

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

**REQUEST FOR PROPOSALS (RFP)**

**RFP NO. 2011-15**

*This RFP is available at the Office of Superintendent of Public Instruction website located at <http://www.k12.wa.us/RFP/> and at the Office of General Administration, Washington Electronic Business Solution (WEBS) Procurement Website at <http://www.ga.wa.gov/webs/>. All RFP amendments or Consultant questions and OSPI answers will be posted to these sites. All interested Consultants must be registered with WEBS under the following commodity codes in order to receive notifications:*

920-03	Application Service Provider (ASP) (Web Based Hosted)
920-27	E-Commerce Software Development Services
920-40	Programming Services, Computer
920-64	System Implementation and Engineering Services
920-98-05	DIS ITPS Cat. 5 - Technology Architecture Development
920-98-12	DIS ITPS Cat. 12 - Desktop Applications Development and Training
920-98-15	DIS ITPS Cat. 15 - Client Server, Web & N-Tier Application Dev.

**PROJECT TITLE:** e-Certification System Procurement

**PROPOSAL DUE DATE:** 5:00 PM, Pacific Standard Time (PST) November 7, 2011.

**ESTIMATED CONTRACT PERIOD:** December 19, 2011 – June 30, 2013 Amendments extending the period of performance, if any, shall be at the sole discretion of OSPI.

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

**SUBMIT PROPOSAL TO:** **Proposal Delivered by Email:**  
[Brenda.Merritt@k12.wa.us](mailto:Brenda.Merritt@k12.wa.us)

**FAXED BIDS WILL NOT BE ACCEPTED.**

# RFP TABLE OF CONTENTS

---

<b>Section A.</b>	<b>INTRODUCTION</b>	<b>4</b>
1.	DEFINITIONS	4
2.	PURPOSE OF REQUEST FOR PROPOSALS	4
3.	BACKGROUND	5
4.	OBJECTIVE AND SCOPE OF WORK	5
5.	STATE'S ROLE	7
6.	CONSULTANT QUALIFICATIONS	8
7.	PERIOD OF PERFORMANCE	9
8.	FUNDING	9
9.	ADA	10
<b>Section B.</b>	<b>GENERAL INFORMATION FOR CONSULTANTS</b>	<b>11</b>
10.	RFP COORDINATOR	11
11.	ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES	11
12.	PRE-PROPOSAL CONFERENCE	12
13.	SUBMISSION OF PROPOSALS	13
14.	PROPRIETARY INFORMATION/PUBLIC DISCLOSURE	13
15.	ADDENDUMS AND AMENDMENTS TO THE RFP	14
16.	MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION	14
17.	ACCEPTANCE PERIOD	14
18.	RESPONSIVENESS	14
19.	MOST FAVORABLE TERMS	14
20.	CONTRACT AND GENERAL TERMS & CONDITIONS	15
21.	COSTS TO PROPOSE	15
22.	NO OBLIGATION TO CONTRACT	15
23.	REJECTION OF PROPOSALS	15
24.	COMMITMENT OF FUNDS	15
25.	PERFORMANCE BASED CONTRACTS AND PENALTY CLAUSE	15
26.	STATEWIDE VENDOR PAYMENT REGISTRATION	16
27.	INSURANCE COVERAGE	16
<b>Section C.</b>	<b>PROPOSAL CONTENTS</b>	<b>17</b>
28.	LETTER OF SUBMITTAL (MANDATORY)	17

29.	TECHNICAL PROPOSAL (SCORED)	18
30.	MANAGEMENT PROPOSAL (SCORED)	19
31.	COST PROPOSAL (SCORE COMPUTED)	19
<b>Section D. EVALUATION AND CONTRACT AWARD</b>		<b>21</b>
32.	EVALUATION PROCEDURE	21
33.	EVALUATION WEIGHTING AND SCORING	21
34.	ORAL PRESENTATIONS WILL BE REQUIRED	21
35.	NOTIFICATION TO PROPOSERS	22
36.	DEBRIEFING OF UNSUCCESSFUL PROPOSERS	22
37.	PROTEST PROCEDURE	22
<b>Section E. RFP EXHIBITS</b>		<b>24</b>
	EXHIBIT A CONTRACT FOR PERSONAL SERVICES	25
	Exhibit B Contract for Personal Services GENERAL TERMS AND CONDITIONS	29
	Exhibit C Contractor Intake Form	37
<b>Section F. RFP ATTACHMENTS</b>		<b>40</b>
	Attachment A eCertification Project Charter	41
	Attachment B OSPI Development Environment	42
	Attachment C eCertification Requirements, Actors and Glossary	44
	Attachment D Current Certification Process Flowcharts	45
	Attachment E eCertification Payment process	48
	Attachment F eCertification Data Fields Spreadsheet	49
	Attachment G eCertification Applications, Endorsements, and Forms	49
	Attachment H Highly Qualified Teacher Existing Screens	50
	Attachment I Current Certification Application Source Code	54
	Attachment J Upload File Formats	54
<b>Section G. PROPOSAL TEMPLATES</b>		<b>55</b>
	READ THIS FIRST.	55
	Proposal Template A – Certification and Assurances.	55
	Proposal Template B - Checklist for Responsiveness	55
	Proposal Template C - Letter of Submittal	55
	Proposal Template D – Technical Proposal	55
	Proposal Template E Consultant Qualifications.	55
	Proposal Template F - Management Proposal.	55
	Proposal Template G - Cost Proposal.	55

## **Section A. INTRODUCTION**

### **1. DEFINITIONS**

Definitions for the purposes of this RFP include:

**Bid** – A formal offer submitted in response to this solicitation.

**Consultant** – Individual or company (firm, state agency, etc.) submitting a proposal in order to attain a contract with OSPI.

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

**COTS** – Commercial Off-The-Shelf - Ready-made merchandise that is available for sale.

**EDS** - Educational Data System - OSPI custom built single sign-on portal used for all district facing software applications.

**End Users** – Stakeholders who will use the system. This includes educators and school administrators located in the United States and internationally seeking certification as well as OSPI staff.

**HQT** – Highly Qualified Teacher as defined in the federal No Child Left Behind Act (NCLB) of 2001.

**Key Consultant Staff** – The principle staff that will provide supervision and direction and will assume lead roles on the project. This includes but is not limited to the Technical Lead, the Project Lead, Vendor Business Analyst, and the Technical Architect.

**MOTS** - Modifiable Off-The-Shelf - Packaged software that can be customized by the user.

**OSPI** – Office of Superintendent of Public Instruction is the agency for the State of Washington that is issuing this RFP.

**Proposal** – A formal offer submitted in response to this solicitation.

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

**Vendor** – Individual or company (firm, state agency, etc.) submitting a proposal in order to attain a contract with OSPI.

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

The Office of Superintendent of Public Instruction, hereinafter called "OSPI," is initiating this Request for Proposals (RFP) to solicit proposals from Consultants interested in participating on a project to update Washington State's current educator certification system.

There is growing interest in educator effectiveness and evaluation and data driven decision making to drive strategic investments in K-12 education. The current certification process collects only a limited amount of data, which is enough to process certifications, but not sufficient to answer more in-depth questions about educators' experience and education.

In July 2011, OSPI conducted a Request for Information (RFI) to assess available Commercial Off-The-Shelf (COTS) or Modifiable Off-The-Shelf (MOTS) solutions for certificate processing. The results of that RFI convinced OSPI that viable off-the-shelf solutions are available and could offer an accelerated delivery schedule.

The e-Certification project will replace the current manual system with an online certification application system that results in: 1) An easier online self-service process for educators to submit required documents and fees to obtain certification; 2) a reduction in the processing time for educator certificates; 3) a reduction in the number of emergency and temporary permits currently issued because of the processing backlog; 4) efficient collection and exchange of educator data both within and outside of OSPI which include but is not limited to professional development credits and transcript data that are not collected today; and 5) the connection of existing and new educator data with other databases for analysis.

A tangential project to this is the State Longitudinal Data Warehouse. This project takes data from 22 transactional systems that collect directory, student, staff, finance, and assessment data and blends them for analysis and reporting into the edFusion Data Warehouse and Reporting portal purchased from Choice Solutions. The e-Cert system is one of the source systems to the State Longitudinal Data system. OSPI has made the student / educator, staff/finance link in the data and is able to report on many educator effectiveness data points. It is intended that the new e-Cert system collect additional data to fulfill reporting expectations.

### **3. BACKGROUND**

Currently, Washington's educator certification system is based on an antiquated process. Paper applications are keyed into the central certification system by hand and documents sent in by educators are stored on microfiche.

The current OSPI certification system was rehosted off the VAX/Alpha mainframe in 2008. This effort provided only minor updates to a 30-year-old workflow as its intention was to move the functionality to a more stable platform. This system processes 40,000 actions per year.

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

Requirements are attached to this RFP and offer detail regarding OSPI's desired eCertification system. Below is a high level narrative of OSPI's key system preferences:

- A fully integrated system – all major parts of the system are seamless to all users of the system.
- A customizable system that allows OSPI broad latitude to design an intuitive user interface.
- An administrative function that allows OSPI to add new applications and certification types, fees, checklists of required steps, and workflows.
- OSPI's Highly Qualified Teacher (HQT) functionality (recently built and highly customized to cross-match with other data collections) is either integrated into the system or has all

functionality available in a COTS/MOTS solution. It is our strong desire to integrate the existing functionality into the new system.

### **Application process**

The application process for OSPI's current system is very confusing for applicants. Many of the requirements found in attachment C center around clear communication in steering an applicant to the correct application and forms. In some cases this involves pushing notifications (renewal reminder) and in other cases asking a series of clear questions to match the applicant to the correct application. Our current process does not accomplish this task well but the code has been included as attachment I to demonstrate the complexity that must be engineered.

