cultural Competency, Diversity, Equity, and Inclusion (CCDEI) standards, within ninety (90) days of their adoption by PESB.⁵
4. Align with educator evaluation frameworks, such as the [Teacher and Principal Evaluation Program](#) (TPEP)
5. Incorporate universal design for learning principles, including within online learning environments; and in doing so, enable educators to design and deliver inclusive instruction that includes leveraging the strengths of and supporting:

⁵ The Professional Educator Standards Board (PESB) is currently developing Cultural Competency, Diversity, Equity, and Inclusion (CCDEI) standards, under Senate Bill 5044. Adoption is anticipated in spring 2022, and public input opportunities will be available this fall. These standards will be used for professional learning in Washington state. Since much of SBE’s Mastery-based Learning initiative involves professional learning, it will be important for the Contractor to take these standards into account as they are rolled out. For updates, please see PESB’s [CCDEI webpage](#).

- a. Culturally and linguistically diverse students.
 - b. English learners.
 - c. Students with disabilities.
 - d. Foster youth.
 - e. Students experiencing homelessness.
- 6. Build the capacity of schools and districts as they respond to the evolving educational environment in response to COVID-19, implementing mastery-based learning, and social justice/equity issues.
- 7. Address the needs of administrators, other leaders, and counselors with regard to supporting MBL.
 - a. This includes instructional leadership development to promote teacher and leader effectiveness. The provider must offer tools and processes to develop and enhance instructional leadership and the professional school culture on an on-going basis, such as: communicating meaningful and actionable feedback to teachers and staff regarding classroom MBL implementation; offering training in best practices for classroom walkthroughs and teacher and leader coaching in MBL; and offering support for administering MBL and CRSE professional development aligned to staff evaluation data.
 - b. To accomplish this work, the contractor will need to be adept at promoting a professional learning culture in diverse school settings and adapting to the nuances of district-specific evaluation rubrics and protocols.
- 8. Incorporate paraeducators as an asset in the MBL context.
- 9. Provide implementation support for participating educators that includes, at a minimum, the following elements:
 - a. Opportunities for educators to apply their professional learning takeaways and receive timely feedback.
 - b. Timely supports provided to schools for implementation of student learning programs.
 - c. Opportunities for teachers to engage in professional learning communities including CRSE practices.
 - d. Strategies for responding to of a variety of student needs, including those of English learners and students with disabilities.
- 10. Incorporate best practices for MBL implementation as agreed upon in the MBL/Competency-based Education (CBE) field (i.e. as identified by Aurora Institute and other experts in the field). Examples include: culturally responsive-sustaining education practices, performance-based assessments, equitable grading practices, etc.
- 11. Be accessible to people with disabilities, including accurate captioning and meeting or exceeding [Web Content Accessibility Guidelines \(WCAG\) 2.0 Conformance Level AA](#).
- 12. Reflect input from SBE, OSPI, PESB, and other MBLC members as appropriate.

B. Scope of Work:

The contractor will have primary responsibility for designing and implementing a MBLC professional learning program. This may include: facilitating multiple Professional Learning Communities (PLCs) designed to build capacity with implementing Culturally-Responsive Sustaining Education (CRSE), mastery, and youth-centered practices; as well as a range of professional learning and knowledge-sharing opportunities including virtual or in-person site visits; community gatherings; youth summits; opt-in online sessions; summer institutes; regional and statewide learning events, and developing a digital MBL Tool Kit of shared resources. The contractor will take the lead role in facilitating statewide professional learning meetings.

1. Work Plan

The proposal must include a draft MBLC professional learning work plan, which will form the basis for an approved work plan to be co-developed⁶ with MBLC personnel by 6/23/22 and revised annually after that. At a minimum, include the following elements:

1. A narrative description of professional learning objectives.
2. A narrative description of MBL and related CRSE professional learning activities the Contractor will provide for educators, including:
 - a. Professional learning model (e.g. train-the-trainer, professional learning community, job-embedded, other model, or combination of models); timing (e.g. during regular school work day, evenings, weekends, summer); and delivery mode (e.g. in-person, online, hybrid, synchronous, asynchronous).
 - b. A description of any online platform(s) you would use and how you will make online learning engaging for participants.
3. A narrative description of MBL and CRSE professional learning resources the contractor will provide for educators, including:
 - a. An MBL Tool Kit, updated annually, including virtual training modules and other resources related to MBL professional learning. Note, all materials developed by the contractor will be subject to Copyright Provisions included in Exhibit D (General Terms and Conditions).
 - b. Developing or adapting other professional learning resources for use by the MBLC.

These resources will be developed in consultation with state agency staff, to ensure alignment with evolving state requirements and guidance in educator preparation, credentialing, professional learning, and standards for educators working in mastery-based roles.

4. A framework for describing and defining programs and interventions across the schools/grantees by type of MBL program and degree of implementation that each participating school is at. In other words, this framework outlines an approach for differentiating professional learning to serve schools that are at different points in MBL implementation.

⁶ At its sole discretion, SBE may opt for a consulting role rather than a co-development role.

