

**STATE OF WASHINGTON
DEPARTMENT OF EARLY LEARNING
LACEY, WASHINGTON**

**REQUEST FOR PROPOSALS
#08-RFP-0118**

PROJECT TITLE: ECEAP Baseline

PROPOSAL DUE DATE: Friday, April 25, 2008 no later than 3:00 PM at the DEL Lacey office.

EXPECTED TIME PERIOD FOR CONTRACT:

The expected time period for this contract will be from May 14, 2008 through June 30, 2008.

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

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1. INTRODUCTION

1.1 PURPOSE AND BACKGROUND

The Washington State Department of Early Learning hereafter called "DEL," is initiating this Request for Proposals (RFP) to solicit proposals from firms interested in participating on a project to set a baseline on the distribution of duties, roles and responsibilities, and time spent administering DEL's Early Childhood Education and Assistance Program, hereafter called "ECEAP", by all DEL staff cost allocated to ECEAP.

There are three components of this baseline, which include:

- 1) Time Study. Conduct a time study (minimum of two weeks) of DEL ECEAP cost allocated staff that examines how time and activities are distributed. Gather and analyze data exploring the allocation of time spent on specific responsibilities, functions, and other assignments.
- 2) Roles and Responsibilities. Identify and report on all ECEAP cost allocated roles and responsibilities of DEL staff. Create and conduct interview(s) with staff allocated to ECEAP regarding a) staffs' perception of current roles and responsibilities and b) their vision related to roles and responsibilities.
- 3) Comparison of Structure. Conduct a brief comparison of the structure of ECEAP, including staff roles and responsibilities, to other comprehensive state pre-kindergarten programs in Delaware, Massachusetts, and Oregon.

This baseline project will include a final report addressing the above three areas to the Director. This report will not include recommendations.

The Legislature established ECEAP in 1985 as a community-based pre-kindergarten program. The goal of ECEAP is to ensure that three- and four-year-old children from low-income families have the best opportunity to enter kindergarten physically healthy as well as emotionally, socially, and cognitively ready to succeed in school and in life. ECEAP is a comprehensive program, with several interactive components addressing the broad developmental needs of each child including:

- Early learning preschool education
- Parent involvement, leadership development, and education
- Health and developmental screenings
- Nutritious snacks and meals
- Support for families in goal setting and accessing community resources and social services

Washington is one of only three states in the nation that provides these comprehensive services in a state pre-kindergarten program. The program is authorized in statute by RCW 28A.215. ECEAP is situated in the Department of Early Learning, in the Systems, Partnerships and Collaboration Division.

The primary ECEAP function in the DEL is to provide oversight to its contractors with regard to funding, contract management, communication, and technical assistance. ECEAP contractors, providing services in 250 sites statewide, are located within school districts, educational service districts, non-profit organizations, community colleges and local governments. In FY 2007-2008, ECEAP was funded to serve 7,081 children. Families qualify for ECEAP services if their income is at or below 110% of Federal Poverty Guidelines.

In addition to the responsibilities described above, DEL ECEAP staff also conducts an extensive program review of each contractor's compliance with ECEAP Performance Standards every four years. ECEAP Specialists also provide ongoing training and technical assistance in early childhood education, family support, health and nutrition.

1.2 OBJECTIVES

To set a baseline on the time spent administering ECEAP, the distribution of duties, and the roles and responsibilities of DEL ECEAP cost-allocated staff.

1.3 MINIMUM QUALIFICATIONS

The entity selected for this contract must be licensed to do business in the State of Washington. The contractor(s) selected for this work must have experience working with state agencies that administer comprehensive pre-kindergarten programs. Additionally, the contractor(s) must have an in-depth knowledge of the necessary functions, staffing arrangements, and funding requirements to administer a state-based, comprehensive pre-kindergarten program.

1.4 FUNDING

DEL budgeted, an amount not to exceed \$50,000 for this project.

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

1.5 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about May 14, 2008 through June 30, 2008. Amendments extending the period of performance, if any, shall be at the sole discretion of DEL.