Exceptional focus will be on this customer service area because it drives staffing levels, customer satisfaction, data quality and overall success of a truly automated process.

### **Administration**

The eCertification system should contain administrative functionality. An administrative user should have the ability to create new or modify existing applications, checklists, workflows, and fees.

### **Data migration**

Data migration from the old system to the new system is expected for all completed historical records and pending applications.

### **Readiness for imaging**

In a separate project, OSPI will be installing an imaging system to be used on Certification documents and the eCertification system will be the first unit to use this service. The eCertification system should have the capability to retrieve, view, annotate, and link to indexed images – workflow should be paperless.

### **Readiness for e-Transcripts**

OSPI requires transcript data to be collected for educators in the new eCertification system. Data fields are defined in attachment F. The eCertification system should have the capacity to collect educator transcript data in three ways: 1) a screen to key data from applicant, ESD, college/university, or OSPI staff; 2) a function to import data from an e-transcript PESC/XML data feed; and 3) a function to import data from imaged documents using OCR (optical character recognition) for key data fields. Options 2 and 3 are not ready yet but are planned. The eCertification system should have the capability to import transcript files from a broker or imaging system and have data fields ready to accept that information when OSPI is ready.

### **External Data files**

OSPI requires capability to upload data files such as educator test scores, background checks, salary and work history, and special certificates which are linked to a customer key or personnel ID for a complete customer profile. Linking can be straightforward via a common number (like SSN). Other linking may be completed by name/DOB matches. Data fields are defined in attachment F

The eCertification system should include functionality to import data files and match them to a customer record based on name, date of birth or SSN or a combination of elements in an automated fashion with a manual matching rate of less than 10% of imported records.

The eCertification system should include functionality to recognize new or changed data fields for efficient load times.

### **Educational Data System (EDS) Security**

OSPI uses a custom built single sign-on portal named EDS for all district facing applications. The eCertification application is both district facing and public facing. While all internally built web applications use standard web-server based security mechanisms, Security Token Service (STS) federated security capabilities are available as well. This is detailed in Attachment B.

### **Electronic Payments**

The current certification system accepts electronic ACH and bank cards payments using the Washington Office of State Treasurer approved systems located at <http://www.tre.wa.gov/cashManagement/index.shtml>. Attachment E describes OSPI's implementation of that payment system. The eCertification system should have the capability to use the state treasurer system to process electronic payments.

### **College/University ability to process in bulk**

College and University certification offices process certification actions on behalf of their students. These are usually processed in bulk. The eCertification system should have the capability to upload applications in bulk. The system should also have the capability to upload supporting information such as transcript data. A high level diagram is available in attachment D.

### **Highly Qualified Teacher application**

The eCertification system is intended to certify educators based on published state standards set by the Washington State Professional Educator Standards Board (PESB) <http://www.pesb.wa.gov/>. Secondly, the eCertification system calculates and tracks an educator's compliance as a Highly Qualified Teacher (HQT).

OSPI's HQT functionality was recently deployed; it is highly customized to cross-match with other data sources and OSPI is not aware of any other system that matches its current functionality. The eCertification system should integrate the current HQT functionality into the system or recreate that functionality in an equal or better proposed solution. Screens of the existing system are available in attachment H.

## **5. STATE'S ROLE**

OSPI shall provide Project Management oversight and will be available to the Apparently Successful Contractor as needed.

OSPI has the following resources assigned to the project:

- one project manager (full-time)
- one business analyst (full-time)
- one technical architect (part-time)
- a number of subject matter experts (available as necessary)
- a number of technical staff (available for review and consultation as needed)

As part of the work request, OSPI will provide:

- Overall project management.
- General project timelines.
- Oversight of technical compatibility.
- The hosting environment (if required).
- Business analyst services in performing user interviews, gathering business requirements, and developing use cases and system requirement specifications.

- Technical review and oversight for the enterprise architecture.
- Review and approval of test cases and test scripts performed by the Consultant.
- System and user acceptance testing.
- Guidance and oversight in training development.
- Timely response to questions, requests for clarification, and issue resolution.
- Approval for transfer of the knowledge plan.
- Approval for Contractor's communication plan.
- Physical work space, OSPI laptops, and connectivity at OSPI for Consultant staff identified to be on-site.

The Consultant will define any additional state resources and roles requirements in their response.

## **6. CONSULTANT QUALIFICATIONS**

As part of the work request, the Consultant will:

- Provide detailed project plans and schedules.
- Provide weekly project plan and schedule updates.
- Comply with OSPI project management methodology and processes.
- Provide expertise and assistance in all project phases and recommendations for best practices.
- Perform a business requirements analysis on all business and reporting requirements developed by OSPI to identify any additional information needed prior to development.
- Implement, modify and/or develop an electronic certification/licensing system.
- Provide test scripts and test plans for smoke testing, unit testing and integration testing for OSPI review and approval.
- Perform approved test plans.
- Provide test results from smoke testing, unit testing and integration testing for OSPI review.
- Resolve prioritized bugs which were identified during testing.
- Provide detailed documentation of all processes, structure and tools.
- Perform full training for OSPI staff.
- Develop training tools, materials and resources for end users.
- Present a formal knowledge transfer plan to OSPI staff.
- Execute the knowledge transfer plan.

**The Consultant will work with the OSPI Project Manager and be accountable to the Project Sponsor.**

## **VENDOR QUALIFICATIONS**

### **Minimum Qualifications**

- The Consultant must be licensed to do business in the State of Washington. (Provide a copy of your Washington State Business License.)
- The Consultant must have implemented a certification/licensing solution for a statewide educational agency or other statewide licensing agency.
- The Consultant must have implemented a Web-based ecommerce system that provides secure access via a public site.
- The Consultant must have an existing certification/licensing product or tool that is modifiable for use to meet the certification needs of Washington State.



- The Consultant has the legal right to transfer the proposed system and reports to Washington State.
- Key Consultant Staff (see Section A.1 Definitions) must have demonstrated experience working with state educational or licensing business staff implementing similar systems.
- Key staff and other Consultant staff must be available for on-site work and consultation as required.
- The Consultant must have proven ability to deliver projects on-time and on-budget.
- The Consultant must have demonstrated knowledge of project management and processes and solution delivery.

## **7. PERIOD OF PERFORMANCE**

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about December 19, 2011 and end on or about June 30, 2013 with initial product rollout to start in April 2012, preferably, before the peak certification processing season, or after September 2012, after the peak certification processing season. The option to extend any contract resulting from this procurement shall be at the sole discretion of OSPI.

As such, OSPI reserves the right to amend to extend the contract for 4 (four) additional contract years through 2017. Decision to amend shall be based on sustained satisfactory performance as decided by the Superintendent's designee, successful completion of project objectives, and availability of funding.

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

## **8. FUNDING**

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

OSPI has the start of an acceptable eCertification system. Pricing and availability have directed OSPI to a COTS/MOTS solution as the best model given our accelerated timeline. If the vendor is not able to exceed the timeline and cost of a developed solution, OSPI may opt to terminate this RFP in favor of a custom developed solution.

OSPI will need to carefully weigh the Consultant's cost estimate with its associated portfolio value. OSPI will require a list of Deliverables with separate costs for each Deliverable as part of the cost proposal for this RFP. The project budget is listed below to guide the Consultant in providing their most favorable and competitive cost estimate to perform the work.

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

### **Hold Back Fees**

The Contractor will receive progress payments for the stages of partial performance set forth in the final contract. A hold back fee of up to 30% for each Deliverable will be paid upon final Deliverables acceptance for the project.

### **Penalties**

OSPI reserves the right to include penalties during contract negotiations. Historically OSPI enforces penalties equal to the daily cost of contracted time and materials staff assigned to this project.

**Project Budget**

		Project cost	ongoing yearly
Contract Project Manager	1 PM for 10 months	\$ 183,600	
Contract Business Analyst	1 FTE BA for 10 months (also tester)	\$ 175,000	
COTS 1		\$ 1,005,000	\$ 161,875
COTS 2		\$ 535,000	\$ 143,000
COTS 3		\$ 705,000	\$ 95,000
eCertification budget		<b>\$ 1,363,600</b>	
Imaging*		\$ 300,000	\$ 139,000
Project Budget		\$ 1,663,600	
Contingency 5%		\$ 83,180	
total		<b>\$ 1,746,780</b>	

*\*Imaging is not included in this RFP or proposal – it is presented as informational only.*

**9. ADA**

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

## **Section B. GENERAL INFORMATION FOR CONSULTANTS**

### **10. RFP COORDINATOR**

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

<b>Name</b>	Brenda Merritt
<b>Physical Address</b>	600 Washington Street South
<b>Mailing Address</b>	PO Box 47200
<b>City, State, Zip Code</b>	Olympia WA 98504-7200
<b>Phone Number</b>	360.725.6319
<b>Fax Number</b>	360.725.6240
<b>E-Mail Address</b>	Brenda.Merritt@k12.wa.us

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

### **11. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES**

<b>Item</b>	<b>Action</b>	<b>Date</b>
1.	OSPI Issues RFP	Oct 12, 2011
2.	Question and Answer Period	Oct 13 – Nov 2, 2011
3.	Pre-Proposal Conference	Oct 20, 2011
4.	Last Date for Questions Regarding RFP	Nov 1, 2011 5:00 pm PDT
5.	Final Question and Answer Addendum or Amendment Posting will be posted on OSPI's website ( <a href="http://www.k12.wa.us/rfp/">http://www.k12.wa.us/rfp/</a> ) and WEBS.	Nov 2, 2011
6.	Proposals Due	Nov 7, 2011 at 5:00 pm PDT
7.	Evaluation of Written Proposals	Nov 8 – Nov 1, 2011
8.	Oral Interviews with Finalists (if determined necessary by OSPI)	Nov 21 – Nov 23
9.	Announce "Apparently Successful Contractor" and Send Notification to Unsuccessful Proposers	Nov 29, 2011
10.	Debriefing Conferences (if requested)	Nov 30 – Dec 2, 2011
11.	Contract Negotiation	Dec 1 – Dec 15, 2011
12.	Contract Start Date	Dec 19, 2011

OSPI reserves the right to revise the above schedule.