5. A Key Elements table containing responses to the following questions:

Key Elements Table

Question	Response
a. How will the professional learning integrate mastery-based learning content with Culturally Responsive-Sustaining Education (CRSE) content?	
b. How will professional learning include differentiated instructional strategies to meet the needs of educators in various roles (e.g. teacher, principal, counselor, paraeducator, etc.), various grade levels, and various instructional levels (i.e. serving students at different levels of mastery) within a grade?	
c. How will you work with participating schools to integrate your MBLC professional learning plan with their professional learning plans?	
d. How will you work with the project evaluator and incorporate their formative assessments in planning and implementing the professional learning you provide?	
e. How will you work SBE staff? Include a description of whatever involvement you require of SBE.	
f. How many hours of hours of professional learning will be offered for various types of educators each year during fiscal years 2023 and 2024? At a minimum, the number of hours for teachers should be high enough to convince a reasonable reviewer that their professional learning will be sustained and intensive. Break the numbers out in terms of online and in-person hours.	Fiscal year 2023 teacher online hours: Fiscal year 2023 teacher in-person hours: Fiscal year 2024 teacher online hours: Fiscal year 2024 teacher in-person hours: Fiscal year 2023 principal online hours: Fiscal year 2023 principal in-person hours: Fiscal year 2024 principal online hours: Fiscal year 2024 principal in-person hours: Fiscal year 2023 counselor online hours: Fiscal year 2023 counselor in-person hours: Fiscal year 2024 counselor online hours: Fiscal year 2024 counselor in-person hours: Add rows as necessary to identify and estimate hours you will provide for other educators, such as paraeducators, etc.

2. Collaboration and Communication Requirements

As the contractor develops and implements draft, initial, and updated MBLC professional learning plans, the contractor must do the following to ensure effective coordination and communication, unless waived by SBE:

1. Work collaboratively with the MBL Collaborative Director as well as other staff as necessary, including staff from at least 3 state agencies:
 - a. The SBE.
 - b. The Professional Educator Standards Board (PESB), a state agency that oversees the preparation and certification of Washington's P-12 educators.
 - c. The Office of Superintendent of Public Instruction (OSPI), a state agency that oversees and provides resources and technical assistance for Washington's 295 school districts and 7 state-tribal education compact schools.
 - d. This includes attending any meetings and appointments these agencies indicate are pertinent to project efforts.
2. Cooperate with the project evaluator on evaluation-related activities, including reporting, participating in interviews with the project evaluator, and using the project evaluator's formative assessment to inform professional learning you provide.
3. Work with schools to coordinate the professional learning you provide with local school- or district-level professional learning, including SBE school grant-funded professional learning.
 - a. Provide feedback on each school's professional learning plan. This plan must incorporate professional learning opportunities provided by the state, supplemented by local activities, such as a 2-3 session professional learning series, intervisitations, youth panels, or other ways to get everyone in the school involved in the conversation about this work. This feedback will be completed within 30 days of receipt of school professional learning plans.
 - b. Co-create, co-plan, and co-facilitate professional learning with participating schools, using agreed upon curricula and structures, virtually and/or in-person.
4. Advise schools on their approach for including student, family, and community input and offer strategies for engagement with families and communities.
5. Facilitate or present a mutually agreed on number of sessions at an online or in-person annual statewide event or conference each year (currently envisioned as a day-long event).
 - a. Assist with planning such events.
6. Design, coordinate, and facilitate 9 online quarterly regional meetings (central, east, and west, 3 quarters per year, except 1 quarter for fiscal year 2022) either face to face, or online.
7. Provide a monthly newsletter or equivalent communication for MBLC members.
8. Regularly monitor email and respond to educator and MBLC member, personnel, and contractor (e.g. project evaluator and other contractors) questions and needs.
9. Actively participate in a mutually agreed on number of meetings and related planning meetings at SBE's request, including with:
 - a. MBLC members (personnel and boards).
 - b. Students, parents, guardians, and families.
 - c. Educators.

- d. Communities, including community-based organizations.
 - e. Agencies (including board meetings, if applicable).
 - f. Partner organizations such as Washington Education Association, Washington State School Directors' Association, Washington Association of School Administrators, Washington School Counselor Association, and various non-profit organizations concerned with educator professional learning in Washington.
 - i. For example, to coordinate professional learning opportunities with learning institutes and other events offered by these organizations.
 - g. Educator preparation programs.
 - h. The state legislature.
10. Prepare reports and participate in interviews required by SBE, to include, at a minimum:
- a. Annual report, to include elements specified by SBE.
 - b. Annual interview with project evaluator.

A.5. BIDDER QUALIFICATIONS

Minimum Qualifications:

- Licensed to do business in the State of Washington. If not licensed, provide a written intent to become licensed in Washington within thirty (30) calendar days of being selected as the Apparent Successful Bidder.
- Experience providing MBL professional learning activities and materials to educators.
- Experience providing Culturally Responsive-Sustaining Education (CRSE) professional learning or equivalent professional learning to educators.
- Experience providing professional learning on topics related to MBL, such as around formative and performance-based assessments, project-based learning, work-based learning, etc.
- Experience working with diverse students, families, educators, and community members, including experience working with underserved communities.
- Experience developing, coordinating, facilitating and evaluating progressively complex learning for educators over at least a three-year period in consultation with state or local agency staff.
- Experience utilizing project management principles to successfully implement complex projects serving students/families, education leaders, or educators.

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

Desirable Qualifications:

- MBL professional learning experience:
 - Providing MBL professional learning activities for at least 5 years and at multiple schools.
 - Developing MBL professional learning materials for sharing broadly across multiple schools
 - Providing the kind and level of information each type of educator audience you will serve (e.g. teachers, principals, counselors, paraeducators, etc.) needs for MBL implementation to be successful.
 - Collaborating with national experts around MBL theory and practice.
- Other experience:
 - Working with schools, teachers, students, families, and community members in diverse districts, including those serving urban, suburban, rural, multilingual and migrant communities.
 - Facilitating learning around issues of race, equity, and educational justice.
 - Facilitating learning-focused conversations that promote reflective practices and result in improved student learning and equitable outcomes.
 - Working with Washington schools and districts.
- MBL knowledge:
 - Expertise in MBL policy implications in various education contexts.
 - Expertise in research-based practices for effective professional learning for educators implementing MBL, including the change process as well as data-based decision-making.
- Other knowledge:
 - Expertise in understanding needs of adult learners.
 - Expertise in key principles of skillful facilitation and how to engage reluctant or resistant learners.

