

WASHINGTON STATE SCHOOL DIRECTORS' ASSOCIATION

REQUEST FOR PROPOSALS (RFP)

RFP NO. 2015-004

NOTE: *If you download this RFP from an agency website located at: www.wssda.org, you are responsible for sending your name, address, e-mail address, and telephone number to the RFP Coordinator in order for your organization to receive any RFP amendments or bidder questions/agency answers.*

PROJECT TITLE: WSSDA Executive Director Search Firms

PROPOSAL DUE DATE: **December 4, 2015** @ 4:30 p.m. Pacific Standard Time

E-mailed bids and faxed bids will not be accepted.

ESTIMATED TIME PERIOD FOR CONTRACT: **January 18, 2016 – August 30, 2016**

WSSDA reserves the right to extend the contract for up to one additional year at the sole discretion of WSSDA.

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 delivery by mail:
WSSDA RFP 2015-004,
221 College Street NE, Olympia, WA 98516

CONTENTS OF THE REQUEST FOR PROPOSALS:

1. Introduction
2. General Information for Consultants
3. Proposal Contents
4. Evaluation and Award
5. Exhibits
 - Certifications and Assurances
 - Sample Contract
 - General Terms and Conditions

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1. INTRODUCTION

1.1. PURPOSE AND BACKGROUND

The Washington State School Directors' Association (WSSDA) is initiating this Request for Proposals (RFP) to solicit proposals from full-service executive search companies to assist the WSSDA Board of Directors in offering an employment contract to an Executive Director.

WSSDA is made up of all 1,477 school board members from Washington State's 295 public school districts. WSSDA's mission is to provide leadership and advocacy, and empower our members with knowledge and skills to govern with excellence. Learn more at: <http://wssda.org/AboutUs.aspx>.

1.2. OBJECTIVES AND SCOPE OF WORK

This RFP constitutes a request for competitive proposals for services/products as described below. The scope of work for the proposed full-service executive search contract includes:

- Comprehensive and/or partnered search processes on behalf of WSSDA in seeking an Executive Director
- Provision of transition and support services to WSSDA from the beginning of the search through the contracting process.

1.3. MINIMUM QUALIFICATIONS

Minimum qualifications include:

- 1.3.1. Licensed to do business in the state of Washington.
- 1.3.2. Demonstrated executive search experience.

1.4. FUNDING

Any contract awarded as a result of this RFP is contingent upon the availability of funding. The Consultant shall provide their most favorable and competitive cost estimate to perform the work.

1.5. PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is **January 18, 2016** or date of execution, whichever is later, to **August 30, 2016**. WSSDA reserves the right to extend the contract for one additional year. Decisions to amend shall be based on sustained satisfactory performance as decided by WSSDA, successful completion of project objectives, and availability of funding.

Additional services appropriate to the original scope of this RFP, as determined by WSSDA, may be added to the resulting contract by a written amendment mutually agreed to and executed by WSSDA and the Consultant.

1.6. CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES

Specific restrictions apply to contracting with current or former state employees pursuant to Chapter 42.52 of the Revised Code of Washington. Proposers should familiarize themselves with the requirements prior to submitting a proposal that includes current or former state employees.

1.7. DEFINITIONS

Definitions for the purposes of this RFP include:

- 1.7.1. Apparent Successful Contractor – The consultant selected as the entity to perform the anticipated services, subject to completion of contract negotiations and execution of a written contract.
- 1.7.2. Consultant – Individual or company interested in the RFP and that may or does submit a proposal in order to attain a contract with WSSDA.
- 1.7.3. Contractor – Individual or company whose proposal has been accepted by WSSDA and is awarded a fully executed, written contract.
- 1.7.4. Proposal – A formal offer submitted in response to this solicitation.
- 1.7.5. Proposer – Individual or company that submits a proposal in order to attain a contract with WSSDA.
- 1.7.6. Request for Proposals (RFP) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the need at a given price.
- 1.7.7. RFP Coordinator – The RFP Coordinator is the sole point of contact in WSSDA for this procurement.
- 1.7.8. WSSDA – The Washington State School Directors' Association is an agency of the state of Washington. WSSDA is issuing this RFP.