## 12. PRE-PROPOSAL CONFERENCE

A pre-proposal conference is scheduled to be held on October at 20 via go-to-meeting webinar. The detail of the pre-proposal conference is listed below. All prospective Consultants should attend; however, attendance is not mandatory. Written questions for that conference may be submitted in advance to the RFP Coordinator but must be received by 5:00pm PDT October 19. OSPI shall be bound only to written answers to questions. Any oral responses given at the pre-proposal conference shall be considered unofficial.

Questions arising at the pre-proposal conference will be answered verbally during the conference or if additional research is required will be documented and answered in written form. A copy of the questions and answers in the form of an Addendum to the RFP will be sent to each prospective Consultant, who received the RFP or made the RFP Coordinator aware of its interest in this procurement.

Within five business days of the pre-proposal conference, a copy of the questions and answers from the pre-proposal conference (whether answered verbally or in writing) will be placed on the OSPI website and released on WEBS.

# eCertification System Bidder's Conference

Join us for a Webinar on October 20

**REGISTER NOW**

Reserve your Webinar seat now at:

<https://www1.gotomeeting.com/register/171218760>

Presentations and Q&A opportunity for the new eCertification System Bidders.

Title: *eCertification System Bidder's Conference*

Date: **Thursday, October 20, 2011**

Time: **9:00 AM - 11:00 AM PDT**

After registering you will receive a confirmation email containing information about joining the Webinar.

System Requirements

**PC-based attendees**

**Required: Windows® 7, Vista, XP or 2003 Server**

**Macintosh®-based attendees**

**Required: Mac OS® X 10.5 or newer**

### **13. SUBMISSION OF PROPOSALS**

Proposals must be submitted via email only. Proposals may not be transmitted via facsimile.

Consultants shall submit proposals as an attachment to an email to the RFP Coordinator listed above in Section B.10. Proposals must arrive by 5:00pm on proposal date listed in section B.11. Attachments to the email shall be in Microsoft Word format or in Portable Document Format (PDF). Zipped files may be received by OSPI and can be used for submission of proposals. Consultants submitting proposals via email shall also send hard copies of the cover submittal letter and the certifications and assurances form with original signatures to the RFP Coordinator within one week after the proposal due date. OSPI does not assume responsibility for any problems with the electronic delivery of Applicant materials; test submission may be sent to ensure file size are accepted through all points in transit.

Those applications not received by the deadline will not be reviewed. Late proposals will not be accepted and will be automatically disqualified from further consideration. Proposals must respond to the procurement requirements. Do not respond by referring to material presented elsewhere. The proposal must be complete and must stand on its own merits.

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

### **14. PROPRIETARY INFORMATION/PUBLIC DISCLOSURE**

Proposals submitted in response to this competitive procurement shall become the property of OSPI.

All proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed by the Assistant Superintendent/designee and the apparently successful Contractor; thereafter, the proposals shall be deemed public records as defined in RCW 42.56.

Any information in the proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56 must be clearly designated. The page and the particular exception from disclosure upon which the Consultant is making the claim must be identified. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page.

OSPI will consider a Consultant's request for exemption from disclosure; however, OSPI will make a decision predicated upon RCW 42.56. Marking the entire proposal exempt from disclosure will not be honored. The Consultant must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected proposer has been given an opportunity to seek a court injunction against the requested disclosure.

A charge will be made for copying and shipping, as outlined in RCW 42.56. No fee shall be charged for inspection of contract files, but twenty-four (24) hours' notice to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

## **15. ADDENDUMS AND AMENDMENTS TO THE RFP**

In the event it becomes necessary to revise any part of this RFP, addenda will be published on the OSPI website, at <http://www.k12.wa.us/RFP/>. For this purpose, the published Consultant questions and answers from the pre-proposal conference, the published consultant questions and agency answers, and any other pertinent information shall be considered an addendum to the RFP and also placed on the agency website. Additionally, all addenda referred to above will be released on WEBS <http://www.ga.wa.gov/webs/> for all Consultants who are registered. It will be the responsibility of interested Consultants to check the website periodically for RFP addenda and updates.

## **16. MINORITY & WOMEN-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 solicitation or on a subcontractor basis. 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.

## **17. ACCEPTANCE PERIOD**

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

## **18. RESPONSIVENESS**

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The Consultant is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

OSPI also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

## **19. MOST FAVORABLE TERMS**

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

The Consultant 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 Consultant's proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to OSPI.

## **20. CONTRACT AND GENERAL TERMS & CONDITIONS**

The apparently successful Contractor will be expected to enter into a contract which is substantially the same as the sample contract and its general terms and conditions attached as Exhibit B and Exhibit C, respectively. In no event is a Consultant to submit its own standard contract terms and conditions in response to this solicitation. The Consultant may submit exceptions as allowed in the Certifications and Assurances section, Exhibit A, to this solicitation. OSPI will review requested exceptions and accept or reject the same at its sole discretion.

## **21. COSTS TO PROPOSE**

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

## **22. NO OBLIGATION TO CONTRACT**

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

## **23. REJECTION OF PROPOSALS**

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

## **24. COMMITMENT OF FUNDS**

The Contracts Administrator or Director of Financial Resources are the only individuals who may legally commit OSPI to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

## **25. PERFORMANCE BASED CONTRACTS AND PENALTY CLAUSE**

It is OSPI's intent to make this RFP Deliverable based. The list of Deliverables will include separate costs for each work package. Statement of work, schedule, only changed by written agreement between Vendor and Contract Manager.

### **Hold Back Fees**

The Contractor will receive progress payments for the stages of partial performance set forth in the final contract. A hold back fee of up to 30% for each Deliverable will be paid upon Final Deliverables acceptance for the project.

### **Penalties**

OSPI reserves the right to include penalties during contract negotiations. Historically OSPI enforces penalties equal to the daily cost of contracted time and materials staff assigned to this project.

## **26. 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 you, as a vendor, to receive payments from all participating state agencies by direct deposit, the State's preferred method of payment. Effective April 30, 2011, all OSPI Contractors will be required to register as a Statewide Vendor. Participation in direct deposit is optional. Please go to <http://www.ofm.wa.gov/isd/vendors.asp> for online registration.

## **27. INSURANCE COVERAGE**

The Apparently Successful Bidder must comply with the insurance requirements identified in the Sample Contract General Terms and Conditions, Exhibit B.

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



## **Section C. PROPOSAL CONTENTS**

Proposals must be submitted on eight and one-half by eleven (8 ½ x 11) inch paper size with tabs separating the major sections of the proposal. The Letter of Submittal, excluding the signed Certifications and Assurances shall be a maximum of one (1) page. The major sections of the proposal are to be submitted in the order noted below:

1. READ THIS FIRST. This document provides Consultants with some helpful reminders regarding the RFP process.
2. Proposal Template A – Certification and Assurances. This document attests to the completeness and accuracy of the information in the RFP. It must be signed and returned.
3. Proposal Template B – Checklist for Responsiveness
4. Proposal Template C – Letter of Submittal
5. Proposal Template D – Technical Proposal This template is to be used to comply with RFP Section C.29.
6. Proposal Template E Consultant Qualifications. This template is to be used to comply with RFP Section C.30 and A.6.
7. Proposal Template F – Management Proposal. This template is to be used to comply with RFP Section C.30
8. Proposal Template G – Cost Proposal. This template is to be used to comply with RFP Section C.31.

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.

Items in this section marked “mandatory” must be included as part of the proposal for the proposal to be considered responsive; however, these items are not scored. Items marked “scored” are those that are awarded points as part of the evaluation conducted by the evaluation team.

### **28. LETTER OF SUBMITTAL (MANDATORY)**

The Letter of Submittal, the attached Certifications and Assurances form (Exhibit A to this RFP), and attached Contractor Intake Form (Exhibit C to this RFP) 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, the Letter of Submittal is to include by attachment the following information about the Consultant and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, fax number and email address of legal entity or individual with whom contract would be written;
2. The name of the contact person for this RFP;
3. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.);

4. Legal status of the Consultant (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists;
5. Location of the facility from which the Consultant would operate; and
6. A detailed list of all materials and enclosures included in the Proposal;

## 29. TECHNICAL PROPOSAL (SCORED)

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

- A. Project Approach/Methodology** – Include a complete description of the Consultant’s proposed approach and methodology for the project. This section should convey Consultant’s understanding of the proposed project. This section should not exceed 6 single sided pages
- B. Work Plan** – Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the Technical Proposal must contain sufficient detail to convey to members of the evaluation team the Consultant’s knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of OSPI staff. The Consultant may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation. This section should not exceed 10 single sided pages
- C. Alignment with Systems and Data Requirements**– indicate proposal alignment with the system alignments in Attachment C, and data requirements in attachments F and G. Columns are provided for Vendor responses.
- D. Project Schedule** – Include a detailed project schedule indicating when the elements of the work will be completed and when deliverables, if any, will be provided. The schedule should be detailed to the work package level enough to show OSPI the expected week to week work.
- E. Deliverables** – Fully describe deliverables to be submitted under the proposed contract.
- F. Outcomes and Performance Measurement** – Describe the impacts/outcomes the consultants propose 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.