1.6 DEFINITIONS

Definitions for the purposes of this RFP include:

DEL - Department of Early Learning, State of Washington

Comprehensive Pre-Kindergarten – Pre-Kindergarten program that provides several interactive components to address the broad developmental needs of each child including: early learning preschool education, health and family support services, and parent involvement opportunities.

Consultant – Individual or company submitting a proposal in order to attain a contract with DEL.

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

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.

1.7 AMERICANS WITH DISABILITIES ACT

DEL complies with the Americans with Disabilities Act (ADA). Consultants may contact the RFP Coordinator to receive this Request for Proposals in Braille or on tape.

2. GENERAL INFORMATION FOR CONSULTANTS

2.1 RFP COORDINATOR

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

Name	Sheri Bruu-DeLeon
Mailing Address	P.O. Box 40970

City, State, Zip Code	Olympia, Washington 98504-0970
Courier Address	649 Woodland Square Loop SE
City, State, Zip Code	Lacey, WA 98503
Phone Number	360-725-4675
Fax Number	360-413-3482
E-Mail Address	Sheri.BruuDeLeon@del.wa.gov

Any other communication will be considered unofficial and non-binding on DEL. 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.

2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	04/11/08
Question & answer period	04/14/08-04/16/08
Issue addendum to RFP (if applicable)	04/17/08
Proposals due	04/25/08 by 3:00 PM
Evaluate proposals	04/28/08
Conduct oral interviews with finalists, if required	04/29/08
Announce "Apparent Successful Contractor" and send notification via fax or e-mail to unsuccessful proposers	04/30/08
Negotiate contract	05/01/08
File contract with OFM (if required)	05/01/08
Hold debriefing conferences (if requested)	05/07/08
Begin contract work	05/14/08

DEL reserves the right to revise the above schedule.

2.3 SUBMISSION OF PROPOSALS

Consultants are required to submit five (5) hard copies and one (1) CDROM of the proposal. The proposal, whether mailed or hand delivered, must arrive at DEL no later than 3:00 PM., local time on the stated due date in section 2.2.

Hard copies proposals are to be sent to the RFP Coordinator at the address noted in Section 2.1. The envelope/package should be clearly marked to the attention of the RFP Coordinator.

Consultants mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFP Coordinator. Consultants assume the risk for the method of delivery chosen. DEL assumes no responsibility for delays

caused by any delivery service. Proposals may not be transmitted using electronic media such as facsimile transmission.

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of DEL and will not be returned.

2.4 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of DEL.

All proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed by the Director of DEL and the apparent successful Contractor; thereafter, the proposals shall be deemed public records as defined in RCW 42.17.250 to .340, "Public Records."

Any information in the proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.17.250 to .340 must be clearly designated. The page must be identified and the particular exception from disclosure upon which the Consultant is making the claim. 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.

DEL will consider a Consultant's request for exemption from disclosure; however, DEL will make a decision predicated upon Chapter 42.17 RCW and Chapter 143-06 of the Washington Administrative Code. 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 42.17.300. 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.

2.5 REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all who receive the RFP. For this purpose, the published questions and answers from the preproposal conference and any other pertinent information shall be provided as an addendum to the RFP.

DEL also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

2.6 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.

The established annual procurement participation goals for MBE is ten per cent (10%) and for WBE, four per cent (4%), for this type of project. These goals are voluntary. Bidders may contact OMWBE at 360-753-9693 to obtain information on certified firms.

2.7 ACCEPTANCE PERIOD

Proposals must provide 60 days for acceptance by DEL from the due date for receipt of proposals.

2.8 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 this RFP may result in rejection of the proposal as non-responsive.

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

2.9 MOST FAVORABLE TERMS

DEL 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. DEL 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 DEL.

2.10 CONTRACT AND GENERAL TERMS & CONDITIONS

The apparent successful consultant 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. Any contract language questions or issues should be addressed in the proposal to allow for prompt negotiations and/or response to questions upon selection of an apparent successful consultant. 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. DEL will review requested exceptions and accept or reject the same at its sole discretion.

2.11 COSTS TO PROPOSE

DEL 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.

2.12 NO OBLIGATION TO CONTRACT

This RFP does not obligate the State of Washington or DEL to contract for services specified herein.

2.13 REJECTION OF PROPOSALS

DEL 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.

