

**STATE OF WASHINGTON  
PROFESSIONAL EDUCATOR STANDARDS BOARD (PESB)  
OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION (OSPI)  
OLYMPIA, WASHINGTON**

OSPI is issuing, and will serve as the point of contact, for this RFP on behalf of PESB.

**REQUEST FOR PROPOSALS (RFP)**

**RFP NO. 2019-09**

**PROJECT TITLE:** Professional Development Learning Modules on ELL and Special Education for Paraeducators

**PROPOSAL DUE DATE:** 3:00 p.m., Pacific Daylight Time (PDT) on September 17, 2018

**ESTIMATED CONTRACT PERIOD:** October 4, 2018 to June 30, 2019. Amendments extending the period of performance, if any, shall be at the sole discretion of PESB.

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

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

**FAXED PROPOSALS WILL NOT BE ACCEPTED.**

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 PESB/OSPI. Consultants are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Consultant.

This RFP is available at the Office of Superintendent of Public Instruction (OSPI) website located at [OSPI's website](#) and at the Department of Enterprise Services, [Washington Electronic Business Solution \(WEBS\) Procurement website](#). All RFP amendments or Consultant questions and PESB 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: **918-38:** Education and Training Consulting; **924-05:** Educational Advisory Services; **924-16:** Course Development Services; Instructional/Training

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

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## Section A. INTRODUCTION

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### 1. DEFINITIONS

Definitions for the purposes of this RFP include:

**Agency or OSPI** – The Washington State Office of Superintendent of Public Instruction and the entity issuing this RFP on behalf of the Professional Educator Standards Board.

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

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

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

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

**Competitive Solicitation** – A documented formal process providing an equal and open opportunity to Bidders or Consultants culminating in a selection based on predetermined criteria.

**Complaint** – A process that may be followed by a Consultant prior to the deadline for bid submission to alert PESB/OSPI of certain types of asserted deficiencies in the Solicitation.

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

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

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

**Professional Educator Standards Board (PESB)** – The Professional Educator Standards Board whose mission is educator quality, recognizing that the highest possible standards for all educators are essential to ensuring attainment of high standards for all students.

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

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

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

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

**RCW** – The Revised Code of Washington.

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

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

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

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

**Subcontractor** – An individual or other entity contracted by a Consultant to perform part of the services or to provide goods under the Contract resulting from this Solicitation. Subcontractors, if allowed, are subject to the advance approval of PESB.

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

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

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

The Professional Educator Standards Board (PESB) is initiating this Request for Proposals (RFP) to solicit proposals from Consultants experienced in hybrid online (CANVAS platform), face to face, collaborative, job-embedded professional development design and delivery. PESB seeks two (2) online modulated curriculums in Paraeducator ELL and Special Education Subject Matter Certificates. This work is governed by the Paraeducator [Standards of Practice](#) as they pertain to [English Language Learner](#) (ELL) and [Special Education](#) training as stated in:

[HB 1115](#) Section 09 PARAEDUCATOR SUBJECT MATTER CERTIFICATES:

- (1) The board shall adopt requirements and policies for paraeducator subject matter certificates in special education and in English language learner that are based on the recommendations of the paraeducator work group established in chapter 136, Laws of 2014.

- (2) The rules adopted by the board must include the following requirements:
- (a) A subject matter certificate is not a prerequisite for a paraeducator working in any program;
  - (b) Paraeducators may become eligible for a subject matter certificate by completing twenty hours of professional development in the subject area of the certificate; and
  - (c) Subject matter certificates expire after five years.

[SB 6032](#) Section 501 4(e):

\$250,000 of the general fund—state appropriation for fiscal year 2019 is provided solely to procure or develop professional development for paraeducator subject matter certificates, in English language learner and special education, and must align courses with general paraeducator certificate professional development, including any necessary changes or edits to general paraeducator certificate online modules.

### **3. BACKGROUND**

The Professional Educator Standards Board establishes policies and requirements for the preparation and certification of education professionals, ensuring that they 1) are competent in the professional knowledge and practice for which they are certified, 2) have a foundation of skills, knowledge, and attitudes necessary to help students with diverse needs, abilities, cultural experiences, and learning styles meet or exceed the state learning goals, and 3) are committed to research-based practice and career-long professional development.

In 2017, HB 1115, a bill relating to paraeducators, passed. The law articulates a new professional development structure for these educators, which includes the Fundamental Course of Study (twenty-eight (28) hours of training), General Paraeducator Certificate (seventy (70) hours of training), two (2) Subject Matter Certificates (twenty (20) hours of training each), and an Advanced Paraeducator Certificate (seventy-five (75) hours of training). Online training modules have been created for paraeducators to complete the Fundamental Course of Study.

In 2018, the Washington state Legislature allocated \$250,000 to PESB to develop professional development (PD) for paraeducators on ELL and special education training that meet new paraeducator standards of practice. For this reason, PESB is seeking one (1) or more contractors experienced in PD design and delivery with an understanding of the essential skills and competencies of paraeducators. The Paraeducator Board, administered by PESB, has approved standards and course outlines of the types of professional development that paraeducators most need to build competencies in these subject areas (ELL Standards and Course Outline [Exhibit H]; Special Education Standards and Course Outline [Exhibit I]). PESB plans to reflect these recommendations in its selection of one (1) or more PD providers through this RFP.