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

- G. Risks** Define risks you identify as being significant to the success of the project. These should include project risks gleaned from this RFP and risks that have been tracked in similar vendor projects. Include how you would propose to effectively monitor and manage these risks, past responses and mitigation and their effectiveness and reporting of risks to the agency’s contract manager.

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

### **30. MANAGEMENT PROPOSAL (SCORED)**

#### **A. Project Management (SCORED)**

1. **Project Team Structure/Internal Controls** – Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of your firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management. Include who within the firm will have prime responsibility and final authority for the work.
2. **Staff Qualifications/Experience** – Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide resumes for the named staff (limit of 3 pages), which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Consultant must commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of OSPI.

#### **B. Experience of the Consultant (SCORED)**

1. Indicate other relevant experience that indicates the qualifications of the Consultant, and any subcontractors, for the performance of the potential contract.
2. Include a list of contracts the Consultant has had during the last five years that relate to the Consultant's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses.

#### **C. References (SCORED)**

List names, addresses, telephone numbers, and fax numbers/email addresses of three business references for which work has been accomplished and briefly describe the type of service provided. The Consultant must grant permission to OSPI to contact the references. Do not include current OSPI staff as references. References may be contacted for the top-scoring proposal(s) only.

#### **D. Contractor Intake Form (MANDATORY)**

Consultants must submit a completed Contractor Intake Form, Exhibit C. Please sign and include any attachments that are necessary.

### **31. COST PROPOSAL (SCORE COMPUTED)**

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.

**Identification of Costs (SCORED)** – Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. The Consultant is to submit a fully detailed budget including staff costs, administrative costs, travel costs, and any other expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Consultants are required to collect and pay Washington State sales tax, if applicable.

OSPI will assume, unless otherwise noted, that all requirements listed in this RFP, including modifications will be included in the baseline pricing. Consultants should indicate in their cost proposal how many hours are included for modifications and how many hours are included for new reports (to be determined through business requirements analysis). During the contract negotiation phase of the RFP, the Consultant and OSPI will agree on which reports will be transferred, and which reports will require modification.

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

**10-year cost of ownership.** This solution assumes a 10-year lifecycle – using the attached spreadsheet complete an estimated 10-year cost of ownership including any licensing, 3<sup>rd</sup> party software, hosting, and software maintenance

### **Computation**

The score for the cost proposal will be computed by dividing the lowest cost bid received by the Consultant’s total cost. Then the resultant number will be multiplied by the maximum possible points for the cost section

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. Use the template in Proposal Template G to provide your response

## **Section D. EVALUATION AND CONTRACT AWARD**

### **32. EVALUATION PROCEDURE**

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

OSPI, at its sole discretion, may elect to select the top-scoring firms as finalists for an oral presentation.

### **33. EVALUATION WEIGHTING AND SCORING**

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

<b>Technical Proposal – 50%</b>		<b>50 points</b>
Project Approach/Methodology	10 points (maximum)	
Quality of Work Plan	20 points (maximum)	
Project Schedule	10 points (maximum)	
Project Deliverables	10 points (maximum)	
<b>Management Proposal – 30%</b>		<b>30 points</b>
Project Team Structure/Internal Controls	5 points (maximum)	
Staff Qualifications/Experience	15 points (maximum)	
Experience of the Consultant	10 points (maximum)	
<b>Cost Proposal – 20%</b>		<b>20 points</b>
<b>Subtotal</b>		<b>100 points</b>
Oral Presentation [may be required for top-scoring proposer(s) only]		25 points
References [may be required for top-scoring proposer(s) only]		25 points
<b>GRAND TOTAL FOR PROPOSAL</b>		<b>150 points</b>

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

### **34. ORAL PRESENTATIONS WILL BE REQUIRED**

OSPI has elected to require the top scoring finalists from the written technical, management, and cost proposal evaluation to participate in an oral presentation to assist in final determination of contract award. OSPI will contact the top-scoring firm(s) to schedule a date, time and location. Commitments

made by the Consultant at the oral interview, if any, will be considered binding. The score from the oral presentation will be considered in determining the final apparently successful proposer.

Consultants are expected to be available, in person, for oral presentation in accordance with Section B.11 Estimated Schedule of Procurement Activities. The oral presentation will require a demonstration of the transfer product represented in the Consultant's proposal.

### **35. NOTIFICATION TO PROPOSERS**

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

### **36. DEBRIEFING OF UNSUCCESSFUL PROPOSERS**

Upon request, an individual debriefing conference will be scheduled with an unsuccessful Proposer. The request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the Notification of Unsuccessful Consultant letter or e-mail is sent to the Consultant. The debriefing must be held within three (3) business days of the request, unless otherwise agreed upon by the RFP Coordinator and Proposer.

Discussion will be limited to a critique of the requesting Consultant'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 1 hour.

### **37. PROTEST PROCEDURE**

This protest procedure is available to Consultants who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completion of the debriefing conference, the Consultant is allowed three (3) business days to file a protest of the acquisition with the RFP Coordinator. Protests may be submitted by fax or email, but should be followed by a hard copy document.

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 Consultants under this procurement.

All protests must be in writing and signed by the protesting party or an authorized Agent. The protest must state 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. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the RFP Coordinator.

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

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

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

Upon receipt of a protest, a protest review will be held by OSPI. The OSPI Contracts Administrator or an employee delegated by the Contracts Administrator who was not involved in the procurement will consider the record and all available facts and issue a decision within five business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

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

The final determination of the protest shall:

- Find the protest lacking in merit and uphold OSPI's action; or
- Find only technical or harmless errors in OSPI's acquisition 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 solicitation 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 apparently successful Contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

**Section E. RFP EXHIBITS**

- Exhibit A    Sample Contract**
- Exhibit B    General Terms and Conditions (GT&Cs)**
- Exhibit C    Contractor Intake Form**



**EXHIBIT A  
CONTRACT FOR PERSONAL SERVICES**

**Contract No. \_\_\_\_\_**

**between**

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

**and**

**[CONTRACTOR NAME]  
(hereinafter referred to as Contractor)  
[Contractor Address]**

**Federal Identification # -  
and  
Unified Business Identifier # - -**

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

**I. DUTIES OF THE CONTRACTOR**

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

[Include a brief description of the agreed upon services.]

B. In order to accomplish the general objective(s) of this contract, Contractor shall perform the following specific duties to the satisfaction of the Superintendent's designee, [name of designee]:

[Describe the work to be performed by Contractor in detail, including a breakdown of the quantifiable steps or components of what the Contractor is to do.]

As included in the Superintendent's Request for Proposals No. [RFP#] attached as Exhibit B, and the Contractor's proposal dated [date], attached as Exhibit C, and any subsequent amendments as identified in Section [section number]: Incorporation of Attachments and Order of Precedence.

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

[List deliverables]

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

## **II. CONDITIONS OF COMMENCEMENT OF PERFORMANCE**

### **III. AND**

## **IV. SCHEDULE OF PERFORMANCE**

Contractor shall not commence performance, or be entitled to compensation or reimbursement for any services rendered, prior to the occurrence of each of the following conditions: (1) This contract must be executed by a representative of the Contractor and the Superintendent; (2) This contract must be filed with, and approved by, the Office of Financial Management, if and to the extent required by state personal service contract laws; and, (3) Superintendent's designee must confirm the occurrence of conditions number one and two and notify the Contractor to commence performance.

The schedule of performance of Contractor's duties is as follows subject, however, to the three prior conditions to commencement of performance set forth immediately above:

The period of performance under this contract will be from [start date] or date of execution, whichever is later, through [end date].

## **V. DUTIES OF THE SUPERINTENDENT**

- A. In consideration of Contractor's satisfactory performance of the duties set forth herein, Superintendent shall compensate Contractor at a rate not to exceed a total of [write out full dollar amount] dollars (\$ ). 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.

In addition, Contractor shall be entitled to reimbursement in accordance with the terms set forth in Section III.C. below.

Funds for the payment of this contract are provided by federal program(s) [program title], Catalog of Federal Domestic Assistance #(s) [CFDA#].

- 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

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

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

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

1. 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 [write out full dollar amount] dollars (\$ ). Contractor's "official duty station" (i.e., the origin of reimbursable travel and/or per diem) shall be [official duty station].

*and/or*

2. Expenses incurred for the following specified purposes not to exceed a total of [write out full dollar amount] dollars (\$ ). Contractor must submit receipts or other documentation.

### **VI. RENEWAL (optional clause)**

Superintendent has the right to renew this contract in whole or in part for the year(s) [renewal year(s)] by giving notice on or before [date] to the Contractor. If Superintendent provides such notice to the Contractor, the Contractor shall be obligated to enter into a contract with the same fiscal obligations as the previous contract year, provided that Superintendent and Contractor shall negotiate any revision of additional services or goals beyond those encompassed in the previous contract.

### **VII. CONTRACT MANAGEMENT**

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

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

### **VIII. 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 Personal Services, General Terms and Conditions
- Attachment B – Request for Proposals No. [RFP#] 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.*

## IX. 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 Name]

Superintendent of Public Instruction  
State of Washington

---

Signature

Title

---

Sheryl Turner, Contracts Administrator

---

Print Name

Date

---

Date

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

Approved as to FORM ONLY  
by the Assistant Attorney General

Non-profit organization?  yes\*  no  
\*If yes, under what IRS section? Please attach a copy.