A.6. PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about February 16, 2022, and end on or about June 30, 2024. The option to extend any contract resulting from this procurement shall be at the sole discretion of SBE.

As such, SBE reserves the right to amend to extend the contract for three (3) additional contract years through June 30, 2027. Decision to amend shall be based on sustained satisfactory performance as decided by the Contract Manager, successful completion of project objectives, and availability of funding. If SBE 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 SBE 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 SBE, may be added to the resulting contract by a written amendment mutually agreed to and executed by both parties.

A.7. FUNDING

This project includes state funds. State Fiscal Year runs July 1-June 30 of the subsequent year. Cost Proposal must be split between Fiscal Year periods:

	Period of Performance	Budget (up to)
Year 1	February 16, 2022 – June 30, 2022	\$160,000
Year 2	July 1, 2022 – June 30, 2023	\$360,000
Year 3	July 1, 2023 – June 30, 2024	\$360,000
Contract total:		\$880,000

Any applicable mileage, meals, lodging, or other travel-related expenses must be covered by fees for deliverables and may not be charged separately.

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

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

Funds proposed for this project for fiscal year 2024 will be funded using Federal money provided by Catalog of Federal Domestic Assistance number 84.425D. The selected contractor must therefore comply with Federal Grant Terms and Conditions included in, but not limited to Exhibit D during that year.

A.8. INDIRECT COSTS

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

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

A.9. AMERICANS WITH DISABILITIES ACT

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

Section B. GENERAL INFORMATION FOR BIDDERS

B.1. RFP COORDINATOR

The RFP Coordinator is the sole point of contact in OSPI (on behalf of SBE) for this procurement. All communication between the Consultant and SBE/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 SBE /OSPI, and may result in disqualification of the Consultant.

B.3. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Item	Action	Date
1.	OSPI issues RFP on behalf of SBE	10/25/21
2.	SBE hosts Pre-bid Conference	11/8/21
3.	Question and Answer period	10/25/21-12/6/21
4.	Required Notice of Intent due	11/15/21
5.	Last date for questions regarding RFP	12/6/21
6.	Complaints due	12/8/21
7.	OSPI posts final Question and Answer Addendum or Amendment (if necessary) on behalf of SBE	12/8/21
8.	Proposals due	12/15/21
9.	SBE conducts evaluation of written proposals	12/16/21-1/14/22
10.	SBE conducts oral interviews with finalists (if determined necessary by SBE)	1/3/22-1/14/22
11.	OSPI announces "Apparent Successful Bidder" and sends notification to unsuccessful Bidder(s) on behalf of SBE	1/18/22

Item	Action	Date
12.	SBE conducts debriefing conferences (if requested)	As requested, per debriefing instructions
13.	Contract negotiation begins	1/18/22
14.	Anticipated contract start date	2/16/22

SBE reserves the right to revise the above schedule.

B.4. NOTICE OF INTENT

Consultants intending to submit a proposal must notify the RFP Coordinator via Notice of Intent to propose no later than 3:00 p.m. PT on 11/15/21. The notice must be submitted via email to the RFP Coordinator. Proposals will not be accepted from consultants who do not submit a timely Notice of Intent.

The notice must include the following information:

- Bidder name
- Bidder location
- Bidder website link
- Bidder contact person name, title, email address, and phone number

B.5. PRE-BID CONFERENCE

A pre-bid conference is scheduled to be held on 11/8/21 at 1:00 p.m. PT. The pre-bid conference will be held virtually on [Zoom](#).

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

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

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

B.6. COMPLAINT PROCEDURE

The complaint process is available to Consultants interested in this RFP. The complaint process allows Consultants to focus on the Solicitation requirements and evaluation process and raise issues with these processes early enough in the process to allow SBE/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 SBE/OSPI can rectify the issue(s) early in the process. Complaints must be submitted to the RFP Coordinator. In order to be considered a valid complaint, the complaint must meet the following requirements:

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

Complaints not received by the deadline noted in the Estimated Schedule of Procurement Activities will not be reviewed by SBE/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. SBE/OSPI will consider all complaints but is not required to adopt a complaint, in part or in full. SBE/OSPI's response to the complaint is final and not subject to administrative appeal. The response, and any changes to the RFP, will be posted as an amendment to WEBS prior to the proposal due date. Any complaint addressed during the complaint process cannot be raised during the protest process.

B.7. SUBMISSION OF PROPOSALS

Consultants shall submit proposals as an attachment to an email to the RFP Coordinator noted in Section B.1. ***Proposals must arrive by 3:00 p.m. PT in Olympia, WA, on December 15, 2021.*** The RFP number must be noted in the email subject line. Attachments to the email shall be Microsoft Word format or in Portable Document Format (PDF). Zipped files may be received by OSPI and can be used for submission of proposals. SBE/OSPI does not assume responsibility for any problems with the electronic delivery of materials.

Proposals not received by the deadline will not be reviewed. Late proposals will not be accepted and will be automatically disqualified from further consideration. Proposals must respond to the

procurement requirements. Do not respond by referring to material presented elsewhere. The proposal must be complete and must stand on its own merits.

Failure to respond to any portion of the procurement document may result in rejection of the proposal as non-responsive. All proposals and any accompanying documentation become the property of SBE/OSPI and will not be returned.