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

##### **Training design must be based on professional learning design according to RCW 28A.415.432.**

- A. The proposal must describe online learning modules that align with the adopted course outlines by the Paraeducator Board.
- B. The Contractor shall create two (2) sets of online learning courses that equal twenty (20) hours of training each. The first course must be designed to increase knowledge and skills that address ELL standards of practice for paraeducators (Exhibit H).
- C. The second course must be designed to increase the knowledge and skills that address Special Education standards of practice for paraeducators (Exhibit I).
- D. Professional learning developed by contractor must provide multiple delivery options:
  - a. Self-directed CANVAS based open educational resource that can be completed by paraeducators independently (all online professional learning must be compatible with CANVAS platform and must be ADA compliant).
  - b. Courses developed must have an accompanying delivery method handbook outlining suggestions for use as an individual learner or as a collaborative participant for district use.
- E. The online PD must evaluate participant learning by including pre- and post-assessments. The data from these evaluations must be shared with the participant and with PESB through Canvas.
- F. The online PD must be developed to build participant capacity to foster collaboration between classroom teachers and paraeducators. In addition, training on how to deliver student instructional support in ELL and Special Education classrooms.
- G. All PD shall be delivered in a Canvas course format to be tested on the OSPI Canvas LMS Instance, and hosted in Learning Space Canvas LMS Instance and shall be uploaded to that site for review and approval prior to the contract completion due date. All final content shall be ADA compliant and SCORM compatible.
- H. PESB will hold the copyright on all original materials produced as a result of this project, per the General Terms and Conditions. Existing materials subject to copyright that are incorporated into the materials produced or delivered for this project will remain copyrighted by the original owner, and are subject to the licensing terms below.
  - c. All materials delivered in response to this RFP must be openly licensed under the Creative Commons Attribution International 4.0 ("CC BY 4.0") License: [creativecommons.org/licenses/by/4.0](https://creativecommons.org/licenses/by/4.0).
  - d. Supplementary materials which are not CC BY 4.0 licensed, may be incorporated as links with proper attribution provided. However, these materials will not be considered in reviews of content coverage and quality. There must be a complete set of materials that meets all criteria in this RFP that are CC BY 4.0 licensed.
- I. All content created under the proposed Contract shall be compliant with the Americans with Disabilities Act and follow the Web Content Accessibility Guidelines (WCAG) 2.0, and

OSPI's formatting standard specified in Exhibit G – OSPI Americans with Disabilities Act Compliance: Graphics and Colors, and OSPI's Style Guide. In the event that the materials are not compliant, PESB may require Contractor to promptly make modifications that will make the materials Accessibility compliant. Additionally, PESB shall have the right to modify or copy the materials in order to make them accessible.

J. The Contractor shall engage stakeholders that PESB deems necessary, which include awardees of the Paraeducator Pilot Grant (Exhibit J), which is running concurrent to this RFP's contract period, in the product development. The Paraeducator Pilot Grant Workgroup will meet several times virtually and in-person. The Contractor is expected to participate in these meetings, which are scheduled for:

- October 5, 2018 (*in-person*)
- December 12, 2018 (*tentative, virtual*)
- January 25, 2019 (*tentative, in-person*)
- *An additional Spring 2019 date expected*

During the pilot, workgroup members are developing or procuring training for paraeducators to complete the ELL and/or special education subject matter certificates. The Contractor shall engage these members to determine their experiences with the training they have developed (owned by PESB), and whether it can be incorporated into the training developed by the Contractor.

K. The Contractor will include time in the development of the online PD training for a review of the created courses by a PESB established review group, and then time to incorporate appropriate edits.

### **Desired Objective**

A. The Contractor may develop or procure from external sources video of teacher and paraeducator instructional collaboration with ELL and Special Education students. These videos will then be incorporated into the courses.

## **5. BIDDER QUALIFICATIONS**

### **Minimum Qualifications:**

- Licensed to do business in the State of Washington. If not licensed, provide a written intent to become licensed in Washington within thirty (30) calendar days of being selected as the Apparent Successful Bidder.
- At least five (5) years of experience developing training and resources for educators.
- At least five (5) years of experience in designing and developing professional learning systems.
- A history of engaging expert practitioners to inform product development and feedback.

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



**Desirable Qualifications:**

- Ability to work quickly and efficiently.
- Demonstrated success in design and methodology of professional development surveys and focus groups.
- Demonstrated expertise in education and/or paraeducator training.

**6. PERIOD OF PERFORMANCE**

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about October 4, 2018 and end on or about June 30, 2019. The option to extend any contract resulting from this procurement shall be at the sole discretion of PESB.

As such, PESB reserves the right to amend to extend the contract for one (1) additional contract year through fiscal year 2020. Decision to amend shall be based on sustained satisfactory performance as decided by the PESB'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 PESB, may be added to the resulting contract by a written amendment mutually agreed to and executed by both parties.

**7. FUNDING**

The total funding available for this project is not to exceed two hundred and fifty thousand dollars (\$250,000). Proposals in excess of this amount will be rejected as non-responsive and will not be evaluated. Any required travel shall be included in the proposed overall cost. Travel will not be separately reimbursed.

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

**8. AMERICANS WITH DISABILITIES ACT (ADA)**

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

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

### **1. RFP COORDINATOR**

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

<b>Name:</b>	Kyla Moore
<b>Address:</b>	600 Washington Street Southeast P.O. Box 47200 Olympia, WA 98504-7200
<b>Email Address:</b>	<a href="mailto:contracts@k12.wa.us">contracts@k12.wa.us</a>

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 PESB/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.

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

<b>Item</b>	<b>Action</b>	<b>Date</b>
1.	OSPI Issues RFP (On behalf of PESB)	August 16, 2018
2.	Optional Letter of Intent due	September 7, 2018
3.	Question and Answer period	August 16-31, 2018
4.	Last date for questions regarding RFP	August 31, 2018
5.	OSPI posts final Question and Answer Addendum or Amendment (if necessary)	September 7, 2018
6.	Complaints due	September 10, 2018
7.	Proposals due	September 17, 2018
8.	PESB conducts evaluation of written proposals	September 18-19, 2018
9.	PESB conducts oral presentations with finalists (if determined necessary by PESB)	September 20-21, 2018
10.	OSPI announces "Apparent Successful Bidder" and sends notification to unsuccessful Bidder(s)	September 24, 2018
11.	Debriefing conferences (if requested)	As requested, per Debriefing instructions
12.	Contract negotiation begins	September 24, 2018
13.	Anticipated contract start date	October 4, 2018

PESB reserves the right to revise the above schedule.

### 3. LETTER OF INTENT

It is recommended that Consultants intending to submit a proposal provide a Letter of Intent via email or postal service to the RFP Coordinator by no later than 3:00 p.m., Pacific Daylight Time (PDT) on September 7, 2018.

### 4. COMPLAINT PROCEDURE

The complaint process is available to Consultants interested in this RFP. The complaint process allows Consultants to focus on the solicitation requirements and evaluation process and raise issues with these processes early enough in the process to allow an agency to correct a problem before proposals are submitted and time expended on evaluations.

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

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

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

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

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

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

### 5. 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 noted in Section B.1. **Proposals must arrive by 3:00 p.m. in Olympia, WA on September 17, 2018.** (Please note RFP No. 2019-09 in the email subject line.) Attachments to the email shall be Microsoft Word format or in Portable Document Format (PDF). Zipped files may be received by PESB and can be used for submission of proposals. PESB does not assume responsibility for any problems with the electronic delivery of Applicant materials.

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

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

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

Your entire response to this RFP is a public record and will be disclosed consistent with the Public Records Act, Chapter 42.56 RCW.