---

**Exhibit B**  
**Contract for Personal Services**  
**GENERAL TERMS AND CONDITIONS**

1. **Access to Data.** In compliance with Chapter 39.29 RCW, the Contractor shall provide access to data generated under this contract to the Superintendent, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.
2. **Alterations and Amendments.** This 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 Superintendent.
5. **Assurances.** The Superintendent and the Contractor agree that all activity pursuant to this Contract will be in accordance with all applicable current federal, state and local laws, rules and regulations.
6. **Attorney's Fees.** In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.
7. **Budget Revisions.** Any monetary amount budgeted by the terms of this contract for various activities and line item objects of expenditure may be revised without prior written approval of Superintendent, so long as the revision is no more than ten percent (10%) of the original line item amount and the increase in an amount is offset by a decrease in one or more other amounts equal to or greater than the increase. All other budget revisions exceeding ten percent (10%) shall only be made with the prior written approval of the Superintendent.
8. **Certification Regarding Debarment, Suspension, and Ineligibility.** If federal funds are the basis for this contract, 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 \$25,000. Contractor may do so by obtaining a certification statement from the potential subcontractor or subrecipient or by checking the "List of Parties Excluded from Federal Procurement and Non-Procurement Programs" provided on-line by the General Services Administration.
9. **Change in Status.** In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Contractor, Contractor agrees to notify the Superintendent of the change. Contractor shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.

10. **Confidentiality.** The Contractor acknowledges that all of the data, material and information which originates from this contract, and the student assessment data, material and information which will come into its possession in connection with performance under this contract, consists of confidential data owned by the Superintendent or confidential personally identifiable data subject to the federal Family Educational Rights and Privacy Act or other privacy laws, and that disclosure to or use by third parties would be damaging. 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.

11. **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 shall be owned by the Superintendent. The Superintendent shall be considered the author of such Materials. If Materials are not considered "works for hire", Contractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the Agency 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. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract Contractor hereby grants to the Agency a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the Agency.

The Contractor shall exert all reasonable effort to advise the Agency, 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 Agency 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 Agency shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

12. **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 Agency 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.

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

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

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

15. **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.

16. **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.

17. **Governing Law.** 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.

18. **Indemnification.** To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the Superintendent and all officials, agents, and employees of the Superintendent, from and against all claims for injuries or death arising out of or resulting from the performance of this contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Additionally, "claims" shall include but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or in unlawful restraint of competition. Contractor's obligation to indemnify, defend and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the Superintendent for any claim out of or incident to Contractor's or subcontractor's performance or failure to perform the contract. Contractor's obligation to indemnify, defend, or hold harmless the Superintendent shall not be eliminated or reduced by any actual or alleged concurrent negligence by Superintendent or its agents, employees, or officials.

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

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

## 20. Insurance.

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

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

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

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

b. **Proof of Insurance.** Certificates and or evidence satisfactory to the Superintendent confirming the existence, terms and conditions of all insurance required above shall be delivered to the Superintendent within five (5) days of the Contractor's receipt of Authorization to Proceed.

c. **General Insurance Requirements.** Contractor shall, at all times during the term of the contract and at its cost and expense, buy and maintain insurance of the types and amounts listed above. Failure to buy and maintain the required insurance may result in the termination of the contract at the Superintendent's option. By requiring insurance herein, Superintendent does not represent that coverage and limits will be adequate to protect Contractor and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the Superintendent in this contract.



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

**21. 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.

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

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

**24. 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.

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

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

**26. Public Disclosure.** Contractor acknowledges that the Agency is subject to Chapter 42.17 RCW, the Public Disclosure Act and that this contract shall be a public record as defined in RCW 42.17.250 through 42.17.340. 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 42-17 RCW, the Agency shall maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view the Contractor's information, the Agency will notify the Contractor of the request and the date that such records will be released to the requester unless Contractor obtains a court order enjoining that disclosure. If

the Contractor fails to obtain the court order enjoining disclosure, the Agency will release the requested information on the date specified.

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

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

29. **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.

30. **Right of Inspection.** The Contractor shall provide right of access to its facilities to the Superintendent or any of its officers at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract on behalf of the Superintendent. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Contractor's business or work hereunder.

31. **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.

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

33. **Subcontracting.** Neither the Contractor nor any subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the Superintendent. In no event shall the existence of the subcontract operate to release or reduce liability of the Contractor to the Superintendent for any breach in the performance of the Contractor's duties. This clause does not include contracts of employment between the Contractor and personnel assigned to work under this contract.

34. **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.

35. **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.

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

**37. Termination Due to Funding Limitations.** 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, the Superintendent may, without advance notice and without liability for damages, terminate the contract under the "Termination for Convenience" clause. The Superintendent and Contractor may, however, renegotiate this contract under any such new funding limitations and conditions.

**38. Termination Procedure.** Upon termination of this contract the Superintendent, in addition to other rights provided in this contract, may require the Contractor to deliver to the Superintendent any property specifically produced or acquired for the performance of such part of this 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 the Superintendent and the amount agreed upon by the Contractor and the Superintendent for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by the Superintendent, and (d) the protection and preservation of the property, unless the termination is for default, in which case the Superintendent shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause for this contract. The Superintendent may withhold from any amounts due to the Contractor such sum as the Superintendent determines to be necessary to protect the Superintendent against potential loss or liability.

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

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

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

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

Any property of the Superintendent furnished to the Contractor shall, unless otherwise provided herein, or approved by the Superintendent, be used only for the performance of the contract. The Contractor shall be responsible for any loss or damage to property of the Superintendent which results from the negligence of the Contractor which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices. If any property is lost, destroyed, or damaged, the Contractor shall notify the Superintendent and take all reasonable steps to protect the property from further damage.

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

**Exhibit C**  
**Contractor Intake Form**



## CONTRACTOR/GOVERNMENTAL ENTITY INTAKE FORM

**All potential Office of Superintendent of Public Instruction Contractors or Governmental Entities must sign and submit this form before an OSPI contract or Agreement is offered.**

<b>1. CONTRACTOR NAME (AS LEGALLY REGISTERED WITH THE IRS):</b>		<b>CONTRACTOR DBA (DOING BUSINESS AS) NAME:</b>	
<b>2. CONTRACTOR ADDRESS &amp; CONTACT INFORMATION:</b>			
<b>ADDRESS (NUMBER, STREET, AND APT OR SUITE)</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>
<b>BUSINESS PHONE NUMBER</b>	<b>BUSINESS FAX NUMBER</b>		
<b>CONTRACT MANAGER NAME</b>	<b>CONTRACT MANAGER EMAIL ADDRESS</b>		
<b>CONTRACT MANAGER PHONE NUMBER</b>	<b>CONTRACT MANAGER FAX</b>		
<b>3. CONTRACTOR LICENSE (Not applicable to ESDs, School Districts, and State Agencies):</b>			
Do you have a current Washington State business license? <input type="checkbox"/> Yes <input type="checkbox"/> No <b>If yes, please attach.</b>			
Have you had any contract to provide services terminated for default? <input type="checkbox"/> Yes <input type="checkbox"/> No	If you do not have a Washington State business license, explain why you are exempt from registering your business with the State of Washington.		
<b>If yes, please attach a list of each terminated contract with an explanation of the situation involved.</b>	To file for a Master Business Application, visit <a href="http://www.dor.wa.gov">www.dor.wa.gov</a> .		
<b>4. BUSINESS INFORMATION:</b>			
<b>How is your business organized?</b> Please select	If filing as Corporation, non-profit, please attach a copy of 501© status.		
<b>TAXPAYER IDENTIFICATION NUMBER (TIN)</b>  SSN:    -   -                      EIN:    -   -	For individuals, this is your Social Security Number (SSN). For other entities (corporations, school districts, etc.) this is your Employer Identification Number (EIN).		
<b>STATEWIDE VENDOR NUMBER</b>  -	Individuals awarded contracts with OSPI are <b>required</b> to register as a Statewide Vendor. Visit <a href="http://www.ofm.wa.gov">www.ofm.wa.gov</a> to <a href="#">register as a Statewide Vendor</a> .		
<b>5. WASHINGTON STATE EMPLOYMENT (Not applicable to ESDs, School Districts, and State Agencies):</b>			
Are you, or any of your business partners, directors, officers, managers, employees, or board members current or former (within the last 24 months) officers or employees of the State of Washington? <input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>If you answered yes or are unsure, you must contact the Executive Ethics Board for guidance. You can contact the <a href="#">Executive Ethics Board</a> at 360-664-0871 or by email at <a href="mailto:ethics@atg.wa.gov">ethics@atg.wa.gov</a>. Submit a copy of the Executive Ethics Board decision to your OSPI Contract Manager.</b>			
<b>6. I certify, under penalty of perjury as provided by the laws of the State of Washington, that all of the foregoing statements are true and correct, and that I will notify OSPI of any changes in any statement.</b>			
<b>CONTRACTOR SIGNATURE</b>		<b>DATE</b>	
<b>PRINTED NAME</b>		<b>TITLE</b>	