1.8. AMERICANS WITH DISABILITIES ACT (ADA)

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

2. GENERAL INFORMATION FOR CONSULTANTS

2.1. RFP COORDINATOR

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

Name	Terri Eixenberger, Executive Assistant
Mailing Address	WSSDA 221 College Street NE Olympia, WA 98516
Physical Address for Delivery	Same as above
Phone Number	(360) 252-3002 or (800) 562-8927

Any other communication will be considered unofficial and non-binding on WSSDA. Consultants are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Consultant.

2.2. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Post Legal Notice	November 4, 2015 (two weeks prior to issuing RFP)
Issue Request for Proposals	November 18, 2015
Question & answer period	November 23 – November 24, 2015
Proposals due	December 4, 2015
Evaluate proposals	December 7 – December 11, 2015
Conduct oral interviews with finalists, if required	December 14 - 18, 2015
Announce "Apparent Successful Contractor" and send notification via fax or e-mail to unsuccessful proposers	December 21, 2015
Hold debriefing conferences (if requested)	December 22 – 23, 2016
Protest period	December 28 - 30, 2015
Protest review	January 4 - 5, 2016
Contract negotiation	January 11-15, 2016
Anticipated contract start date	January 18, 2016

WSSDA reserves the right to revise the above schedule.

2.3. SUBMISSIONS OF PROPOSALS

Consultants are required to submit the proposal via U.S. regular or certified mail. Two (2) hard copies with original signatures must be provided. The proposal must arrive at

WSSDA no later than **4:30 p.m., Pacific Standard Time, on December 4, 2015.**
The proposal is to be sent to the mailing address noted in Section 2.1.

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

2.4. PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Proposals submitted in response to this competitive procurement shall become the property of WSSDA. All proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed by the Acting Executive Director of WSSDA, or his/her Designee/Delegate, and the apparent successful Contractor; thereafter, the proposals shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW).

Any information in the proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of your document, must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Consultant is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right hand corner of the page. Marking the entire proposal exempt from disclosure or as Proprietary Information will not be honored.

Prices quoted in your proposal are not a trade secret.

If a public records request is made for the information that the Consultant has marked as "Proprietary Information," WSSDA will notify the Consultant of the request and of the date that the records will be released to the requester unless the Consultant obtains a court order enjoining that disclosure. If the Consultant fails to obtain the court order enjoining disclosure, WSSDA will release the requested information on the date specified. If a Consultant obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 42.56 RCW, or other state or federal law that provides for nondisclosure, WSSDA shall maintain the confidentiality of the Consultant's information per the court order.

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

2.5. REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided via e-mail, to all individuals, who have made the RFP Coordinator aware of their interest. Addenda will also be published on www.wssda.org. For this purpose, the published questions and answers and any other pertinent information shall be provided as an addendum to the RFP and will be placed on the website.

If you downloaded this RFP from WSSDA website located at: www.wssda.org, you are responsible for sending your name, e-mail address, and telephone number to the RFP Coordinator in order for your organization to receive any RFP addenda.

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

2.6. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

In accordance with Chapter 39.19 RCW, the state of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. However, no preference will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award and proposals will not be rejected or considered non-responsive on that basis.

The established annual procurement participation goals for MBE is 10% and for WBE, 4%, for this type of project. These goals are voluntary. For information on certified firms, consultants may contact OMWBE at (360) 753-9693 or <http://www.omwbe.wa.gov>.

2.7. ACCEPTANCE PERIOD

Proposals must provide at least 30 days for acceptance by WSSDA from the due date for receipt of proposals.

2.8. RESPONSIVENESS

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

WSSDA also reserves the right at its sole discretion to waive minor administrative irregularities.