B.8. PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

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

B.8.i. CONFIDENTIAL DOCUMENTS

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

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

B.8.ii. PUBLIC RECORDS REQUESTS

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

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

If you have any questions, refer to the [OSPI Public Records Office](#).

B.9. ADDENDUMS AND AMENDMENTS TO THE RFP

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

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

B.10. SMALL BUSINESS, MINORITY & WOMEN'S BUSINESS ENTERPRISES (MWBE), AND VETERAN-OWNED BUSINESS PARTICIPATION

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

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

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

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

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

B.11. ETHICS, POLICIES, & LAW

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

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

B.12. ACCEPTANCE PERIOD

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

B.13. RESPONSIVENESS

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative and minimum requirements and instructions specified in this RFP. SBE/OSPI may reject a Proposal as nonresponsive at any time for any of the following reasons:

- Incomplete Response
- Submission of a Response that proposes services that deviate from the scope and technical requirements set forth in this document and Exhibit B, Sample Contract, except as permitted in an amendment to this Solicitation
- Failure to meet the minimum Bidder qualifications or to comply with any requirement set forth in this RFP, including Attachments
- Submission of incorrect, misleading or false information
- History of prior unsatisfactory contractual performance

The RFP Coordinator may contact any Bidder for clarification of the proposal. If a proposal is deemed non-responsive, it shall be removed from further consideration. Bidders whose proposals are found to be non-responsive shall be disqualified from further evaluation and shall be notified in writing.

If a proposal meets all administrative and Bidder qualification requirements and submittal instructions, SBE shall continue with the written evaluation and, if applicable, the oral evaluation.

SBE/OSPI reserves the right to waive minor administrative irregularities.

B.14. MOST FAVORABLE TERMS

SBE 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. SBE/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 SBE/OSPI.

B.15. CONTRACT AND GENERAL TERMS & CONDITIONS

The Apparent Successful Bidder will be expected to enter into a contract which is substantially the same as the sample contract and its General Terms and Conditions. In no event is a Bidder to submit its own standard contract terms and conditions in response to this RFP. The Bidder

may submit exceptions as allowed in the Certifications and Assurances section. SBE/OSPI will review requested exceptions and accept or reject the same at its sole discretion.

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

B.16. COSTS TO PROPOSE

Neither SBE nor OSPI will not be liable for any costs incurred by the Consultant in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

B.17. NO OBLIGATION TO CONTRACT

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

B.18. REJECTION OF PROPOSALS

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

B.19. COMMITMENT OF FUNDS

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

B.20. STATEWIDE VENDOR PAYMENT REGISTRATION

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

B.21. INSURANCE COVERAGE

The Apparent Successful Bidder must comply with the insurance requirements identified in the General Terms and Conditions.

The Contractor shall, at its own expense, obtain and keep in force insurance coverage which shall be maintained in full force and effect during the term of the Contract. The Contractor shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to the Contract Manager within fifteen (15) days of the contract effective date.

Section C. PROPOSAL CONTENTS

C.1. PROPOSAL OVERVIEW

Proposals must be formatted to print on eight and one-half by eleven (8 ½ x 11) inch paper size with individual sections clearly identified. The font must be 11 point or larger Calibri, except that the organization chart and any other tables or figures may use 9-point or larger Calibri font, Margins must be at least one inch all around. The Letter of Submittal, excluding the signed *Certifications and Assurances* and *Contractor Intake Form*, shall be a maximum of one (1) page. The Work Plan and Management Proposals together shall total a maximum of eighteen (18) pages. The major sections of the proposal are to be submitted in the order noted below:

1. Letter of Submittal including signed:
 - a. *Certifications and Assurances*
 - b. *Contractor Intake Form*
2. Technical Proposal (page limit applies)
3. Management Proposal (page limit applies)
4. Cost Proposal
5. Evidence of providing MBL professional learning for in-service educators.
6. Resumes (a maximum of 2 pages per person)
7. No other attachments will be accepted (e.g. no letters of support)

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. Pages in excess of those listed above will not be reviewed.

C.2. LETTER OF SUBMITTAL

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

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

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

C.3. TECHNICAL PROPOSAL

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

C.3.i. Project Approach/Methodology (Scored) – Include a link to recorded video, up to 20 minutes long, clearly describing the Consultant’s proposed approach and methodology for the project. This section should convey Consultant’s understanding of the proposed project. The video may show slides or other documents, but such materials may not be submitted separately.

C.3.ii. Work Plan (Scored) – Include all project requirements and the proposed tasks, services, activities, etc., necessary to accomplish the scope of the project defined in this RFP. This section of the Technical Proposal must contain sufficient detail to (1) give the evaluation team a clear picture of the work the Consultant plans to do; (2) allow the evaluation team to assess the quality of the proposed professional learning; and (3) convey to members of the evaluation team the Consultant’s knowledge of the subjects and skills necessary to successfully complete the project. The Consultant may include any creative approaches that might be appropriate.

C.3.iii. Project Schedule (Scored) – Using the format below, include a project schedule identifying key elements of the work, who will complete them, and when they will be completed.

Work Element	Personnel	Estimated Completion Date
1.		
2.		
Add rows as necessary		

C.3.iv. 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 required to structure Technical and Cost proposals in a performance-based manner that identify payment(s) tied to deliverables identified in Section C.5.i.

C.3.v. Outcomes and Performance Measurement (Scored) – Describe the impacts/outcomes the Consultant proposes to achieve as a result of the delivery of these services including how these outcomes would be monitored, measured, and reported to the state agency. Include potential feedback tools and mechanisms to evaluate the professional learning program for SBE and the project evaluator to consider using.