## **Section F. RFP ATTACHMENTS;**

---

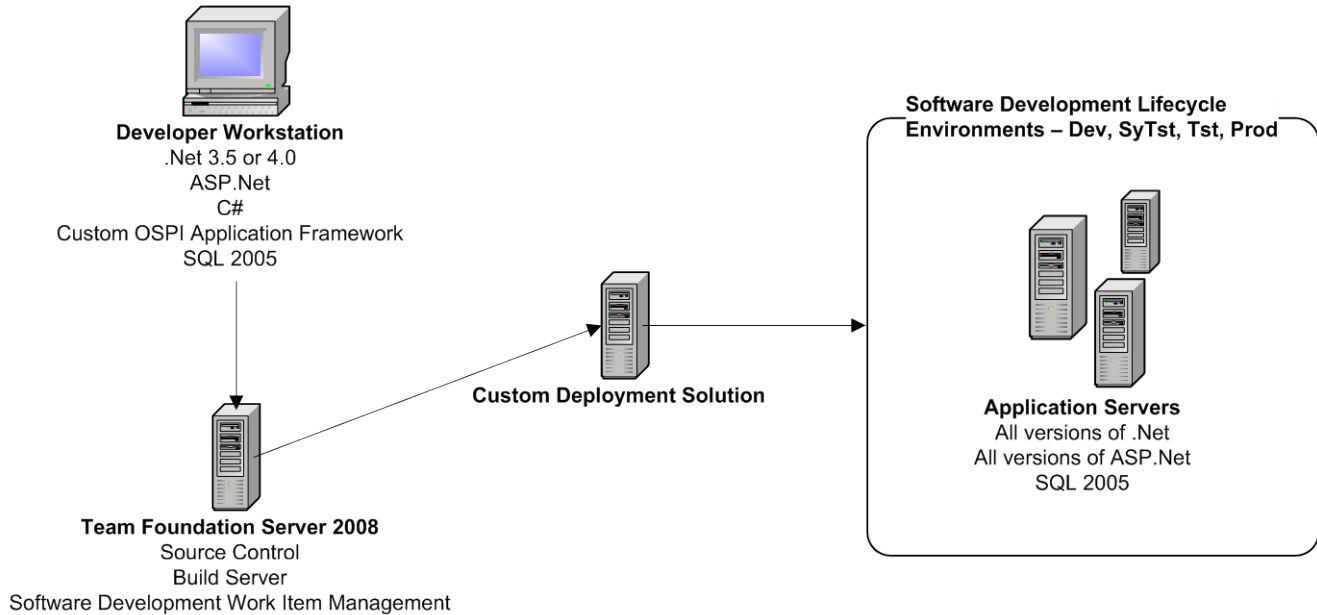
Attachment A	eCertification Project Charter
Attachment B	OSPI Development Environment
Attachment C	eCertification Requirements, Actors and Glossary
Attachment D	Current Certification Process Flowcharts
Attachment E	eCertification Payment process
Attachment F	eCertification Data Fields Spreadsheet
Attachment G	eCertification Applications, Endorsements, and Forms
Attachment H	Highly Qualified Teacher Existing Screens
Attachment I	Current Certification Application Source Code
Attachment J	Upload File Formats



**Attachment A**  
**eCertification Project Charter**

Included as a separate document.

## Attachment B OSPI Development Environment



### Custom OSPI Application Framework

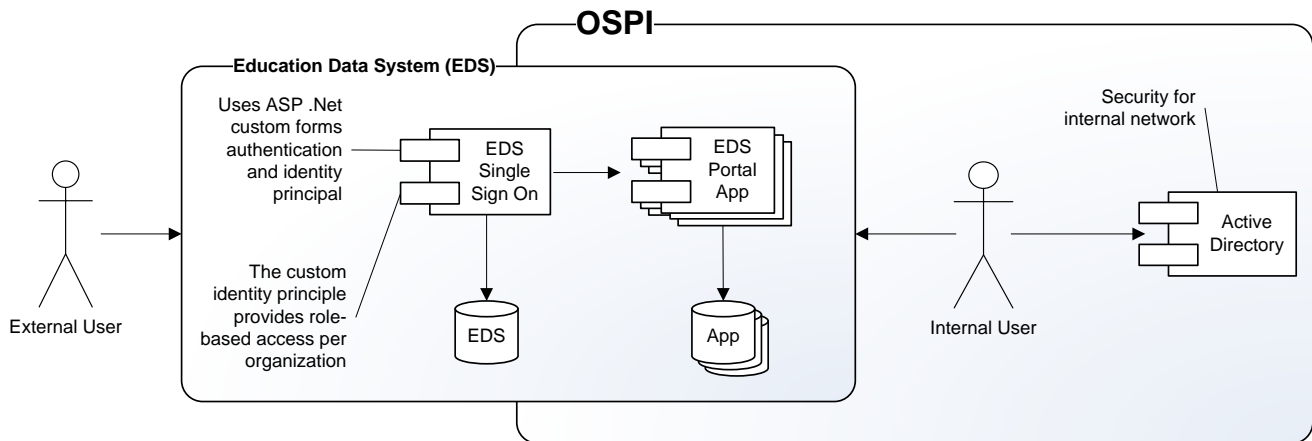
The Office of the Superintendent of Public Instruction (OSPI) established a set of standards which govern web application development within the agency. These standards provide for access control, a common look and feel and ensure applications behave in a similar manner in regard to authentication, configuration, navigation and several other key aspects. Agency web applications must be designed to comply with these standards.

To assist in the development process the agency created an application framework, currently at version 4.0, which is employed as the foundation for applications within the agency. The framework encapsulates security, configuration, user interface, data access and other core functionality required by most applications; it provides a toolkit that facilitates the development process and promotes adherence to agency standards.

### Education Data System (EDS) Portal

The EDS Portal is a collection of application files (web pages, controls, script files, images, etc.) and XML configuration files that provide access control and allow for a common look and feel across all web applications. The EDS Portal is the entry point for web applications. While the portal is not part of the application framework per se, it does make use of the framework class libraries. These components are installed in the web root of a server (or workstation) and are intended to be shared by all applications hosted on the server. They provide user interface, navigation, login, logout, account management, application and organization selection and exception handling functionality.

## OSPI Security



The OSPI security system for the Education Data System (EDS) portal is a role-based authentication and access control system. It was developed in-house and provides to Washington State's school districts decentralized management to the access control system in EDS.

In the future, OSPI will work with other Washington state education system partners to determine if a federated single sign-on solution based on the Security Assertion Markup Language (SAML) standards is viable. The vision is that educators, administrators, staff, parents and students would have the ability to use one set of authorizing credentials to access multiple on-line education systems. Federation implies that outside of the formal agreement, each partner independently controls its internal systems.

Since the different domains in education are controlled by different entities – in this case OSPI and its various stakeholders' systems– formal agreements on authentication methods and protocols will be explored. Additionally, because networks linking the domains, typically the Internet, are not assumed to be secure, measures will be used to validate and protect credentials and the authentication process.

### Infrastructure of OSPI

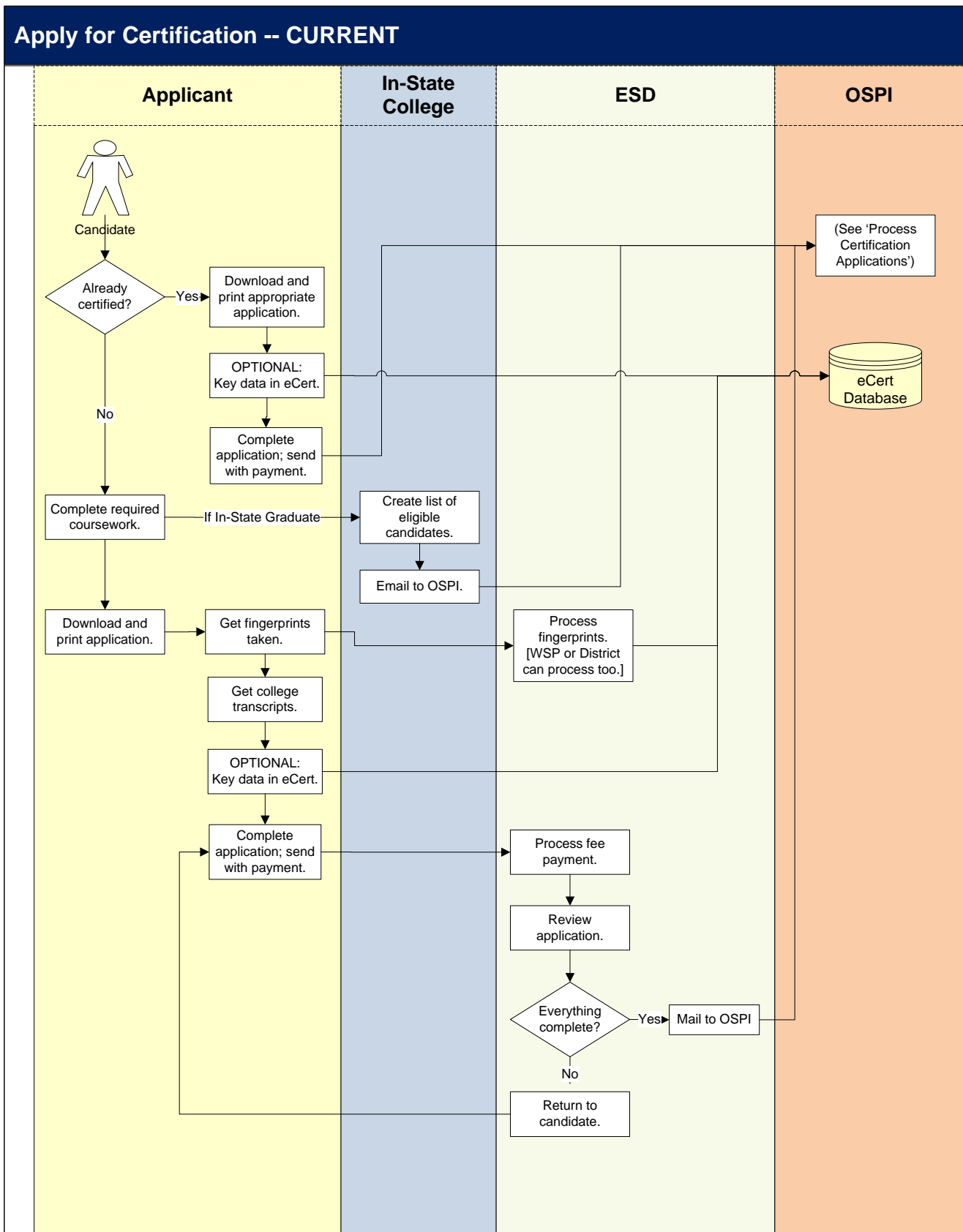
OSPI is currently supported by a local hardware infrastructure architected around physical servers, virtual servers and storage area networks.