2.14 COMMITMENT OF FUNDS

The Director of DEL, or her delegates, are the only individuals who may legally commit DEL 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.

2.15 INSURANCE COVERAGE

The Contractor is to furnish DEL with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

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 DEL within fifteen (15) days of the contract effective date.

Liability Insurance

- 1) Commercial General Liability Insurance: Contractor shall maintain general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition.

Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

- 2) Business Auto Policy: As applicable, the Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.

Employers Liability ("Stop Gap") Insurance: In addition, the Contractor shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Additional Provisions

Above insurance policy shall include the following provisions:

1. **Additional Insured.** The State of Washington, Department of Early Learning, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.
2. **Cancellation.** State of Washington, Department of Early Learning, shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
3. **Identification.** Policy must reference the State's contract number and DEL's name.
4. **Insurance Carrier Rating.** All insurance and bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by Debby Carr, Contract Specialist, or the Risk Manager for the State of Washington, before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with chapter 48.15 RCW and 284-15 WAC.
5. **Excess Coverage.** By requiring insurance herein, the State 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 State in the contract.

Worker's Compensation Coverage

The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The State will not be held responsive in any way for claims filed by the Contractor or their employees for services performed under the terms of the contract.

3. PROPOSAL CONTENTS

Proposals must be submitted on eight and one-half by eleven (8 1/2 x 11) inch paper with tabs separating the major sections of the proposal. The four major sections of the proposal are to be submitted in the order noted below:

- 1) Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFP);
- 2) Technical Proposal ;
- 3) Management Proposal; and,
- 4) Cost Proposal.

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

Do **not** use staples: place each complete proposal in a separate notebook or binder.

3.1 LETTER OF SUBMITTAL (MANDATORY)

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A to this RFP) must be signed and dated by a person authorized to legally bind the Consultant to a contractual relationship. 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, and fax number/e-mail address of legal entity or individual with whom contract would be negotiated.
2. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.)
3. 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.
4. Federal Employer Tax Identification number and the Washington Uniform Business Identification (UBI) number issued by the State of Washington Department of Revenue.
5. Location of the facility from which the Consultant would operate.
6. Identify any State employees or former Washington State employees employed or on the firm's governing board as of the date of the proposal. Include their position and responsibilities within the Consultant's organization. If following a review of this information, it is determined by DEL that a conflict of interest exists, the Consultant may be disqualified from further consideration for the award of a contract.

3.2 TECHNICAL PROPOSAL (SCORED)

Bidder(s) are asked to indicate the approach they will take to design and implement a comprehensive assessment of the capacity of the current ECEAP administration. The purpose of this assessment is to evaluate the current organizational system, staffing structure and funding levels used to administer ECEAP.

This administrative assessment will be used to determine if the existing organizational structure has the capacity to ensure monitoring oversight, contract management, training, and technical assistance for the systematic administration of this comprehensive, pre-kindergarten program. DEL will also use this assessment to identify opportunities for the reorganization and expansion of the current administrative structure in an effort to ensure that DEL has the capacity to maintain the quality and integrity of the administration of this comprehensive state pre-kindergarten program.

The Technical Proposal must contain a comprehensive description of services, including the following elements, and **using these headings**:

A. Project Approach/Methodology – Include a complete description of the bidder's proposed approach and methodology for the project. This section should convey that the bidder(s) understands the proposed project. The methodology should outline the bidder(s) plan to evaluate and answer the components to the baseline and elements to be included in final report. Methodology must include:

1. Time study
 - a. Process for conducting time study, including plan for tracking time and activities
 - b. Types of information, activities, and functions to be reported
 - c. Process for training and guiding staff through time study period
 - d. Plan for analyzing and reporting quantitative data
2. Review of staffing roles and responsibilities
 - a. Methods used to identify and gather information on DEL ECEAP cost allocated roles and responsibilities
 - b. Process for examining staff perception of roles and responsibilities
 - c. Process for examining staff vision for roles and responsibilities
 - d. Types of topics and questions to be included in staff interview process
 - e. Plan for analyzing and reporting data