### **A. CONFIDENTIAL DOCUMENTS**

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

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

### **B. PUBLIC RECORDS REQUESTS**

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

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

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

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

In the event it becomes necessary to revise any part of this RFP, an addendum or an amendment will be published on the [OSPI website](#). For this purpose, the published Consultant questions and Agency answers, and any other pertinent information, shall be considered an addendum to the RFP. Additionally, all addenda referred to above will be released on WEBS under the commodity code(s) listed on the cover page of this RFP. It will be the responsibility of interested Consultants to check the website periodically for addenda and amendments to the RFP.

## **8. SMALL BUSINESS, MINORITY & WOMEN'S BUSINESS ENTERPRISES (MWBE), AND VETERAN-OWNED BUSINESS PARTICIPATION**

In accordance with the legislative findings and policies set forth in chapter [39.19 RCW](#), the State of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct

basis in response to this RFP or on a subcontractor basis. For more information on certification, contact the [Washington Office of Minority and Women's Business Enterprises](#).

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

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

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

Self-Certification should be submitted with the Contractor Intake Form (Exhibit D).

## **9. ACCEPTANCE PERIOD**

Proposals must provide sixty (60) days for acceptance by PESB from the due date for receipt of proposals.

## **10. RESPONSIVENESS**

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

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

The RFP Coordinator may contact any Bidder for clarification of the proposal. If a proposal is deemed non-responsive, it shall be removed from further consideration. Bidders whose proposals are found to be non-responsive shall be disqualified from further evaluation and shall be notified in writing. Within three (3) business days following such notification, Bidder may request a Debriefing Conference that shall be limited to the reasons Bidder was found to be non-responsive. Refer to Debriefing of Unsuccessful Proposers procedure in Section D.

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

PESB/OSPI reserves the right at its sole discretion to waive minor administrative irregularities.

## **11. MOST FAVORABLE TERMS**

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

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

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

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

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

## **13. COSTS TO PROPOSE**

PESB 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.

## **14. NO OBLIGATION TO CONTRACT**

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

## **15. REJECTION OF PROPOSALS**

PESB 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.

## **16. COMMITMENT OF FUNDS**

The OSPI Contracts Administrator or OSPI Director of Financial Resources are the only individuals who may legally commit PESB 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.

## **17. 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 are required to register as a Statewide Vendor. Participation in direct deposit is optional. For online registration, visit the [Department of Enterprise Services' website](#).

## **18. INSURANCE COVERAGE**

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

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

## **Section C. PROPOSAL CONTENTS**

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Proposals must be formatted to print on eight and one-half by eleven (8 ½ x 11) inch paper size with individual sections clearly identified. The Letter of Submittal, excluding the signed Certifications and Assurances and Contractor Intake Form, shall be a maximum of one (1) page. The four (4) major sections of the proposal are to be submitted in the order noted below:

1. Letter of Submittal including signed:
  - a. Certifications and Assurances
  - b. Contractor Intake Form
2. Technical Proposal
3. Management Proposal
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.

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.

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

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

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

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

### **2. 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.
- 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 PESB staff. The



Consultant 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, if any, will be provided.
- D. Deliverables** – Fully describe deliverables to be submitted under the proposed contract. This shall include at least four (4) deliverables which detail progress and outcome of modules to be submitted under the proposed contract. Performance-based payments will be furnished based upon successful completion and acceptance of the Deliverables by PESB. Deliverables shall not exceed two (2) pages.
- E. Outcomes and Performance Measurement** – Describe the impacts/outcomes the consultant proposes to achieve as a result of the delivery of these services including how these outcomes would be monitored, measured and reported to the state agency.

**Please Note: Mere repetition of the work statement in Section 1 will not be considered responsive. Deliverables must include distinct and separate tasks that demonstrate clear progress toward completion of the Work Plan.**

### **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 PESB.

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

- 1.** Include 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 (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.

3. Include examples of products from similar research projects from within the past five (5) years.

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

List names, addresses, telephone numbers, and fax numbers/email addresses of three (3) business references for whom work has been accomplished and briefly describe the type of service provided for them. By submitting a proposal in response to this RFP, the vendor and team members grant permission to PESB to contact these references and others, who from PESB's perspective, may have pertinent information. PESB may or may not, at PESB's discretion, contact these references or others. Do not include current PESB staff as references.

#### **D. Past Performance**

Provide information regarding past performance by indicating if the Consultant has received notification of contract breach in the past five (5) years. This does not lead to automatic disqualification. However, PESB reserves the right to disqualify Consultant proposals based on the Consultant's historical performance.

### **4. COST PROPOSAL**

The evaluation process is designed to award this procurement not necessarily to the Consultant of least cost, but rather to the Consultant whose proposal best meets the requirements of this RFP. However, Consultants are encouraged to submit proposals that are consistent with state government efforts to conserve state resources. Exhibit F – Cost Sheet must be completed and included in the Consultant's proposal.

**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.

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

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

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### **1. EVALUATION PROCEDURE**

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

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

### **2. EVALUATION WEIGHTING AND SCORING**

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

<b>Technical Proposal</b>		<b>50 points</b>
Quality of Work Plan	40 points (maximum)	
Project Schedule	5 points (maximum)	
Project Deliverables	5 points (maximum)	
<b>Management Proposal</b>		<b>40 points</b>
Project Team Structure/Internal Controls	10 points (maximum)	
Staff Qualifications/Experience	10 points (maximum)	
Experience of the Consultant	10 points (maximum)	
Three examples of products from similar research projects from within the past 10 years	10 points (maximum)	
<b>Cost Proposal</b>		<b>10 points</b>
<b>References</b>		<b>15 points</b>
<b>Oral Presentation</b> (may be required for top-scoring proposer(s) only)		<b>50 points</b>
<b>GRAND TOTAL FOR PROPOSAL</b>		<b>165 points</b>

### **3. ORAL PRESENTATIONS**

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

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

#### **4. SELECTION OF APPARENT SUCCESSFUL BIDDER**

The Consultant submitting the Response most advantageous to the State will be declared the Apparent Successful Bidder (ASB). The date of announcement of the ASB will be the date the announcement letter is postmarked or, if emailed, the date the email is sent. The State will enter into contract negotiations with the ASB. Should contract negotiations fail to be completed within two (2) weeks after initiation, the State may immediately cease contract negotiations, declare the Vendor with the second highest score as the new ASB, and enter into contract negotiations with that Vendor. This process will continue until the Contracts are signed or no qualified Vendors remain.