- OSPI is a Microsoft shop running an Active Directory environment
- Microsoft Server Operating System
  - Server platform will be ESX Vsphere 4.x
  - Limited SAN space may be available at RAID 5, or smaller storage amounts at RAID 10
  - Server O/S can be Server 2003 R2 Datacenter, Server 2008 Datacenter, or Server 2008 R2 Datacenter. We can substitute Enterprise for Datacenter licensing. Because of our licensing, Virtual Server O/S instances will not incur additional expense
- Microsoft Workstation Operating System
  - Microsoft SQL 2005-2008. We do not own additional licenses, but can purchase them at academic pricing.
  - Microsoft Office Suite
  - Microsoft Team Foundation Server
  - Microsoft SharePoint
  - Microsoft Visual Studio

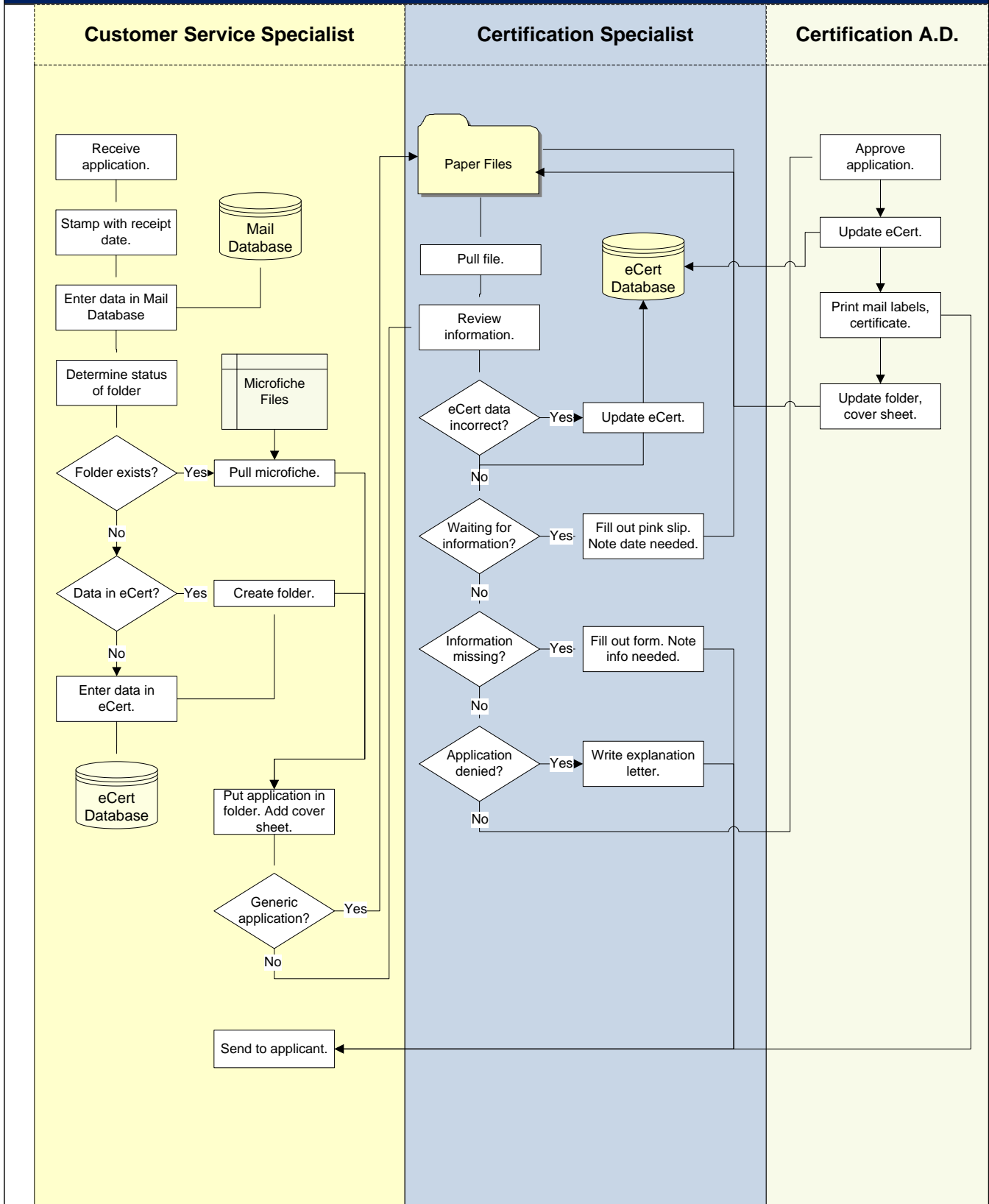
**Attachment C**  
**eCertification Requirements, Actors and Glossary**

Included as separate documents.

## Attachment D Current Certification Process Flowcharts

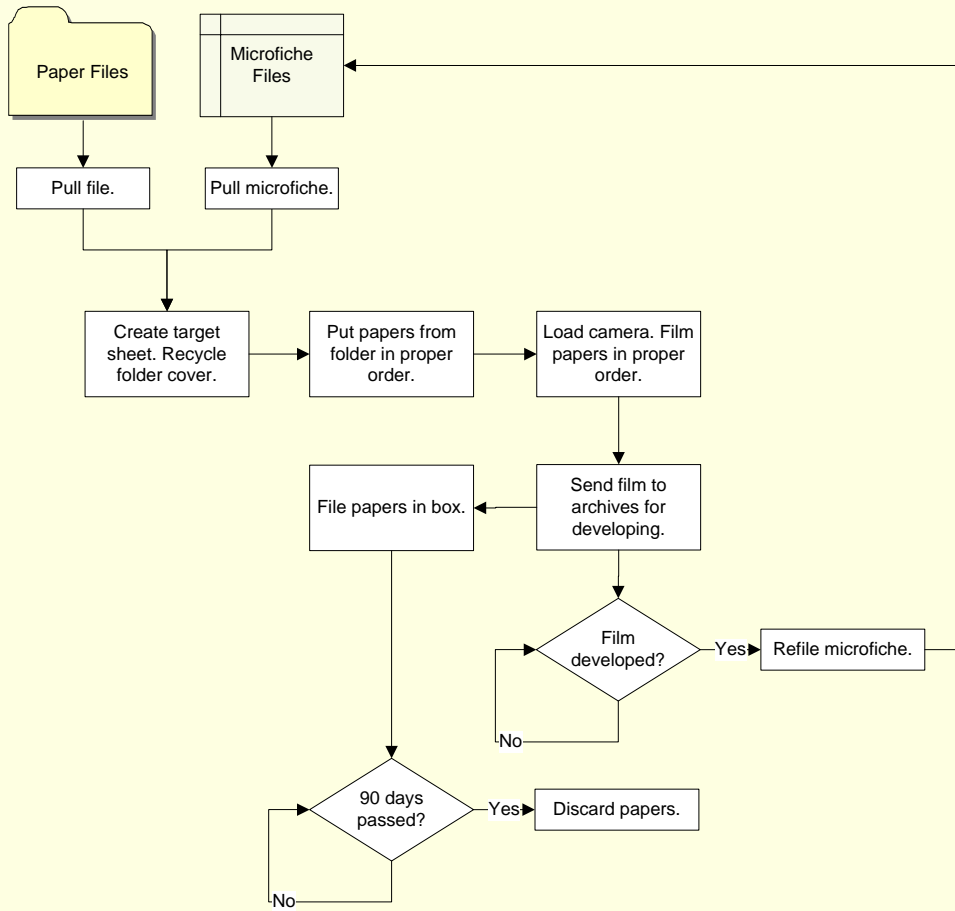


# Process Certification Applications -- CURRENT



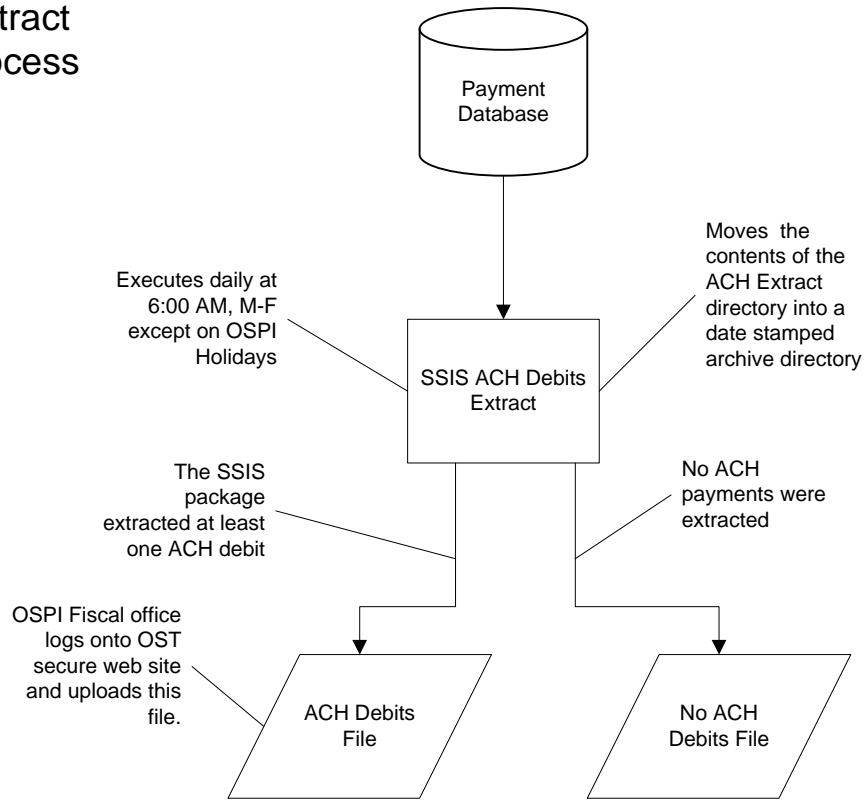
# Store Certification Records -- CURRENT

## Customer Service Specialist / Certification Specialist



## Attachment E eCertification Payment process

### eCert ACH Payments Extract Process





**Attachment F**  
**eCertification Data Fields Spreadsheet**

Included as a separate document.