3. Review of other comprehensive pre-kindergarten programs
 - a. Plan for comparing the administrative structure and function of ECEAP, including staff roles and responsibilities to the pre-kindergarten programs in Delaware, Massachusetts, and Oregon.
- 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 bidder's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of DEL staff. The bidder(s) may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.
- C. Project Schedule** - Include a project schedule indicating when the elements of the work will be completed and when deliverables will be provided. The final report will be due by June 30, 2008. It is expected that weekly updates will be provided throughout the length of the project.
- D. Outcomes and Performance Measurement** – Describe the impacts/outcomes the consultants propose to achieve as a result of delivery of these services including how these outcomes would be monitored, measured and reported to the state DEL.
- E. Deliverables** – Fully describe deliverables to be submitted under the proposed contract. The final report is due to DEL by June 30, 2008. The final report must include:
 1. Time study data analysis detailing DEL ECEAP staff time and activities.
 2. Roles and responsibilities of DEL ECEAP cost allocated staff.
 3. Analysis of information and data from staff interviews including:
 - a) perceptions of current roles and responsibilities and b) vision for roles and responsibilities.
 4. Summary of comparison of ECEAP structure to the comprehensive pre-kindergarten programs in Delaware, Massachusetts, and Oregon.

3.3 MANAGEMENT PROPOSAL

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, 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 DEL.

B. Experience of the Consultant (SCORED)

1. Indicate the experience the Consultant and any subcontractors have in the following areas:
 - Experience working with comprehensive state pre-kindergarten programs.
 - Expertise collecting and analyzing data and information including the gathering of information, use of interviews, and review of current and historical data.
 - Knowledge of the necessary functions, staffing arrangements, and funding requirements to administer a state-based, comprehensive pre-kindergarten program.
 - Experience evaluating/assessing organizational/structural capacity of public or early learning programs
2. Indicate other relevant experience that indicates the qualifications of the Consultant, and any subcontractors, for the performance of the potential contract.
3. Include a list of contracts the Consultant has had during the last five (5) years that relate to the Consultant's ability to perform the services needed under this RFP. List contract reference numbers, contract period of

performance, contact persons, telephone numbers, and fax numbers/e-mail addresses.

C. References (SCORED)

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three (3) business references for whom work has been accomplished and briefly describe the type of services provided. Do not include current DEL staff as references. The Consultant must grant permission to DEL to contact the references and others who may have pertinent information regarding the Consultant's qualifications and experience to perform the services required by this RFP. References will be contacted for the top-scoring proposal(s) only.

D. Related Information (MANDATORY)

1. If the Consultant, or any subcontractor, has contracted with the State of Washington during the past 24 months, indicate the name of any contractors to DEL, the contract number and project description and/or other information available to identify the contract.
2. If the Consultant is not a state agency, but the Consultant's staff or subcontractor's staff was an employee of the State of Washington during the past 24 months, or is currently a Washington state employee, identify the individual by name, DEL previously or currently employed by, job title or position held and separation date.
3. If the Consultant has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Consultant's non-performance or poor performance and the issue of performance was either: (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.
4. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Consultant's position on the matter. DEL will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Consultant in the past five (5) years, so indicate.

E. Office Minority Women-Owned Business Certification (Optional)

Include proof of certification issued by the Washington State Office of Minority and Women-Owned Business if certified minority-owned firm and/or women-owned firm(s) will be participating on this project.

3.4 COST PROPOSAL

The maximum fee for this contract must be \$50,000 or less to be considered responsive to this RFP.

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 which are consistent with State government efforts to conserve state resources.

A. 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 and any 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.

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.

B. Computation

The scores will be totaled and the highest score will be selected as the apparent successful bidder. All the referrals submitted may be contacted by DEL. Scores for referrals will only be used in case of a tie, or may be used, for any top proposals which scored within five (5) points of each other.

4. EVALUATION AND CONTRACT AWARD

4.1 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 DEL, which will determine the ranking of the proposals.

Items in Section 3, Proposal Contents, 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.

DEL, at its sole discretion, may elect to require firms participate in an oral presentation.

DEL reserves the right to award the contract to the consultant whose proposal is deemed to be in the best interest of DEL and the State of Washington.