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

C.3.vi. Risks (Required but Not Scored)

- Define risks you identify as being significant to the success of the project. Include how you would propose to effectively monitor and manage these risks, including reporting of risks to the Agency's contract manager.
- Outline a proposal for minimizing staff turnover and its impact on the Contractor's ability to carry out its work for this project.

C.4. MANAGEMENT PROPOSAL

C.4.i. Project Management

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

Staff Qualifications/Experience and Effort (Scored) – 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. Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project during each fiscal year, plus a total for the entire project. Provide résumés for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information that indicates personnel have the required and desired qualifications. Resumes must not exceed 2 pages each. The Consultant must commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of SBE.

Bidder shall also affirm minimum qualifications on the *Qualifications Assurances and Certification Form* (Exhibit B).

Attach two 2 pieces of evidence (e.g. sample lessons) of demonstrated expertise in designing, writing, and developing MBL professional learning materials for educators.

Please note if any subcontractors are certified by the Office of Minority and Women's Business Enterprises.

C.4.ii. Past Performance (Required but not Scored)

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, SBE reserves the right to disqualify Consultant proposals based on the Consultant's historical performance, as outlined above in Section B. General Information for Consultants, 11. Responsiveness.

C.5. COST PROPOSAL

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

C.5.i. Schedule of Deliverables and Fees (Scored)

Using the format below, identify all deliverables that you will charge a fee for, along with the due date and fee you will charge for each. Consultants are required to collect and pay Washington State sales tax, if applicable. Reviewers will be instructed to consider whether the proposed fees look reasonable for the work described in the proposal.

SCHEDULE OF DELIVERABLES AND FEES		
Deliverable	Estimated Due Date	Fee
22-1(Identify first fiscal year 2022 deliverable)		
22-2 (Identify second fiscal year 2022 deliverable)		
Add rows as necessary and number sequentially		
Subtotal Fees for Work Through 6/30/22, not to exceed \$160,000		

23-1(Identify first fiscal year 2023 deliverable)		
23-2 (Identify second fiscal year 2023 deliverable)		
Add rows as necessary and number sequentially		
Subtotal Fees for Work From 7/1/22 through 6/30/23, not to exceed \$360,000		
24-1(Identify first fiscal year 2024 deliverable)		
24-2 (Identify second fiscal year 2024 deliverable)		
Add rows as necessary and number sequentially		
Subtotal Fees for Work From 7/1/23 through 6/30/24, not to exceed \$360,000		
TOTAL FEES, not to exceed \$880,000		

C.5.ii. Travel Costs

Travel costs are to be covered by the fees listed above and will not be reimbursed separately.

C.5.iii. Subcontractor Costs

Costs for subcontractors are also to be covered by the fees listed above.

C.5.iv. Indirect Costs

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

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

Section D. EVALUATION AND AWARD

D.1. EVALUATION PROCEDURE

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

D.2. EVALUATION WEIGHTING AND SCORING

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

Category	Maximum Points Possible
Technical Proposal	60 points
Project Approach/Methodology	24 points
Quality of Work Plan	24 points
Project Schedule	6 points
Project Outcomes	6 points
Management Proposal	30 points
Project Team Structure/Internal Controls	6 points
Staff Qualifications/Experience and Effort	24 points
Cost Proposal	10 points
Subtotal	100 points
Oral Presentation (if determined necessary by SBE)	10 points
GRAND TOTAL FOR PROPOSAL	110 points

D.3. ORAL PRESENTATIONS

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

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

D.4. SELECTION OF APPARENT SUCCESSFUL BIDDER

SBE 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 SBE and the state of Washington. The selected bidder will be declared the Apparent Successful Bidder (ASB).

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

D.5. NOTIFICATION TO BIDDERS

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

D.6. DEBRIEFING OF UNSUCCESSFUL BIDDERS

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

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

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

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

D.7. 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 SBE/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) SBE/OSPI's assessment of its own and/or other agencies needs or requirements, or 3) a complaint raised during the Complaint Procedure.

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

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

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

The final determination of the protest shall either:

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

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

Section E. RFP EXHIBITS

- Exhibit A** Certifications and Assurances
- Exhibit B** Qualification Affirmations
- Exhibit C** Sample Contract
- Exhibit D** General Terms and Conditions
- Exhibit E** Federal Grant Terms and Conditions
- Exhibit F** Contractor Intake Form
- Exhibit G** Proposal Checklist
- Exhibit H** Revised Code of Washington Guidance on Effective Professional Learning

EXHIBIT A

CERTIFICATION AND ASSURANCES

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

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

1. Bidder declares that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, Bidder may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of ninety (90) business days following receipt, and it may be accepted by SBE 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 neither SBE nor OSPI will not reimburse Bidder for any costs incurred in the preparation of this proposal. All proposals become the property of SBE/OSPI, and Bidder claims no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor.
7. Bidder agrees that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, Bidder has described those exceptions in detail on a page attached to this document.

8. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. Bidder grants SBE 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 SBE, 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 SBE.
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 SBE 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

CONSULTANT INFORMATION	
Bidder:	

MINIMUM QUALIFICATIONS
<p><i>Please check all boxes that apply.</i></p> <ul style="list-style-type: none"><input type="checkbox"/> Licensed to do business in the State of Washington. If not licensed, provide a written intent to become licensed in Washington within thirty (30) calendar days of being selected as the Apparent Successful Bidder.<input type="checkbox"/> Experience providing MBL professional learning activities and materials to educators.<input type="checkbox"/> Experience providing Culturally Responsive-Sustaining Education (CRSE) professional learning or equivalent professional learning to educators.<input type="checkbox"/> Experience providing professional learning on topics related to MBL, such as around formative and performance-based assessments, project-based learning, work-based learning, etc.<input type="checkbox"/> Experience working with diverse students, families, educators, and community members, including experience working with underserved communities.<input type="checkbox"/> Experience developing, coordinating, facilitating and evaluating progressively complex learning for classroom educators over at least a three-year period in consultation with state or local agency staff.<input type="checkbox"/> Experience utilizing project management principles to successfully implement complex projects serving students/families or educators. <p>If any box is not checked, explain why:</p> <div style="height: 150px; border: 1px solid black; margin-top: 10px;"></div>

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

ADDITIONAL DESIRED QUALIFICATIONS

Please check all boxes that apply.

MBL professional learning experience:

- ☐ Providing MBL professional learning activities for at least 5 years and at multiple schools.
- ☐ Developing MBL professional learning materials for sharing broadly across multiple schools
- ☐ Providing the kind and level of information each type of educator audience you will serve (e.g. teachers, principals, counselors, paraeducators, etc.) needs for MBL implementation to be successful.
- ☐ Collaborating with national experts around MBL theory and practice.

Other experience:

- ☐ Working with schools, teachers, students, families, and community members in diverse districts, including those serving urban, suburban, rural, multilingual and migrant communities.
- ☐ Facilitating learning around issues of race, equity, and educational justice.
- ☐ Facilitating learning-focused conversations that promote reflective practices and result in improved student learning and equitable outcomes.
- ☐ Working with Washington schools and districts.

MBL knowledge:

- ☐ Expertise in MBL policy implications in various education contexts.
- ☐ Expertise in research-based practices for effective professional learning for educators implementing MBL, including the change process as well as data-based decision-making.

Other knowledge:

- ☐ Expertise in understanding needs of adult learners.
- ☐ Expertise in key principles of skillful facilitation and how to engage reluctant or resistant learners.

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

**STATE BOARD OF EDUCATION,
STATE OF WASHINGTON**

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

and

>CONTRACTOR<

(hereinafter referred to as Contractor)

>ADDRESS<

Federal Identification # - [REDACTED]
Unified Business Identifier # - [REDACTED]

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

I. DUTIES OF THE CONTRACTOR

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

>OVERVIEW<

B. In order to accomplish the general objective(s) of this Contract, Contractor shall perform the following specific duties, and those outlined in SBE's Request for Proposals No. 2022-20, and Contractor's Proposal, to the satisfaction of the Contract Manager:

>SCOPE OF WORK<

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

>DELIVERABLES<

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

- D. Unless exempted by SBE, all written documents required under this Contract shall be produced in a format, compliant with the Americans With Disabilities Act and meet or exceed [Web Content Accessibility Guidelines \(WCAG\) 2.0 Conformance Level AA](#), which is hereby incorporated by this reference. In the event that the materials are not compliant, SBE may require Contractor to promptly make modifications that will make the materials Accessibility compliant. Additionally, SBE shall have the right to modify or copy the materials in order to make them accessible.

II. CONDITIONS OF COMMENCEMENT OF PERFORMANCE AND SCHEDULE OF PERFORMANCE

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

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

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

SBE has the right to renew this Contract in whole or in part through June 30, 2027, by giving notice to the Contractor. If SBE 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 SBE and Contractor shall negotiate any revision of additional services or goals beyond those encompassed in the previous Contract.

III. DUTIES OF THE SUPERINTENDENT

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

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

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

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

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

Funds for the payment of this contract are provided by state federal programs

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

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

[Schedule of payments may be included here.] or

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

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

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

IV. CONTRACT MANAGEMENT

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

Contractor	SBE
[Contract Manager's Name]	[Contract Manager's Name]
[Contract Manager's Title]	[Contract Manager's Title]
[Contract Manager's Address]	Old Capitol Building, P.O. Box 47200 Olympia, WA 98504-7200
Phone: () -	Phone: () -
Fax: () -	Fax: () -

Email: [Contract Manager's Email Address]

Email: [Contract Manager's Email Address]

V. INCORPORATION OF ATTACHMENTS AND ORDER OF PRECEDENCE

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

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

VI. APPROVAL

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

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

CONTRACTOR

Superintendent of Public Instruction
State of Washington

Signature

OSPI Contracts Administrator

Print Name

Date

Date

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

Approved as to FORM ONLY
by the Assistant Attorney General

EXHIBIT D

GENERAL TERMS AND CONDITIONS

- 1. Access to Data.** In compliance with Chapter 39.26 RCW, the Contractor shall provide access to data generated under this Contract to the SBE, 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 Agreement 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 SBE.
- 5. Assurances.** The SBE 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 SBE, 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 SBE.

- 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/SBE 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 SBE 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 SBE/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 SBE. The SBE 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 SBE 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 SBE or designee, all original works of authorship produced under this Contract shall carry a [Creative Commons Attribution License](#), version 4.0 or later.

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

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

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

The Contractor shall exert all reasonable effort to advise the SBE, 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 SBE 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 SBE 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 SBE 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) SBE shall appoint a member to the Dispute Board; (2) the Contractor shall appoint a member to the Dispute Board; (3) SBE and the Contractor shall jointly appoint a member to the Dispute Board; (4) the Dispute Board shall evaluate the dispute and make a determination of the dispute; and, the determination of the Dispute Board shall be final and binding on the parties hereto.