**Attachment G**  
**eCertification Applications, Endorsements, and Forms**

Included as a separate document.

## Attachment H Highly Qualified Teacher Existing Screens

### HQT District Tab

**Personnel**

Search | Person | Applications | Test Scores | Fingerprints | Utilities | Upload | **HQT** | NBCT | Reports

Richland School District (03400) | Paraeducator | Reports | Upload

School Year **2010-2011**

School District: Richland School District (03400)  
Last updated: Name goes here 5/24/2011 8:24:16 AM

**Submit this School District**  
Submit

	Building	Grades	Teachers	Complete
Edit	Badger Mountain Elementary (4060)	K - 5	36	No
Edit	Carmichael Middle School (2721)	6 - 8	48	No
Edit	Chief Joseph Middle School (2785)	6 - 8	39	No
Edit	Enterprise Middle School (3926)	6 - 8	44	No
Edit	Hanford High School (3833)	9 - 12	119	No
Edit	Jason Lee Elementary School (2786)	PK - 5	31	No
Edit	Jefferson Elementary (2642)	PK - 5	28	No
Edit	Lewis & Clark Elementary School (2657)	PK - 5	41	No
Edit	Marcus Whitman Elementary (2656)	K - 5	24	No
Edit	Richland High School (3511)	9 - 12	96	No
Edit	Rivers Edge High School (4295)	6 - 12	16	No

**CEDARS Term Definitions** (incomplete) Hide

CEDARS Term	Term Type	Begins On (mm/dd/yyyy)
Q1	Quarter 1	08/31/2010
Q2	Quarter 2	11/08/2010
Q3	Quarter 3	01/25/2011
Q4	Quarter 4	03/21/2011
S1	Semester 1	08/31/2010

Save

# HQT Building Tab

**Personnel**

Search Person Applications Test Scores Fingerprints Utilities Upload HQT NBCT Reports

School Year **2010-2011**

Richland School District (03400) Enterprise Middle School (3926) Paraeducator Reports Upload

**Teacher Quality Status for Enterprise Middle School (3926) Grades 6 - 8** Building Complete  **Last updated:** Shirley Clarkson 12/29/2010 8:09:43 AM

Save changes on this Screen

**Grade Level Key**  
 A P-3  
 B K-5/6  
 C K-12  
 D Middle  
 E High

Teacher	HQ Content Area	Route	Grade Level	Effective Date
<b>FirstName ALastName</b> 999999Q (CEDARS) <input type="text" value=""/> <input type="button" value="Search"/> <input type="checkbox"/> SpEd <input type="checkbox"/> Courses <b>Enterprise Middle School</b> <b>Science:</b> Science 7	Science <input type="text" value=""/> <input type="button" value="Add"/> HQ Content Area	Points Based HOUSSE <input type="text" value=""/>	<input type="checkbox"/> A <input type="checkbox"/> B <input checked="" type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E	<input type="text" value="2/1/2007"/> <input type="button" value="X"/>
<b>FirstName ALastName</b> 999999T (CEDARS) <input type="text" value=""/> <input type="button" value="Search"/> <input type="checkbox"/> SpEd <input type="checkbox"/> Courses <b>Enterprise Middle School</b> <b>Non-Core Content:</b> Health 6 Health 7 PE 6 PE 8 Teacher's Aide	History <input type="text" value=""/> <input type="button" value="Add"/> HQ Content Area Reading <input type="text" value=""/> Geography <input type="text" value=""/> English/Language Arts <input type="text" value=""/> Economics <input type="text" value=""/> Civics/Government <input type="text" value=""/>	Endorsement <input type="text" value=""/> Endorsement <input type="text" value=""/> Points Based HOUSSE <input type="text" value=""/> Points Based HOUSSE <input type="text" value=""/> Points Based HOUSSE <input type="text" value=""/> Points Based HOUSSE <input type="text" value=""/>	<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input checked="" type="checkbox"/> D <input checked="" type="checkbox"/> E <input type="checkbox"/> A <input type="checkbox"/> B <input checked="" type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E <input type="checkbox"/> A <input type="checkbox"/> B <input checked="" type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E <input type="checkbox"/> A <input type="checkbox"/> B <input checked="" type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E <input type="checkbox"/> A <input type="checkbox"/> B <input checked="" type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E <input type="checkbox"/> A <input type="checkbox"/> B <input checked="" type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E	<input type="text" value="1/11/1993"/> <input type="text" value="1/11/1993"/> <input type="text" value="4/12/2007"/> <input type="button" value="X"/> <input type="text" value="6/6/2006"/> <input type="button" value="X"/> <input type="text" value="4/12/2007"/> <input type="button" value="X"/> <input type="text" value="4/12/2007"/> <input type="button" value="X"/>

## HQT Reports Tab

The screenshot displays a web browser window with the URL `http://localhost/PDA/Admin/Personnel.aspx`. The browser's address bar shows several tabs: "Jim Long - Outlook Web Access", "eCert", "iGrants -- iGrants Writer", and "eCert". The browser's menu bar includes "File", "Edit", "View", "Favorites", "Tools", and "Help".

The website's header is green and features the text "LOCALHOST" and "electronic Certification" with a logo. On the right side of the header, there are icons for "eds", "Home", "Help", and "Feedback".

Below the header is a navigation menu with tabs: "Home", "Info Center", "Certification", "My Events", and "Admin" (which is highlighted). A "Logout" link is located in the top right corner of the main content area.

The main content area is titled "Admin" and "Personnel". It contains a sub-menu with tabs: "Search", "Person", "Applications (2)", "Test Scores", "Fingerprints", "Utilities", "Upload", "HQT" (highlighted), "NBCT", and "Reports".

Under the "HQT" tab, there is a sub-menu with tabs: "District", "Reports" (highlighted), and "Upload". The text "School Year 2010-2011" is displayed on the right side of this section.

Below the sub-menu, there are tabs: "Federal", "Para Ed", "Class Count", "NHQ", and "Subject Count".

The main form area contains two dropdown menus: "School District: All" and "School Year: 2010-2011". A green "Submit" button is located below these dropdowns.

At the bottom of the page, there are links for "Privacy Policy", "Disclaimer", and "Customer Support: 1.800.725.4311", along with a copyright notice: "© Copyright 2004".

# HQT Upload Tab

The screenshot shows a web browser window displaying the 'LOCALHOST' eCertification system. The browser's address bar shows the URL 'http://localhost/PDA/Admin/Personnel.aspx'. The page has a green header with the 'LOCALHOST' logo and 'electronic Certification' text. A navigation menu includes 'Home', 'Info Center', 'Certification', 'My Events', and 'Admin'. The 'Admin' section is active, and the 'Personnel' sub-section is selected. Within 'Personnel', there are tabs for 'Search', 'Person', 'Applications (2)', 'Test Scores', 'Fingerprints', 'Utilities', 'Upload', 'HQT', 'NBCT', and 'Reports'. The 'HQT' tab is selected, and the 'Upload' sub-tab is active. The page displays 'School Year 2010-2011' and a section titled 'Upload a list of teachers who meet HQT qualifications...'. This section includes a 'File:' input field with a 'Browse...' button and a 'Submit' button. To the right, there is a 'Specifications' table with columns for 'Word', 'Excel', 'PDF', and 'CSV'. A 'Template' column is also present. The footer contains links for 'Privacy Policy', 'Disclaimer', and 'Customer Support: 1.800.725.4311', along with a copyright notice for 2004.

LOCALHOST *electronic* Certification

Home Info Center Certification My Events Admin

Logout >

> Personnel

> Organization Inbox

> e-Message Search

> Reports

- Application Submission Statistics
- Average Processing Time
- Statistics

> Admin Reference Guide

**Admin**

**Personnel**

Search Person Applications (2) Test Scores Fingerprints Utilities Upload **HQT** NBCT Reports

District Reports Upload

HQT Non-HQT

**Upload a list of teachers who meet HQT qualifications...**

File:  Browse...

Submit

Specifications	Template
<input type="checkbox"/> Word	<input type="checkbox"/> Excel
<input type="checkbox"/> PDF	<input type="checkbox"/> CSV

> Privacy Policy > Disclaimer > Customer Support: 1.800.725.4311 > © Copyright 2004

**Attachment I**  
**Current Certification Application Source Code**

Available as a download from OSPI website at:

<http://www.k12.wa.us/rfp/>

**Attachment J**  
**Upload File Formats**

Available as a download from OSPI website at:

<http://www.k12.wa.us/rfp/>

## **Section G. PROPOSAL TEMPLATES;**

---

### **READ THIS FIRST.**

Included as a separate document

#### **Proposal Template A – Certification and Assurances.**

Included as a separate document.

#### **Proposal Template B - Checklist for Responsiveness**

Included as a separate document.

#### **Proposal Template C - Letter of Submittal**

Included as a separate document.

#### **Proposal Template D – Technical Proposal**

Included as a separate document.

#### **Proposal Template E Consultant Qualifications.**

Included as a separate document.

#### **Proposal Template F - Management Proposal.**

Included as a separate document.

#### **Proposal Template G - Cost Proposal.**

Included as a separate document.