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4.2 EVALUATION WEIGHTING AND SCORING

The following weighting and points will be assigned to the proposal for evaluation purposes:

Scoring Section of Proposal	Total per Section
Technical Proposal	50 points
<i>Project Approach/Methodology 25 points (maximum)</i>	
• Show an understanding of comprehensive state pre-kindergarten programs. • Demonstrate understanding of components to be included in assessment. • Contain a comprehensive description of process to how they will gather information and make recommendations.	
<i>Quality of Work Plan/Timeline 10 points (maximum)</i>	
• Timeline meets deadline requirements and describes all that is needed to accomplish scope of project. • Work plan measures.	
<i>Outcomes/Performance Measurement 10 points (maximum)</i>	
<i>Project Deliverables 5 points (maximum)</i>	
• Written Report with recommendations • Other deliverables offered	
Management Proposal	30 points
<i>Project Team Structure/ Internal Controls 10 points (maximum)</i>	
<i>Staff Qualifications/Experience 20 points (maximum)</i>	
• Experience working with comprehensive pre-kindergarten programs. • Understanding of requirements needed to administer state pre-kindergarten programs. • Experience gathering data and interviewing subjects.	
Cost Proposal	10 points

Sub-Total	90 points
Quality of References	10 points
GRAND TOTAL	100 POINTS

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

4.3 ORAL PRESENTATIONS MAY BE REQUIRED

Should oral presentations become necessary, DEL 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 determine the successful Consultant.

4.4 NOTIFICATION TO PROPOSERS

Firms whose proposals have not been selected for further negotiation or award will be notified via e-mail, whenever possible.

4.5 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Consultant. 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 is faxed/e-mailed to the Consultant. Debriefing requests must be received by the RFP Coordinator no later than 5:00 PM local time in Lacey, Washington on the third business day following the receipt of the Notification of Unsuccessful Consultant letter. The debriefing must be held within three (3) business days of the request.

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 one (1) hour.

4.6 PROTEST PROCEDURE

This procedure is available to Consultants who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Consultant is allowed three (3) business days to file a protest of the acquisition with the RFP Coordinator. Protests must be received by the RFP Coordinator no later than 5:00 PM local time in Lacey, Washington on the third business day following the debriefing. Protests may be submitted by facsimile, but should be followed by the original 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 with specific facts and complete statements of the action(s) being protested. 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;
- Errors in computing the score;
- Non-compliance with procedures described in the procurement document or DEL 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) DEL'S assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by DEL. DEL director or an employee delegated by the Director who was not involved in the procurement will consider the record and all available facts and issue a decision within five (5) business days of receipt of the protest. If additional time is required, the protesting party will be notified of delay.

In the event a protest may affect the interest of another Consultant which 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 DEL's action; or

- Find only technical or harmless errors in DEL's acquisition process and determine DEL to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide DEL 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 DEL determines that the protest is without merit, DEL will enter into a contract with the apparently successful consultant. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

5. RFP EXHIBITS

Exhibit A Certifications and Assurances

Exhibit B Personal Service Contract Format including General Terms and Conditions (GT&Cs)

EXHIBIT A

CERTIFICATION AND ASSURANCES

CERTIFICATIONS AND ASSURANCES

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

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by DEL without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. I/we understand that DEL will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of DEL, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and

conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.

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

Signature of Proposer

Title

Date

EXHIBIT B

CONTRACT SAMPLE

 Washington State Department of Early Learning		PERSONAL SERVICE CONTRACT		DEL Contract Number:	
This Contract is between the state of Washington Department of Early Learning (DEL) and the Contractor identified below.					
CONTRACTOR INFORMATION					
NAME			Doing business as (DBA)		
ADDRESS			WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)		
CONTACT	TELEPHONE	FAX	E-MAIL ADDRESS		
DEL INFORMATION					
CONTACT NAME AND TITLE		CONTACT ADDRESS 649 Woodland Square Loop SE Lacey, WA 98503 P.O. Box 40970 Olympia, WA 98504-0970			
TELEPHONE	FAX 360-413-3482	E-MAIL ADDRESS			
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? ☒ No ☐ YES			If A SUBRECIPIENT - CFDA NUMBER(S)		
CONTRACT STATE FUNDS	CONTRACT FEDERAL FUNDS		CONTRACT MAXIMUM AMOUNT		
CONTRACT START DATE		CONTRACT END DATE			
CONTRACT PURPOSE: The purpose of this contract is to					
The following Exhibits are attached and are incorporated to this Contract by this reference: Exhibit A Statement Of Work And Exhibit B General Terms And Conditions					
The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DEL only upon signature by DEL.					
CONTRACTOR SIGNATURE		PRINTED NAME AND TITLE		DATE SIGNED	
DEL SIGNATURE		PRINTED NAME AND TITLE		DATE SIGNED	