#### **5. NOTIFICATION TO BIDDERS**

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

#### **6. DEBRIEFING OF UNSUCCESSFUL BIDDERS**

Upon request, an individual debriefing conference will be scheduled with an unsuccessful Bidder. The request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the Notification of Unsuccessful Bidder 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 Bidder.

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 30 minutes.

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

#### **7. PROTEST PROCEDURE**

This protest procedure is available to Consultants who submitted a response to this RFP document and who have participated in a debriefing conference. Upon completion of the debriefing conference, the Consultant is allowed five (5) business days to file a protest of the procurement with the RFP Coordinator. Protests may be submitted by fax or email, and must be followed by an original, signed 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 PESB/OSPI policy.

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

Upon receipt of a protest, a protest review will be held by PESB/OSPI. 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 ten (10) business days of receipt of the protest. If additional time is required, the protesting party will be notified.

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 RFP document and begin a new process, or
  - Make other findings and determine other courses of action as appropriate.

If OSPI determines that the protest is without merit, OSPI will enter into a contract with the Apparent Successful Bidder. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

## **Section E. RFP EXHIBITS**

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- Exhibit A Certifications and Assurances
- Exhibit B Sample Contract
- Exhibit C General Terms and Conditions
- Exhibit D Contractor Intake Form
- Exhibit E Proposal Checklist
- Exhibit F Cost Sheet
- Exhibit G OSPI Americans with Disabilities Act Compliance: Graphics and Colors
- Exhibit H ELL Subject Matter Certificate Course Outline
- Exhibit I Special Education Subject Matter Certificate Course Outline
- Exhibit J Paraeducator Pilot Grant

**EXHIBIT A  
CERTIFICATION AND ASSURANCES**

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

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

1. Bidder declares that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, Bidder may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of sixty (60) days following receipt, and it may be accepted by PESB/OSPI without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the sixty- (60-) day period.
4. In preparing this proposal, Bidder has not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. Bidder understands that PESB/OSPI will not reimburse Bidder for any costs incurred in the preparation of this proposal. All proposals become the property of PESB/OSPI, and Bidder claims no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor.
7. Bidder agrees that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, Bidder has described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. Bidder grants PESB the right to contact references and others, who may have pertinent information regarding the Bidder's prior experience and ability to perform the services contemplated in this procurement.
10. Bidder acknowledges that if awarded a contract with PESB/OSPI, Bidder is required to comply with all applicable state and federal civil rights and other laws. Failure to comply

may result in Contract termination. Bidder agrees to submit additional information about its nondiscrimination policies, at any time, if requested by PESB/OSPI.

11. Bidder certifies that Bidder has not, within the three-year period immediately preceding the date of release of this competitive solicitation, been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment to have willfully violated state minimum wage laws (RCW 49.38.082; Chapters 49.46 RCW, 49.48 RCW, or 49.52 RCW).
12. Bidder has not been debarred or otherwise restricted from participating in any public contracts.
13. Bidder certifies that Bidder has not willfully violated Washington State's wage payment laws within the last three years.
14. Bidder acknowledges its obligation to notify PESB/OSPI of any changes in the certifications and assurances above.

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

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<b>Signature of Bidder</b>	<b>Date</b>	<b>Place Signed (City, State)</b>
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<b>Print Name</b>	<b>Title</b>	<b>Organization Name</b>
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**EXHIBIT B  
SAMPLE CONTRACT**

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

between

**PROFESSIONAL EDUCATORS STANDARDS BOARD  
SUPERINTENDENT OF PUBLIC INSTRUCTION,  
STATE OF WASHINGTON**

(hereinafter referred to as PESB)  
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, PESB and Contractor do mutually agree as follows:

**I. DUTIES OF THE CONTRACTOR**

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

[A brief description of the agreed upon services will be included here.]

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

[A description of 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 will be included here.]

As included in the PESB's Request for Proposals attached as Attachment B, and the Contractor's proposal attached as Attachment 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:

[Deliverables may be listed here.]

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

**II. CONDITIONS OF COMMENCEMENT OF PERFORMANCE  
AND  
SCHEDULE OF PERFORMANCE**

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

[start date], or date of execution, whichever is later, through [end date].

**III. DUTIES OF THE SUPERINTENDENT**

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

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

*[Optional clause]* 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 may be included here.]

Invoice(s) will be paid only after approval by the PESB's designee and Agency Financial Services, OSPI. The invoice shall include an original signature, the contract number, and document to the PESB's designee's satisfaction a description of the work performed and payment requested. Within approximately thirty (30) working days of the PESB'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 \$ [redacted]. 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 \$ [redacted]. Contractor must submit receipts or other documentation.

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

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

#### IV. 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 PESB 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 PESB and Contractor shall negotiate any revision of additional services or goals beyond those encompassed in the previous contract.

#### V. CONTRACT MANAGEMENT

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

PESB	Contractor
[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]

**VI. INCORPORATION OF ATTACHMENTS AND ORDER OF PRECEDENCE**

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

- Applicable Federal and state of Washington statutes and regulations
- Special Terms and Conditions as contained in this basic contract instrument
- Attachment A – Contract for Services, General Terms and Conditions
- Attachment B – Request for Proposals 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.

**VII. 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 C**  
**GENERAL TERMS AND CONDITIONS**

**PROFESSIONAL EDUCATOR STANDARDS BOARD (PESB)**

1. **Access to Data.** In compliance with Chapter 39.26 RCW, the Contractor shall provide access to data generated under this Contract to the PESB, 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 PESB.
5. **Assurances.** The PESB and the Contractor agree that all activity pursuant to this Contract will be in accordance with all applicable current federal, state and local laws, rules and regulations.
6. **Attorney's Fees.** In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.
7. **Audit Requirements.** If the Contractor is a Subrecipient of federal awards as defined by the Office of Management and Budget (OMB) CFR, Part 200, Subpart F, and expends seven hundred and fifty thousand dollars (\$750,000) or more in federal awards (does not apply to contracts for goods and services) from all federal sources in any fiscal year beginning on or after December 26, 2014, the Contractor shall procure at their expense a single or program-specific audit for that year. The Contractor shall incorporate OMB CFR, Part 200, Subpart F audit requirements into all contracts between the Contractor and its Subcontractors who are Subrecipients of federal awards. The Contractor shall comply with any future amendments to OMB and any successor or replacement Circular or regulation.
8. **Budget Revisions.** Any monetary amount budgeted by the terms of this Contract for various activities and line item objects of expenditure may be revised without prior written approval of PESB, 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 PESB.
9. **Certification Regarding Debarment, Suspension, and Ineligibility.** The Contractor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, or voluntarily excluded from participation in transactions by any federal department or

agency. The Contractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, proposed for debarment, or voluntarily excluded from participation in covered transactions by any federal department or agency. "Covered transactions" include procurement contracts for goods that are expected to equal or exceed twenty-five thousand dollars (\$25,000). Contractor may do so by obtaining a certification statement from the potential subcontractor or subrecipient or by checking online at the System for Award Management (SAM), Excluded Parties List. The Contractor shall immediately notify the Superintendent/PESB if, during the term of this contract, Contractor becomes debarred. The Superintendent may immediately terminate this Contract by providing Contractor written notice if Contractor becomes debarred during the term of this Contract.