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

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

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

19. Ethical Conduct. Neither the Contractor nor any employee or agent of the Contractor shall participate in the performance of any duty or service in whole or part under this contract in violation of, or in a manner that violates any provision of the Ethics in Public Service law at Chapter 42.52 RCW, RCW 42.17.130 and 41.06.250 prohibiting the use of public resources for political purposes.

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

21. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless Superintendent/SBE and all officials, agents, and employees of Superintendent/SBE, 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 Superintendent/SBE 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 SBE and its agents, employees, or officials.

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

23. Insurance.

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

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

Except to the extent prohibited by law, the program of the Contractor's compliance with worker's compensation and occupational disease laws, statutes, and regulations in (1), (2), and (3) above shall provide for a full waiver of rights of subrogation against the SBE, 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 SBE incurs fines or is required by law to provide benefits to such employees, to obtain coverage for such employees,

the Contractor will indemnify SBE 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 SBE by the Contractor pursuant to the indemnity may be deducted from any payments owed by SBE 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 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 occurrence, using a Combined Single Limit for bodily injury and property damage.

- d. **Public Liability Insurance.** 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 SBE, with the approval of the Contractor (which shall not be unreasonably withheld), shall not be less than as follows:

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

- e. **Additional Insured.** The State of Washington, State Board of Education, shall be specifically named as an additional insured on all policies except for liability insurance on privately-owned vehicles, and all policies shall be primary to any other valid and collectible insurance. The Superintendent may waive this requirement at its discretion. Policies and certificates of insurance shall include the contract reference number.
- f. **Proof of Insurance.** Certificates and or evidence satisfactory to SBE confirming the existence, terms and conditions of all insurance required above shall be delivered to SBE within five (5) days of the Contractor's receipt of Authorization to Proceed.
- g. **General Insurance Requirements.** Contractor shall, at all times during the term of the Contract and at its cost and expense, buy and maintain insurance of the types and amounts listed above. Failure to buy and maintain the required insurance may result in the termination of the Contract at SBE option. By requiring insurance herein, SBE 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 SBE in this Contract.

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

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

25. Limitation of Authority. Only SBE or the SBE'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 SBE or the SBE's delegate.

26. Non-Discrimination. The Contractor shall comply with all the federal and state non-discrimination laws, regulations and policies, which are otherwise applicable to the SBE. Accordingly, no person shall, on the ground of sex, race, creed, religion, color, national origin, marital status, families with children, age, veteran or military status, sexual orientation, gender expression, gender identity, disability, or the use of a trained dog guide or service animal, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed by the Contractor and its agents under this Contract. The Contractor shall notify the SBE immediately of any allegations, claims, disputes, or challenges made against it under non-discrimination laws,

regulations, or policies, or under the Americans with Disabilities Act. In the event of the Contractor's noncompliance or refusal to comply with this nondiscrimination provision, this Contract may be rescinded, cancelled or terminated in whole or part, and the Contractor may be declared ineligible for further contracts with the SBE.

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

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

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

29. Public Disclosure. Contractor acknowledges that SBE 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, SBE shall maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view the Contractor's information, SBE 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, SBE will release the requested information on the date specified.

30. Publicity. The Contractor agrees to submit to SBE all advertising and publicity matters relating to this Contract which in SBE's judgment, SBE'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 SBE.

31. 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 (6) 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 SBE, personnel duly authorized by SBE, 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.

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

33. Right of Inspection. The Contractor shall provide right of access to its facilities to SBE 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 SBE. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Contractor's business or work hereunder.

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

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

36. Subcontracting. Neither the Contractor nor any subcontractor shall enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written approval of the SBE. 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 SBE 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 SBE determines in its sole judgment that any subcontractor is incompetent, the SBE 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 SBE 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 SBE.

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

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

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

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

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

40. Termination for Default. In the event SBE 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 SBE provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

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

- a. At Superintendent's discretion, the Superintendent may give written notice of intent to renegotiate the Contract under the revised funding conditions.
- b. At Superintendent's discretion, the Superintendent may give written notice to Contractor to suspend performance when Superintendent determines there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed.
 - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When Superintendent determines that the funding insufficiency is resolved, it will give the Contractor written notice to resume performance, and Contractor shall resume performance.
 - (3) Upon the receipt of notice under b. (2), if Contractor is unable to resume performance of this Contract or if the Contractor's proposed resumption date is not acceptable to Superintendent and an acceptable date cannot be negotiated, Superintendent may terminate the Contract by giving written notice to the Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. Superintendent shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.
- c. Superintendent may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. Superintendent shall be liable only for payment in accordance

with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to Superintendent in the event the termination option in this section is exercised.

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

42. Termination Procedure. Upon termination of this Contract SBE, in addition to other rights provided in this contract, may require the Contractor to deliver to SBE any property specifically produced or acquired for the performance of such part of this Agreement 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 SBE and the amount agreed upon by the Contractor and SBE 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 SBE, and (d) the protection and preservation of the property, unless the termination is for default, in which case the SBE 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 SBE determines to be necessary to protect the SBE against potential loss or liability.

The rights and remedies of the SBE 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 SBE, 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 SBE, in the manner, at the times, and to the extent directed by SBE, all rights, title, and interest of the Contractor under the orders and subcontracts in which case SBE 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 SBE to the extent SBE

may require, which approval or ratification shall be final for all the purposes of this clause;

- e. Transfer title to the SBE 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 SBE;
- 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 SBE may direct, for the protection and preservation of the property related to this Agreement which, in is in the possession of the Contractor and in which the Superintendent has or may acquire an interest.