EXHIBIT A
STATEMENT OF WORK

EXHIBIT B
GENERAL TERMS AND CONDITIONS

TERMS AND CONDITIONS

All rights and obligations of the parties to this Contract shall be subject to and governed by General Terms and Conditions set forth below, Exhibit A (Statement of Work) and Exhibit B (General Terms and Conditions). These terms and conditions govern the work to be performed under this Contract, the nature of the working relationship between Department of Early Learning (DEL) and the CONTRACTOR, and specific obligations of the parties.

2. SPECIAL TERMS AND CONDITIONS

a. *DEFINITIONS SPECIFIC TO SPECIAL TERMS:* The words and phrases listed below, as used in this Contract, shall each have the following definitions:

b. OFM FILING REQUIREMENT

10-Day Filing

Under the provisions of Chapter 39.29 RCW, this personal service contract is required to be filed with the Office of Financial Management (OFM). No contract required to be so filed is effective and no work shall be commenced nor payment made until ten (10) working days following the date of filing, and if required, until approved by OFM. In the event OFM fails to approve the contract, the contract shall be null and void.

c. BILLING PROCEDURES AND PAYMENT

- (1) DEL will pay CONTRACTOR upon acceptance of services provided and receipt of properly completed A-19, provided by DEL, which shall be submitted, not more than monthly, to:
Department of Early Learning
Attn: Financial Office
P.O. Box 40970
Olympia, WA 98504-0970.
- (2) Payment shall be considered timely if made by the DEL within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CONTRACTOR.
- (3) DEL may, in its sole discretion, terminate the Contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this Contract.

- (4) No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by DEL.

d. INSURANCE

The CONTRACTOR shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the CONTRACTOR or subcontractor, or agents of either, while performing under the terms of this Contract. The CONTRACTOR shall provide insurance coverage, which shall be maintained in full force and effect during the term of this Contract, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence.

Additionally, the CONTRACTOR is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

Automobile Liability. In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the CONTRACTOR, automobile liability insurance shall be required. The minimum limit for automobile liability is:

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

- (4) The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies. All policies shall be primary to any other valid and collectable insurance. CONTRACTOR shall instruct the insurers to give DEL thirty (30) calendar days advance notice of any insurance cancellation.

CONTRACTOR shall submit to DEL within fifteen (15) calendar days of the Contract effective date, a certificate of insurance that outlines the coverage and limits defined in the *Insurance* section. CONTRACTOR shall submit renewal certificates as appropriate during the term of the Contract.

e. ASSURANCES

DEL and the CONTRACTOR agree that all activity pursuant to this Contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

f. ORDER OF PRECEDENCE

Each of the exhibits 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;
- Exhibit A – General Terms and Conditions;
- Exhibit B – Statement of Work; and
- Any other provision, term or material incorporated herein by reference or otherwise incorporated.

g. ENTIRE AGREEMENT

This Contract, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

h. CONFORMANCE

If any provision of this Contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

3. DEFINITIONS

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

- a. "AGENT" shall mean the Director, and/or the delegate authorized in writing to act on the Director's behalf.
- b. "CONTRACTOR" shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the CONTRACTOR.
- c. "SUBCONTRACTOR" shall mean one not in the employment of the CONTRACTOR, who is performing all or part of those services under this contract under a separate contract with the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.

4. ACCESS TO DATA

In compliance with RCW 39.29.080, the CONTRACTOR shall provide access to data generated under this Contract to AGENCY, 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.

5. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Contract shall be made by DEL.

a. AMENDMENTS

This Contract may be amended 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.

b. 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.

6. ASSIGNMENT

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the CONTRACTOR without prior written consent of DEL.

7. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

8. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The CONTRACTOR shall not use or disclose any information concerning DEL, or information that may be classified as confidential, for any purpose not directly connected with the administration of this Contract, except with prior written consent of DEL, or as may be required by law.

9. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, DEL may, in its sole discretion, by written notice to the CONTRACTOR terminate this Contract if it is found after due notice and examination by the AGENT that there is a violation of the Ethics in Public

Service Act, Chapter 42.52 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this Contract.

In the event this Contract is terminated as provided above, DEL shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the Contract by the CONTRACTOR. The rights and remedies of DEL provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the AGENT makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Contract.

10. 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 DEL. DEL shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, CONTRACTOR hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to DEL 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 DEL 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 DEL.

The CONTRACTOR shall exert all reasonable effort to advise DEL, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this Contract.

DEL 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. DEL shall have the right to modify or remove any restrictive markings placed upon the data by the CONTRACTOR.

11. 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 agents maintained by the CONTRACTOR for securing business.

DEL 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 fee.

12. DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

13. DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with AGENT.

- a. The request for a dispute hearing must:
- b. Be in writing;
- c. State the disputed issue(s);
- d. State the relative positions of the parties;
- e. State the CONTRACTOR'S name, address, and contract number; and
- f. Be mailed to the AGENT and the other party's (respondent's) contract manager within three (3) working calendar days after the parties agree that they cannot resolve the dispute.
- g. The respondent shall send a written answer to the requester's statement to both the agent and the requester within five (5) working calendar days.
- h. The AGENT shall review the written statements and reply in writing to both parties within ten (10) working calendar days. The AGENT may extend this period if necessary by notifying the parties.
- i. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable ADR method in addition to the dispute resolution procedure outlined above.

14. DUPLICATE PAYMENT

DEL shall not pay the CONTRACTOR, if the CONTRACTOR has charged or will charge the state of Washington or any other party under any other Contract or agreement, for the same services or expenses.

15. 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 the Superior Court for Thurston County.

16. INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless state, agencies of state and all officials, agents and employees of state, from and against all claims for injuries or death arising out of or resulting from the performance of the 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 there from. CONTRACTOR’S obligations to indemnify, defend, and hold harmless includes any claim by CONTRACTORS’ agents, employees, representatives, or any subcontractor or its employees.

CONTRACTOR expressly agrees to indemnify, defend and hold harmless the state for any claim arising out of or incident to CONTRACTOR’S or any SUBCONTRACTOR’S performance or failure to perform the Contract. CONTRACTOR’S obligation to indemnify, defend, and hold harmless the state shall not be eliminated or reduced by any actual or alleged concurrent negligence of state or its agents, agencies, employees and officials.

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

17. INDEPENDENT CAPACITY OF THE CONTRACTOR

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

18. INDUSTRIAL INSURANCE COVERAGE

The CONTRACTOR shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the CONTRACTOR fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, AGENCY may collect from the CONTRACTOR the full amount payable to the Industrial Insurance accident fund. DEL may deduct the amount owed by the CONTRACTOR to the accident fund from the amount payable to the CONTRACTOR by DEL under this contract, and transmit the deducted amount to the Department of Labor and Industries (L&I), Division of Insurance Services. This provision does not waive any of L&I’s right to collect from the CONTRACTOR.

19. LICENSING, ACCREDITATION AND REGISTRATION

The CONTRACTOR shall comply with all applicable local, state and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this Contract.

20. LIMITATION OF AUTHORITY

Only DEL or DEL'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 AGENT.

21. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

In the event of the CONTRACTOR'S non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts with DEL. The CONTRACTOR shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

22. NONDISCRIMINATION

During the performance of this Contract, the CONTRACTOR shall comply with all federal and state nondiscrimination laws, regulations and policies.

23. PRIVACY

Personal information including, but not limited to, "Protected Health Information", collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. CONTRACTOR shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the DEL or as otherwise required by law.