2.9. MOST FAVORABLE TERMS

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

The Apparent Successful Contractor should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the Consultant's proposal. It is understood that the proposal

will become a part of the official procurement file on this matter without obligation to WSSDA.

2.10. CONTRACT AND GENERAL TERMS & CONDITIONS

The apparent successful contractor will be expected to enter into a contract which is substantially the same as the sample contract and its general terms and conditions attached as Exhibits B and C. In no event is a Consultant to submit its own standard contract terms and conditions in response to this solicitation. The Consultant may submit exceptions as allowed in the Certifications and Assurances form, Exhibit A to this solicitation. All exceptions to the contract terms and conditions must be submitted as an attachment to Exhibit A, Certifications and Assurances form. WSSDA will review requested exceptions and accept or reject the same at its sole discretion.

2.11. COSTS TO PROPOSE

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

2.12. NO OBLIGATION TO CONTRACT

This RFP does not obligate WSSDA to contract for services specified herein.

2.13. REJECTION OF PROPOSALS

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

2.14. COMMITMENT OF FUNDS

The Acting Executive Director or Executive Director of WSSDA, or his/her delegate/designee, are the only individuals who may legally commit WSSDA to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.15. INSURANCE COVERAGE

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

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

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

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

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

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

2.16. WORKERS’ COMPENSATION COVERAGE

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

3. PROPOSAL CONTENTS

Proposals must be written in English and submitted on eight and one-half by eleven inch (8 ½" x 11") paper with tabs separating the major sections of the proposal. The Letter of Submittal, excluding the signed attachments, shall be a maximum of two pages. The four major sections of the proposal are to be submitted in the order noted below:

- **Letter of Submittal, plus signed**
 - Certifications and Assurances (Exhibit A to this RFP)
 - Sample Contract with General Terms and Conditions incorporated by reference (Exhibits B and C to this RFP)
- **Technical Proposal**
- **Management Proposal**
- **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 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.

3.1. LETTER OF SUBMITTAL (MANDATORY)

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

Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Consultant and any proposed subcontractors:

- 3.1.1. Name, address, principal place of business, telephone and fax numbers, and e-mail address of legal entity or individual with whom contract would be written.
- 3.1.2. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).
- 3.1.3. Location of the facility from which the Consultant would operate.
- 3.1.4. Legal status of the Consultant (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
- 3.1.5. Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue. If the Consultant does not have a UBI number, the Consultant must state that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Contractor.

3.1.6. Identify any state employees or former state employees employed or on the firm's governing board as of the date of the proposal. Include their position and responsibilities within the Consultant's organization. If following a review of this information, it is determined by WSSDA that a conflict of interest exists, the Consultant may be disqualified from further consideration for the award of a contract.

3.1.7. A detailed list of all materials and enclosures included in the Proposal.

3.2. EXECUTIVE SUMMARY (MANDATORY)

Include an executive summary providing a condensed overview of the contents of the Proposal demonstrating an understanding of the executive search services to be performed.

3.3. PREVIOUS CONTRACT HISTORY (MANDATORY)

Consultant will submit information associated with any contract termination action taken against the Consultant, or any proposed subcontractor, during the past three years. All such instances must be described per the guidelines below.

- Consultant must submit full details of all terminations for default experienced by the Consultant during the past three years, including the other party's name, address and telephone number. The response to this subsection must present the Consultant's position on the matter.
 - Termination for default is defined as notice to stop performance due to Contractor's nonperformance or poor performance.
 - If no such terminations for default have been experienced in the past three years, so declare.
- If at any time during the past three years, the Consultant has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, which termination occurred before completion of all obligations under the initial contract provisions, describe fully all such terminations including the name and address of the other contracting party and the circumstances surrounding the termination.
 - If no such early terminations have occurred in the past three years, so declare.