43. Treatment of Assets. Except as otherwise provided for in the Contract, the ownership and title to all real property and all personal property purchased by the Contractor in the course of performing this contract with moneys paid by SBE shall vest in SBE, 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, Professional Educators Standards Board"; and, (3) surrender property and title to the SBE without charge prior to settlement upon completion, termination or cancellation of this Agreement.

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

The Contractor shall be responsible for any loss or damage to property of SBE 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 SBE and take all reasonable steps to protect the property from further damage.

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

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

EXHIBIT E

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 F

CONTRACTOR INTAKE FORM

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

EXHIBIT G

PROPOSAL CHECKLIST

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

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

EXHIBIT H

REVISED CODE OF WASHINGTON GUIDANCE ON EFFECTIVE PROFESSIONAL LEARNING

RCW 28A.415.430 Professional learning—Defined—Scope.

(1) The term "professional learning" means a comprehensive, sustained, job-embedded, and collaborative approach to improving teachers' and principals' effectiveness in raising student achievement. Professional learning fosters collective responsibility for improved student performance and must comprise learning that is aligned with student learning needs, educator development needs, and school district, or state improvement goals. Professional learning shall have as its primary focus the improvement of teachers' and school leaders' effectiveness in assisting all students to meet the state learning standards.

(2) Professional learning is an ongoing process that is measurable by multiple indicators and includes learning experiences that support the acquisition and transfer of learning, knowledge, and skills into the classroom and daily practice.

(3) Professional learning shall incorporate differentiated, coherent, sustained, and evidence-based strategies that improve educator effectiveness and student achievement, including job-embedded coaching or other forms of assistance to support educators' transfer of new knowledge and skills into their practice.

(4) Professional learning should include the work of established collaborative teams of teachers, school leaders, and other administrative, instructional, and educational services staff members, who commit to working together on an ongoing basis to accomplish common goals and who are engaged in a continuous cycle of professional improvement that is focused on:

(a) Identifying student and educator learning needs using multiple sources of data;

(b) Defining a clear set of educator learning goals based on the rigorous analysis of these multiple data sources and the collective and personalized learning needs of teachers and administrators;

(c) Continuously assessing the effectiveness of the professional learning in achieving identified learning goals, improving teaching, and assisting all students in meeting state academic learning standards through reflection, observation, and sustained support;

(d) Using formative and summative measures to assess the effectiveness of professional learning in achieving educator learning goals;

(e) Realizing the three primary purposes for professional learning: (i) Individual improvement aligned with individual goals; (ii) school and team improvement aligned with school and team improvement [goals]; and (iii) program implementation aligned with state, district, and school improvement goals and initiatives.

(5) Professional learning should be facilitated by well-prepared school and district leaders who incorporate knowledge, skills, and dispositions for leading professional learning of adults and meet the standards described in *RCW 28A.300.602. These facilitators may include but are not limited to: Curriculum specialists, central office administrators, principals, coaches, mentors, master teachers, and other teacher leaders.

(6) Principals should assist staff with alignment of professional learning tied to curriculum, instruction, and state and local learning goals and assessments.

(7) Professional learning may be supported by external expert assistance or additional activities that will be held to the same definition and standards as internally supported professional learning, and that:

- (a) Address defined student and educator learning goals;
- (b) Include, but are not limited to, courses, workshops, institutes, networks, studio residencies, virtual learning modules, and conferences provided by for-profit and nonprofit entities outside the school such as universities, educational service districts, technical assistance providers, networks of content specialists, and other education organizations and associations; and
- (c) Advance ongoing school-based professional learning that occurs throughout the year with opportunities for regular practice and feedback while developing new skills.

RCW 28A.415.432 Professional learning—Standards.

Standards for professional learning provide guidance on the preparation and delivery of high quality professional learning to those responsible for planning, facilitating, and sponsoring professional learning.

- (1) Content standards. High quality professional learning:
 - (a) Includes clear goals and objectives relevant to desired student outcomes; and
 - (b) Aligns with state, district, school, and educator goals or priorities.
- (2) Process standards. High quality professional learning:
 - (a) Is designed and based upon the analysis of data relevant to the identified goals, objectives, and audience;
 - (b) Is assessed to determine that it is meeting the targeted goals and objectives;
 - (c) Promotes collaboration among educators to encourage sharing of ideas and working together to achieve the identified goals and objectives;
 - (d) Advances an educator's ability to apply acquired knowledge and skills from the professional learning to specific content; and
 - (e) Models good pedagogical practice and applies knowledge of adult learning theory to engage educators.
- (3) Context standards. High quality professional learning:
 - (a) Makes use of relevant resources to ensure the identified goals and objectives are met;
 - (b) Is facilitated by a professional knowledgeable about the identified objectives; and
 - (c) Is designed in such a way that sessions connect and build upon each other to provide a coherent and useful learning experience for educators.

RCW 28A.415.434 Professional learning—Definitions.

The definitions in this section apply throughout *RCW 28A.300.600 and 28A.300.602 unless the context clearly requires otherwise.

- (1) "Differentiated" means that professional learning experiences are designed to meet the needs of individual educators based on multiple sources of data such as professional growth plans, observations, and student growth data.
- (2) "Job-embedded" means a sustained series of activities such as workshops and coaching occurring throughout the year that is delivered within the context of an educator's

instructional assignments, including both subject and grade level, to support the educator's acquisition and application of the knowledge and skills.

(3) "Student outcomes" refers to two broad categories of student measures: Academic measures and nonacademic measures. Academic measures refer to student learning, growth, and achievement. Nonacademic measures are indicators such as health, behavioral, or socioemotional factors that support student learning.

(4) "Sustained" means ongoing professional learning supported throughout the school year occurring several times within and across school years.