The Contractor also certifies that neither it nor its principals are debarred, suspended, or proposed for debarment from participation in transactions by any state department or agency. The Contractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, or proposed for debarment from participation in covered transactions by any state department or agency.

**10. Certification Regarding Lobbying.** The Contractor certifies that Federal-appropriated funds will not be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Contractor shall require its subcontractors to certify compliance with this provision.

**11. Certification Regarding Wage Violations.** The Contractor certifies that within three (3) years prior to the date of execution of this Contract, Contractor has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52.

The Contractor further certifies that it will remain in compliance with these requirements during the term of this Contract. Contractor will immediately notify the Superintendent of any finding of a willful violation entered by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction entered during the term of this Contract.

**12. Change in Status.** In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Contractor, Contractor agrees to notify PESB of the change. Contractor shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.

**13. Confidentiality.** The Contractor acknowledges that all of the data, material and information which originates from this Contract, and any student assessment data, material and information which will come into its possession in connection with performance under this Contract, consists of confidential data owned by PESB 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.

14. **Copyright Provisions.** Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and copyright shall be owned by the PESB. The PESB 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 PESB effective from the moment of creation of such Materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Copyright ownership includes the right to patent, register and the ability to transfer these rights.

Contractor understands that, except where otherwise agreed to in writing or approved by the PESB or designee, all original works of authorship produced under this Contract shall carry a [Creative Commons Attribution License](#), version 4.0 or later.

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

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

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

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

15. **Covenant Against Contingent Fees.** The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Contractor for the purpose of securing business. The PESB shall have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fees.

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

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

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

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

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

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

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



or reduced by any actual or alleged concurrent negligence by PESB 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 PESB and its agents, employees, or officials.

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

**23. Insurance.**

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

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

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

by the Contractor pursuant to the indemnity may be deducted from any payments owed by PESB to the Contractor for the performance of this contract.

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

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

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

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

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

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

- a. **Additional Insured.** The State of Washington, Professional Educator Standards Board, shall be specifically named as an additional insured on all policies except for liability insurance on privately-owned vehicles, and all policies shall be primary to any other valid and collectible insurance. The Superintendent may waive this requirement at its discretion. Policies and certificates of insurance shall include the contract reference number.
- b. **Proof of Insurance.** Certificates and or evidence satisfactory to PESB confirming the existence, terms and conditions of all insurance required above shall be delivered to PESB 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 PESB option. By requiring insurance herein, PESB 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 PESB in this Contract.

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

24. **Licensing and Accreditation Standards.** The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary to the performance of this Contract.
25. **Limitation of Authority.** Only PESB or the PESB'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 of any clause or condition of this contract is not effective or binding unless made in writing and signed by PESB or the PESB's delegate.
26. **Non-Discrimination.** The Contractor shall comply with all the federal and state non-discrimination laws, regulations and policies, which are otherwise applicable to the PESB. Accordingly, no person shall, on the ground of sex, race, creed, religion, color, national origin, marital status, families with children, age, veteran or military status, sexual orientation, gender expression, gender identity, disability, or the use of a trained dog guide or service animal, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed by the Contractor and its agents under this Contract. The Contractor shall notify the PESB immediately of any allegations, claims, disputes, or challenges made against it under non-discrimination laws, regulations, or policies, or under the Americans with Disabilities Act. In the event of the Contractor's noncompliance or refusal to comply with this nondiscrimination provision, this Contract may be rescinded, cancelled or terminated in whole or part, and the Contractor may be declared ineligible for further contracts with the PESB.
27. **Overpayments.** Contractor shall refund to Superintendent the full amount of any overpayment under this contract within thirty (30) calendar days of written notice. If Contractor fails to make a prompt refund, Superintendent may charge Contractor one percent (1%) per month on the amount due until paid in full.
28. **Payments.** No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the Superintendent. All payments to the Contractor are conditioned upon (1) Contractor's submission of a properly executed and supported voucher for payment, including such supporting documentation of performance and supporting documentation of costs incurred or paid, or both as is otherwise provided for in the body of this contract under Duties of PESB and Superintendent, and (2) Acceptance and certification by PESB or designee of satisfactory performance by the Contractor.

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

29. **Public Disclosure.** Contractor acknowledges that PESB is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and that this Contract shall be a public record as defined in RCW 42.56. Any specific information that is claimed by the Contractor to be confidential or proprietary must be clearly identified as such by the Contractor. To the extent consistent with chapter 42.56 RCW, PESB shall maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view the Contractor's information, PESB 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, PESB will release the requested information on the date specified.
30. **Publicity.** The Contractor agrees to submit to PESB all advertising and publicity matters relating to this Contract which in PESB's judgment, PESB'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 PESB.
31. **Records Maintenance.** The Contractor shall maintain all books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by PESB, personnel duly authorized by PESB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.  
  
If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
32. **Registration with Department of Revenue.** The Contractor shall complete registration with the Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.
33. **Right of Inspection.** The Contractor shall provide right of access to its facilities to PESB 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 PESB. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Contractor's business or work hereunder.
34. **Severability.** The provisions of this Contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

35. **Site Security.** While on Superintendent/PESB premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.
36. **Subcontracting.** Neither the Contractor nor any subcontractor shall enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written approval of PESB. In no event shall the existence of the subcontract operate to release or reduce liability of the Contractor to the PESB 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.
37. **Taxes.** All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.
38. **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.
39. **Termination for Default.** In the event PESB determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, the Superintendent has the right to suspend or terminate this Contract. The Superintendent shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) days, the Contract may be terminated. The Superintendent reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the Superintendent to terminate the Contract. In the event of termination, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. The termination shall be deemed to be a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the Superintendent provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.
40. **Termination Due to Funding Limitations or Contract Renegotiation, Suspension.** In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion of this Contract, with the notice specified below and without liability for damages:
- a. At Superintendent's discretion, the Superintendent may give written notice of intent to renegotiate the Contract under the revised funding conditions.
  - b. At Superintendent's discretion, the Superintendent may give written notice to Contractor to suspend performance when Superintendent determines there is reasonable likelihood

that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed.