3.4. TECHNICAL PROPOSAL (SCORED)

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

- A. **Project Approach/Methodology** – Include a complete description of the Consultant's proposed approach and methodology for the providing executive search services for the Washington State School Directors' Association.

- B. **Legal Compliance** – Identify state and federal laws applicable to Consultant’s Executive Director Search process and the ways in which Consultant ensures compliance with such laws.
- C. **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.
- D. **Deliverables** – Fully describe deliverables to be submitted under the proposed contract.
- 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 WSSDA. Please note: Mere repetition of the Scope of Work will not be considered responsive.
- F. **Risks** – Define potential risks you identify as being significant to the success of the project. Include how you propose to effectively monitor and manage these risks.

3.5. MANAGEMENT PROPOSAL (SCORED)

3.5.1. Project Management

- 3.5.1.1. **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. Include who within the firm will have prime responsibility and final authority for the work.
- 3.5.1.2. **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. 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 WSSDA.
- 3.5.1.3. **Staff Roles and Responsibilities** – Identify roles of each person identified above in Staff Qualifications/Experience.

3.6. EXPERIENCE OF THE CONSULTANT (SCORED)

- 3.6.1. Indicate the experience the Consultant and any subcontractors have in the following areas associated with:
 - 3.6.1.1. Executive search for state agencies and/or non-profit K-12 entities
- 3.6.2. Indicate other relevant experience.
- 3.6.3. Include a list of contracts the Consultant has had during the last five years that relate to the Consultant’s ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses.

3.7. REFERENCES (MANDATORY)

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three (3) business references for the Consultant. Do not include current WSSDA staff as references. By submitting a proposal in response to this Work Request, the vendor and team members grant permission to WSSDA to contact these references and others, who from WSSDA's perspective, may have pertinent information. WSSDA may or may not, at its discretion, contact references. WSSDA may evaluate references at WSSDA's discretion.

3.8. OMWBE CERTIFICATION (OPTIONAL AND NOT SCORED)

Include proof of certification issued by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) if certified minority-owned firm and/or women-owned firm(s) will be participating on this project. For information: <http://www.omwbe.wa.gov>.

3.9. COST PROPOSAL (SCORED)

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

3.10. IDENTIFICATION OF COSTS (SCORED)

Identify all costs in U.S. dollars including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. The Consultant is to submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Consultants are required to collect and pay Washington state sales and use taxes, as applicable.

3.11. USE

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.

3.12. COMPUTATION

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

4. EVALUATION AND CONTRACT AWARD

4.1. EVALUATION PROCEDURE

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

The RFP Coordinator may contact the Consultant for clarification of any portion of the Consultant's proposal.

4.2. EVALUATION WEIGHTING AND SCORING

WSSDA reserves the right to award the contract to the Consultant whose proposal is deemed to be in the best interest of WSSDA.

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

Proposal Scoring Sheet

RFP #: _____
Title: _____
Reviewer: _____

Reviewers rate each category 1-5

5 = exceptional, 4 = outstanding, 3 = good, 2 = needs improvement, 1 = weak

Technical Proposal (30 possible points)

Points

Project Approach/Methodology
Legal Compliance
Work Plan
Deliverables
Outcomes and Performance Measurement
Risks

Comments:

Management Proposal (15 possible points)

Points

Project Team Structure/Internal Controls
Staff Qualifications/Experience
Staff Roles and Responsibilities

Comments:

Experience of the Consultant (15 possible points)*Points*

Executive search

Other relevant experience

List of contracts

Comments:

Cost of Services (5 possible points)

Overall cost

Perceived value for cost on the 5 point scale noted above

\$

4.3. ORAL PRESENTATIONS MAY BE REQUIRED

WSSDA may after evaluating the written proposals elect to schedule oral presentations of the finalists. Should oral presentations become necessary, WSSDA will contact the top-scoring firm(s) from the written evaluation to schedule a date, time and location. Commitments made by the Consultant at the oral interview, if any, will be considered binding.