Any breach of this provision may result in termination of the Contract and the demand for return of all personal information. The CONTRACTOR agrees to indemnify and hold harmless DEL for any damages related to the CONTRACTOR'S unauthorized use of personal information.

24. PUBLICITY

The CONTRACTOR agrees to submit to DEL all advertising and publicity matters relating to this Contract wherein DEL'S name is mentioned or language used from which the connection of

DEL'S name may, in DEL'S judgment, be inferred or implied. The CONTRACTOR agrees not to publish or use such advertising and publicity matters without the prior written consent of DEL.

25. RECORDS MAINTENANCE

The CONTRACTOR shall maintain 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 that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract.

CONTRACTOR shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review or audit by DEL, personnel duly authorized by DEL, 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.

26. REGISTRATION WITH DEPARTMENT OF REVENUE

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

27. RIGHT OF INSPECTION

The CONTRACTOR shall provide right of access to its facilities to DEL, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

28. SAVINGS

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, DEL may terminate the Contract under the "Termination for Convenience" clause, without the ten (10) day notice requirement, subject to renegotiation at DEL'S discretion under those new funding limitations and conditions.

29. 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.

30. SITE SECURITY

While on DEL premises, CONTRACTOR, its agents, employees or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

31. 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 DEL. In no event shall the existence of the subcontract operate to release or reduce the liability of the CONTRACTOR to DEL 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.

Additionally, the CONTRACTOR is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Contract are carried forward to any subcontracts. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of DEL or as provided by law.

32. TAXES

All payments accrued because 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.

33. TERMINATION FOR CAUSE

In the event DEL determines the CONTRACTOR has failed to comply with the conditions of this Contract in a timely manner, DEL has the right to suspend or terminate this Contract. Before suspending or terminating the Contract, the DEL shall notify the CONTRACTOR in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar days, the Contract may be terminated or suspended.

In the event of termination or suspension, 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.

DEL 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 DEL to terminate the Contract. A termination shall be deemed 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 DEL provided in this Contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

34. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, DEL may, by ten (10) calendar days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, DEL shall be liable only for payment required under the

terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

35. TERMINATION PROCEDURES

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

DEL shall pay to the CONTRACTOR the agreed upon price, if separately stated, for completed work and services accepted by DEL, and the amount agreed upon by the CONTRACTOR and DEL for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by DEL, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AGENT shall determine the extent of the liability of DEL. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Contract.

DEL may withhold from any amounts due the CONTRACTOR such sum as DEL determines to be necessary to protect DEL against potential loss or liability. The rights and remedies of DEL provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
- c. Assign to DEL, in the manner, at the times, and to the extent directed by the AGENT, all of the rights, title, and interest of the CONTRACTOR under the orders and subcontracts so terminated, in which case DEL 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 AGENT to the extent AGENT may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to DEL and deliver in the manner, at the times, and to the extent directed by the AGENT any property which, if the Contract had been completed, would have been required to be furnished to DEL;
- f. Complete performance of such part of the work as shall not have been terminated by the AGENT; and
- g. Take such action as may be necessary, or as the AGENT may direct, for the protection and preservation of the property related to this Contract, which is in the possession of the CONTRACTOR and in which DEL has or may acquire an interest.

36. TREATMENT OF ASSETS

- a. Title to all property furnished by DEL shall remain in DEL. Title to all property furnished by the CONTRACTOR, for the cost of which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in DEL upon delivery of such property by the CONTRACTOR. Title to other property, the cost of which is reimbursable to the CONTRACTOR under this Contract, shall pass to and vest in DEL upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by DEL in whole or in part, whichever first occurs.
- b. Any property of DEL furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by DEL, be used only for the performance of this Contract.
- c. The CONTRACTOR shall be responsible for any loss or damage to property of DEL that results from the negligence of the CONTRACTOR or that results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.
- d. If any DEL property is lost, destroyed or damaged, the CONTRACTOR shall immediately notify DEL and shall take all reasonable steps to protect the property from further damage.
- e. The CONTRACTOR shall surrender to DEL all property of DEL prior to settlement upon completion, termination or cancellation of this Contract.
- f. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR'S employees, agents or subcontractors.

37. WAIVER

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by authorized representative of DEL.