- (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
  - (2) When Superintendent determines that the funding insufficiency is resolved, it will give the Contractor written notice to resume performance, and Contractor shall resume performance.
  - (3) Upon the receipt of notice under b. (2), if Contractor is unable to resume performance of this Contract or if the Contractor's proposed resumption date is not acceptable to Superintendent and an acceptable date cannot be negotiated, Superintendent may terminate the Contract by giving written notice to the Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. Superintendent shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.
- c. Superintendent may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. Superintendent shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to Superintendent in the event the termination option in this section is exercised.
- d. For purposes of this section, "written notice" may include email.

**41. Termination Procedure.** Upon termination of this Contract PESB, in addition to other rights provided in this contract, may require the Contractor to deliver to PESB 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 PESB and the amount agreed upon by the Contractor and PESB 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 PESB, and (d) the protection and preservation of the property, unless the termination is for default, in which case the PESB 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 PESB determines to be necessary to protect the PESB against potential loss or liability.

The rights and remedies of the PESB 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 PESB, the Contractor shall:

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

- b. Place no further orders or subcontractors for materials, services or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- c. Assign to PESB, in the manner, at the times, and to the extent directed by PESB, all rights, title, and interest of the Contractor under the orders and subcontracts in which case PESB 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 PESB to the extent PESB may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the PESB 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 PESB;
- 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 PESB 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.

42. **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 PESB shall vest in PESB, except for supplies consumed in performing this contract. The Contractor shall (1) maintain a current inventory of all the real and personal property; (2) label all the property "State of Washington, Professional Educators Standards Board"; and, (3) surrender property and title to the PESB without charge prior to settlement upon completion, termination or cancellation of this Agreement.

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

The Contractor shall be responsible for any loss or damage to property of PESB 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 PESB 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.

43. **Waiver.** A failure by either part to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this agreement. Waiver of any default or breach shall not be deemed to be

a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the parties.



**EXHIBIT D  
CONTRACTOR INTAKE FORM**

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

<http://www.k12.wa.us/RFP/default.aspx>

## EXHIBIT E APPLICATION PACKAGE CHECKLIST

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

Included in Proposal	Component
<input type="checkbox"/>	Letter of Submittal
<input type="checkbox"/>	Technical Proposal
<input type="checkbox"/>	Management Proposal
<input type="checkbox"/>	Examples of previous reports/products from similar contracts in past five years
<input type="checkbox"/>	References
<input type="checkbox"/>	Cost Proposal including Exhibit F – Cost Sheet
<input type="checkbox"/>	Certifications and Assurances
<input type="checkbox"/>	Contractor Intake Form
<input type="checkbox"/>	Washington State Business License, if applicable (see Contractor Intake Form)
<input type="checkbox"/>	Small Business Self-Certification, if applicable (see Contractor Intake Form)

## **EXHIBIT F COST SHEET**

This exhibit is available as a separate downloadable document on:

OSPI's contract website: <http://www.k12.wa.us/RFP/default.aspx>

or

Washington Electronic Business Solution (WEBS) Procurement website:  
<https://fortress.wa.gov/ga/webs/>

**EXHIBIT G**  
**OSPI AMERICANS WITH DISABILITIES ACT COMPLIANCE:**  
**GRAPHICS AND COLORS**

This exhibit is available as a separate downloadable document on:

OSPI's contract website: <http://www.k12.wa.us/RFP/default.aspx>

or

Washington Electronic Business Solution (WEBS) Procurement website:  
<https://fortress.wa.gov/ga/webs/>

## **EXHIBIT H**

### **ELL SUBJECT MATTER CERTIFICATE COURSE OUTLINE**

The ELL Subject Matter Certificate Course Outline, approved by the Paraeducator Board on March 14, 2018, is available for providers to utilize towards the creation and facilitation of ELL professional development training for paraeducators. The course outline aligns with the standards of practice for ELL paraeducators listed on [PESBs ELL Subject Matter Certificate webpage](#). Additionally, the hours listed for each module are the minimum number to be allocated for the module topic.

#### **Introductory Module: Defining the Role of the ELL Paraeducator: at start of employment (minimum 1 hour)**

- Review the ELL Standards of Practice
- Define the roles and responsibilities of an ELL paraeducator
- Define your district's approach to ELL instruction
- Define the ELL cultures and populations served by your school district
- Define the district policies and procedures that affect ELL students in classrooms
- Understand the ethical and legal responsibilities of an ELL Paraeducator
- Identify an ELL paraeducator's role in collaboration with school staff, parents, caregivers, and service providers
- Define culturally responsive communication
- Knowledge of cultural awareness/cultural competencies

#### **Module 1: English Language Learners and the Law (3 hours)**

- Awareness of the basics of federal and state laws and how they apply to ELLs:
  - Brown vs Board of Education (1954)
  - Title VI of the Civil Rights Act of 1964
  - Bilingual Education Act (1968)
  - Equal Opportunities Education Act (1974)
  - Lau v Nichols (1974)
  - Castañeda v Pickard (1981)
  - Plyler v Doe: Immigrant Students' Rights To Attend Public Schools (1982)
  - Chapter 28A.180 RCW -Transitional bilingual instruction program
  - Chapter 392-160 WAC special service program —transitional bilingual 3920-005
  - Individuals with Disabilities Education Act (IDEA, 2004)
  - Every Student Succeeds Act (ESSA, 2015)
- Understand ELL eligibility, home language survey, services, waivers, retesting for services, and exit criteria
- Understand the right to access to interpretation / translation services for ELLs and their families
- Understand state and districtwide assessments and how they affect ELL students (e.g., newcomers and SBA ELA participation, ELPA21, students that qualify for WIDA Alt-Access, district specific requirements for district wide assessments)
- Define the role and responsibility in relationship with dually qualified students (e.g., ELL students also eligible for special education and/or gifted).