The scores from the cost proposal, written evaluation and the oral presentation combined together will determine the apparent successful contractor.

4.4. NOTIFICATION TO PROPOSERS

WSSDA will notify the Apparently Successful Contractor of their selection in writing upon completion of the evaluation process. Individuals or firms whose proposals were not selected for further negotiation or award will be notified separately by e-mail.

4.5. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Any Consultant who has submitted a proposal and been notified that they were not selected for contract award may request a debriefing. Debriefing requests must be received by the RFP Coordinator no later than 4:30 PM, local time, in Olympia, Washington on the third business day following the transmittal of the Unsuccessful Consultant Notification. The debriefing must be held within three (3) business days of the request.

Discussion at the debriefing conference will be limited to the following:

- Evaluation and scoring of the firm's proposal;
- Critique of the proposal based on the evaluation;
- Review of proposer's final score in comparison with other final scores without identifying the other firms.

Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

4.6. PROTEST PROCEDURE

Protests may be made only by Consultants who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Consultant is allowed three (3) business days to file a protest of the acquisition with the RFP Coordinator. Protests must be received by the RFP Coordinator no later than 4:30 PM, local time, in Olympia, Washington on the third business day following the debriefing. Protests may be submitted by e-mail or facsimile, but must then be followed by the document with an original signature.

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, addressed to the RFP Coordinator, and signed by the protesting party or an authorized Agent. The protest must state the RFP number, the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included.

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 an evaluator;
- Errors in computing the score;
- Non-compliance with procedures described in the procurement document or WSSDA policy.

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

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

In the event a protest may affect the interest of another Consultant that also 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 WSSDA's action; or
- Find only technical or harmless errors in WSSDA's acquisition process and determine WSSDA's to be in substantial compliance and reject the protest; or

- Find merit in the protest and provide WSSDA options which may include:
 - Correct the errors and re-evaluate all proposals, and/or
 - Reissue the solicitation document and begin a new process, or
 - Make other findings and determine other courses of action as appropriate.

5. RFP EXHIBITS

EXHIBIT A – CERTIFICATIONS AND ASSURANCES

EXHIBIT B – SAMPLE CONTRACT AND GENERAL TERMS AND CONDITIONS

EXHIBIT C – GENERAL TERMS AND CONDITIONS (GT&CS)

6. EXHIBIT A: CERTIFICATIONS AND ASSURANCES

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

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 40 days following receipt, and it may be accepted by WSSDA without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 40-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. If there are exceptions to these assurances, I/we have described them in full detail on a separate page attached to this document.
5. I/we understand that WSSDA will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of WSSDA, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly, to any other Proposer or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. I/we grant WSSDA the right to contact references and other, who may have pertinent information regarding the ability of the Consultant and the lead staff person to perform the services contemplated by this RFP.
10. If any staff member(s) who will perform work on this contract has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached page.

We (circle one) **are / are not** submitting proposed Contract exceptions. (See Section 2.10, Contract and General Terms and Conditions.) If Contract exceptions are being submitted, I/we have attached them to this form.

On behalf of the Consultant submitting this proposal, my name below attests to the accuracy of the above statement.

Signature of Proposer

Title

Date

7. EXHIBIT B: SAMPLE CONTRACT FOR SERVICES

**BETWEEN
THE WASHINGTON STATE SCHOOL DIRECTORS' ASSOCIATION
AND
<INSERT CONTRACTOR'S NAME>**

This Contract is made and entered into by and between The Washington State School Directors' Association, hereinafter referred to as "WSSDA", and the below named firm, hereinafter referred to as "CONTRACTOR,"

PURPOSE

The purpose of this contract is for CONTRACTOR to provide full-service executive search services on behalf of WSSDA to select the next WSSDA Executive Director.

PERIOD OF PERFORMANCE

Subject to other contract provisions, the period of performance under this contract will be from _____ or date of execution, whichever is later, through _____, unless sooner terminated or extended as provided herein.