*Resources:*

The U.S. Department of Education's Office for Civil Rights (OCR) ensures equal access to education through enforcement of federal civil rights laws on behalf of ELL students. Information about OCR, its compliance reviews of school districts, and Know Your Rights materials can be found at <http://www2.ed.gov/about/offices/list/ocr/index.html>.

**Module 2: Cultural Competence (minimum 4 hours)**

*Module Overview:*

Cultural competence is having an awareness of one's own cultural identity and views about difference, as well as the ability to learn and build on the varying cultural and community norms of students and their families. It is the ability to understand the within-group differences that make each student unique, while celebrating the between-group variations that make our country a tapestry. This understanding informs and expands educational practices in the culturally responsive classroom. In this module, paraeducators will delve deeply into their own perceptions of cultural competence, learn specific ways to build authentic relationships with every student and to assist in creating classrooms that encourage the gifts and contributions that culturally diverse students bring.

*Learning Components and Outcomes:*

1. Understanding Culture (1 hour)
  - Provide a definition of culturally and linguistically inclusive learning environment.
  - Provide opportunities for participants to self-reflect and examine their own culture and language.
  - Describe strategies to interact with individuals from diverse backgrounds.
  - Develop an awareness of the philosophy of treating people fairly, equitably, and thoughtfully.
2. Culture and Privilege (1 hour)
  - Explore language and culture and the issues of power, privilege, and social justice.
  - Develop an awareness of language and culture-related privilege and dis-privilege and the dynamics of difference.
  - Examine personal bias and its impact on creating a culturally and linguistically inclusive learning environment.
3. Our Cultural Community (1 hour)
  - Provide an overview of the languages and cultures represented within the school district.
  - Describe school system differences between the home cultures and U.S. cultures and how that pertains to the educational needs of each cultural group.
  - Describe family dynamics, disability, and gender specific differences that may affect acculturation into the U.S. classroom.
  - Describe verbal and nonverbal cues.
  - Describe religious and cultural traditions, celebrations, holidays, and dietary preferences for each culture group.
4. Culture and the Classroom (1 hour)
  - Identify the characteristics of a culturally and linguistically inclusive classroom.
  - Identify effective ways to resolve conflicts among people whose culture and values differ from their own, as well as, from one another.

- Provide strategies to understand their own perceptions through the filter of their own cultural and linguistic background.
- Explain ways and strategies to support the classroom teacher in implementing culturally and linguistically representative practices and strategies.

### **Module 3: Effective Communication with Culturally and Linguistically Diverse Students and Families (could add as subset of Module 2; minimum 6 hours)**

#### *Module Overview:*

This module provides participants with an understanding of culturally responsive strategies to support effective communication and instruction for the success of ELL students and their families.

#### *Learning Components and Outcomes*

- Explain the interrelationship between language and culture and its effects on teaching and learning.
- Describe and demonstrate application of strategies which incorporate cultural and linguistic diversity to ensure equity in all aspects of teaching and learning using appropriate verbal, non-verbal, and written communication.
- Explain the diversity within the English language learner population (e.g., immigrant, migrant, refugee, and those born in the United States) and the impact of immigration status, socioeconomic status, race, religion, class, national origin, disability, gender, and sexual orientation on student learning.
- Explain the importance of providing ongoing, timely, meaningful, culturally relevant, and age appropriate feedback.
- Provide strategies for fostering culturally respectful communication with students, families, colleagues, and community.

#### **RESOURCES:**

WA Competencies for English Language Learner Endorsement

### **Module 4: Foundations for Language Acquisition (2 hours)**

#### *Module Overview:*

Knowledge of language proficiencies and language acquisition is essential to understanding and being able to support differentiated instruction for English Language Learners. A working knowledge of the adopted English language proficiency standards and their accompanying language proficiency level descriptors will provide paraeducators with a foundation from which they can most effectively support classroom instruction for English Language Learners.

#### *Learning Components and Objectives:*

- Explain language registers and the differences between social and academic language.
- Explain the different stages of language acquisition and provide examples of what that looks like at each level.
- Describe and provide strategies for using Washington State's approved English Language Proficiency Standards in conjunction with Common Core State Standards and Next Generation Science Standards, in order to scaffold and differentiate instruction, and assess language development for ELLs.

## **Module 5: ELL Instruction and Strategies (Minimum 4 hours)**

### *Module Overview:*

This module builds on the knowledge from Module 4 to support language development and differentiated instruction for English Language Learners in content areas. Paraeducators will understand and be able to apply effective ELL strategies to address the diverse needs of ELL students

### *Learning Components and Objectives:*

#### *A. Support a Positive and Safe Learning Environment for English Language Learners*

- Explain and describe the enrollment process for the district and school
- Identify and explain access to resources at the district and building level to support ELL students and families (i.e. instructional resources, after school programs, family centers, individual instruction options)
- Identify strategies to determine individual student's previous knowledge and experience, and support home language development

#### *B. Instructional Strategies*

- Identify evidence (researched) based strategies to engage ELL students in meaningful academic conversations to promote English language development
- Explain and model how a paraeducator can assist with the differentiating of ELL strategies that correspond to ELP levels.
- Identify and instruct how to apply linguistically and culturally responsive strategies to support student learning goals in a variety of settings.
- Explain and demonstrate how to use student's previous knowledge and experience in order to create appropriate culturally responsive strategies to support individual student needs.

#### *C. Community Cultural Competence*

- Explore demographics and data within the educational context and identify the assets and needs brought from the community into the learning environment.
- Demonstrate through local scenarios or other case studies how cultural identity and language can impact learning experience.



# EXHIBIT I

## SPECIAL EDUCATION SUBJECT MATTER CERTIFICATE COURSE OUTLINE

The Special Education Subject Matter Certificate Course Outline, approved by the Paraeducator Board on March 14, 2018, is available for providers to utilize towards the creation and facilitation of Special Education professional development training for paraeducators. The course outline aligns with the standards of practice for Special Education paraeducators listed on [PESBs Special Education Subject Matter Certificate webpage](#). Additionally, the hours listed for each module are the minimum number to be allocated for the module topic.

### Module 1

#### 1.1: Laws and Regulations of Special Education (6 hours)

Module Overview: This course will provide the awareness of the fundamental purpose of IDEA to ensure all children with disabilities have available to them a free and appropriate public education that emphasizes special education and related services designed to meet their unique needs while working within the parameters of the laws.

#### *Learning Objectives:*

- Identify ethical issues related to protecting the dignity of each student, respecting individual rights and providing a safe environment for all learners.
  - Ethnic, cultural & language diversity included
- Introduction to state and federal special education laws
  - IDEA:
    - Historical impact, impact of legal decision & value of legislation
    - Part C and Part B
  - Section 504:
    - Referral to eligibility process
  - ADA
  - ESSA
- Identify common special education terminology and acronyms
  - IEP
  - FBA
  - BIP
  - LRE
  - FAPE
  - ABA
- Identify basic special education process
  - Referral, evaluation, IEP development, annual IEP reviews process
  - 3 prong eligibility criteria
  - Eligibility categories
  - IEP Components
- Identify definitions such as Least Restrictive Environment (LRE), Individual Education Program (IEP), 504 Plans, and the implications for paraeducators in relation to legal requirements, district policies and procedures, and contract provisions
- Identify Washington's special education requirement in general terms including definitions, qualification and service options.
  - Accommodations and modifications

- Assistive Technology and Augmentative Communication
- Health Plans
- Identify the legality of positive behavior supports as an instructional support system and how to support implementation of a behavior plan.
  - Describe federal, state, and district-specific laws and policies regarding interacting with students who are exhibiting challenging behavior (including but not limited to restraint and isolation).
  - Reporting requirements for restraint and isolation use.

## **Module 2**

### **2.1 Culturally Responsive Instructional Strategies and Supports for Students and Families (4 hours)**

Module Overview: Participants will explore their own identity and perspectives regarding culture and its possible impacts on student learning. They will also be given the opportunity through a variety of exercises to develop an understanding of culturally responsive strategies for not only supporting students and their families but delivering specially designed instruction for students receiving special education services.

#### *Learning Objectives:*

- Apply theories of culture, learning and development to better understand their own identity and bias in relation to students who are receiving special education services.
- Reflect and share how a Paraeducator can help positively shape the attitudes of others toward students who receive special education services.
- Identify practices and behavior that support high expectations and quality of life potential for students eligible for and receiving special education services
- Explore and discuss how the different aspects of diversity enhance opportunities for learning.
- Explore and identify how cultural biases and personal differences can impact working with students, families, and other team members.
- Discuss multiple scenarios and perspectives of the impact and concerns on culturally diverse families having children who receive special education services.

## **Module 3.1**

### **3.1 Behavioral Function (2 hours)**

This module provides an introduction to the science of behavior. Students with disabilities at times can engage in behaviors that can make it difficult to access learning. Paraeducators are often called on to help a child manage their behaviors and to self-regulate. Behaviors are a form of communication. Paraeducators will gain an understanding of how to identify the functions of behaviors and about developing appropriate responses.

#### *Learning Objectives:*

- Emphasize how all behaviors serve a purpose and should be treated as a form of communication, related to function.
- Identify the difference between a student's ability versus lack of motivation to complete a specific task
- Explain and show examples of the four functions of behavior: escape, attention, tangibles, and automatic/sensory.

- Identify the function of a behavior based on case studies across various learning environments
- Identify appropriate responses based on the function of the student's behavior

### **3.2: Consistency, Predictability, and Structure (3 hours)**

Module Overview: Students with disabilities often require predictable schedules and established routines. This module will help paraeducators learn how to carry out behavioral support systems, with particular focus on positive behavioral support systems, across settings in the school environment.

#### *Learning Objectives:*

- Describe how established routines and schedules, as directed by certificated staff, can impact student behavior.
- Describe how antecedent events can contribute to the occurrence of both desired and interfering behaviors.
- Identify proactive strategies to support appropriate behavior, including focus on accommodations and/or modifications set forth in the IEP, such as visual supports, schedules, previewing and reviewing expectations, etc.
- Describe how structure can prevent challenging behaviors, including active teaching and reinforcement of behavioral expectations and norms.
- Understand the relationship of how positively stated expectations, various methods of motivation, and accompanying accommodations are used to reduce challenging behavior.

### **3.3: Basic Behavior Change Process (3 hours)**

This module provides paraeducators with strategies for use with students who exhibit interfering behaviors as defined by the certificated staff. Paraeducators will learn how to identify the components of behaviors (antecedent/behavior/consequence) and how to utilize effective strategies to help replace, redirect, and/or extinguish behaviors. These components will help shift the emphasis from punishment to positive behavioral supports.

#### *Learning Objectives:*

- Define and describe antecedents, behaviors and consequences.
- Define what makes a behavior observable and measurable and identify various examples.
- Describe strategies for preventing interfering behaviors including modifying the environment, adjusting instruction, providing opportunities to communicate and make choices, and supporting the student using visuals
- Share strategies to foster a student's functional independence to the greatest extent possible, such as prompt fading.
- Reflect on your own behavior and how it is impacting the student's behavior and the learning environment.

- Define the impact of mental health issues on learning and behavior and examine appropriate responses, as directed by certificated and/or licensed staff.

## **Module 4**

### **4.1: Effective Communication in Special Education (1 hour)**

This module discusses appropriate and effective communication with students receiving special education services, their families, and colleagues, including an understanding of confidentiality and ethics, and what information is appropriate to share with whom. In addition, participants will understand their role on the IEP team and how to effectively and appropriately participate in team meetings.

#### *Learning Objective:*

- Identify communication strategies for addressing concerns or issues regarding students eligible for and receiving special education and 504 services.
- Identify communication skills required for various settings including interacting with families and communities and how to protect student confidentiality and privacy
- Describe the paraeducator's responsibility in providing the educational team with relevant information concerning the student's progress, including what information is appropriate and with whom it should be shared.
- Identify issues communicated by student and families that must be forward to essential staff (nutrition, safety, health, mental health, social, etc.)
- Provide strategies for communicating with students, families, community, and staff in a positive and proactive manner.

### **4.2: Participating with Service Delivery Teams (1 hour)**

#### *Learning Objectives:*

- Describe the role as a paraeducator supporting the IEP team as determined by individual districts and in accordance with federal law
- Review and discuss examples of feedback that is relevant to the individual student and provides input to the IEP team
- Review and give examples of strategies used to seek, provide, and clarify information and feedback to staff in a daily work environment.
- Explain the importance of using data driven discussions; avoiding personal opinion, bias, and emotions

**EXHIBIT J**  
**PARAEDUCATOR PILOT GRANT**

This exhibit is available as a separate resource:

[PESB Paraeducator Pilot Grant: https://www.pesb.wa.gov/paraeducator-board/paraeducator-board-grant-programs/paraeducator-pilot-program/](https://www.pesb.wa.gov/paraeducator-board/paraeducator-board-grant-programs/paraeducator-pilot-program/)