DUTIES OF CONTRACTOR:

The CONTRACTOR will provide services, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- Provide comprehensive executive search services to the Washington State School Directors' Association which include, but are not limited to:
 - Analyzing information about characteristics of the ideal WSSDA Executive Director based on comments from the WSSDA Board of Directors, WSSDA members attending the 2015 Annual Conference, and online responses.
 - Producing a job announcement that incorporates member responses;
 - Widely disseminating a job announcement in databases that would attract top candidates residing in and out of the state and through other methods of communication;
 - Engaging in recruitment efforts that include email, telephone and personal contacts with prospective candidates;
 - Collecting candidate information from those who complete the application process and sorting the applicant pool for viable candidates;
 - Conducting reference checks on the viable candidate pool;
 - Facilitating a screening committee that will sort the viable candidate pool to a group that will be narrowed for semi-finalist interviews;
 - Deriving an instrument to score the candidate application materials;
 - Facilitating the first round of interviews;
 - Producing a set of interview questions that can be used by the interview team;
 - Assisting the interview team with choosing finalists for executive board interview;

- Conducting a thorough reference check of all finalists; including criminal background, personal financial review and telephone checks with at least four professional references;
- Facilitating the executive board interview process through selection of an Executive Director;
- Assisting, as requested, in the negotiation of an employment contract with the new Executive Director.
- Provide WSSDA with detailed monthly invoices for services rendered, including date of service.

DUTIES OF WSSDA:

- WSSDA agrees to provide administrative support as needed for scheduling, communications and gathering of WSSDA member comments regarding characteristics of the ideal WSSDA Executive Director at the 2015 Annual Conference throughout the search process.
- WSSDA agrees to compensate CONTRACTOR within fifteen (15) business days of receiving CONTRACTOR'S monthly invoices as required above in Duties of CONTRACTOR.

Exhibit A, which is hereby incorporated by reference, contains the General Terms and Conditions governing work to be performed under this contract, the nature of the working relationship between WSSDA and the CONTRACTOR, and specific obligations of both parties.

COMPENSATION:

In consideration of satisfactory performance of the above-listed services, WSSDA agrees to pay CONTRACTOR

CONTRACT MANAGEMENT

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

CONTRACTOR Contract Manager	AGENCY Contract Manager
Enter Contract Manager's Name	Contract Manager
Enter Name of CONTRACTOR	Enter Name of AGENCY
Enter CONTRACTOR Address	Enter AGENCY Address
Enter City, State & Zip Code	Enter City, State & Zip Code
Phone : ()	Phone: ()
Fax: ()	Fax: ()
Email address:	Email address:

ASSURANCES

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

ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions as contained in this basic contract instrument
- Exhibit A – Sample Contract and General Terms and Conditions
- Exhibit B – Request for Proposals No. 2015-004.
- Exhibit C – Contractor’s Proposal dated _____

ENTIRE AGREEMENT

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

CONFORMANCE

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

APPROVAL

This contract shall be subject to the written approval of WSSDA’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.

THIS CONTRACT, consisting of _____ pages and _____ attachment(s), is executed by the persons signing below who warrant that they have the authority to execute the contract.

[CONTRACTOR’S NAME]

[AGENCY NAME]

Signature

Signature

Title

Date

Title

Date

8. EXHIBIT C: GENERAL TERMS AND CONDITIONS

DEFINITIONS - As used throughout this contract, the following terms shall have the meaning set forth below:

- A. "WSSDA" shall mean the Washington State School Directors' Association of the state of Washington, any division, section, office, unit or other entity of WSSDA, or any of the officers or other officials lawfully representing WSSDA Agency.
- B. "Agent" shall mean the Acting Executive Director or Executive Director, and/or the delegate authorized in writing to act on his/her behalf.
- C. "Contractor" shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the Contractor.
- D. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this contract under a separate contract with the Contractor or WSSDA. The terms "Subcontractor" and "Subcontractors" means Subcontractor(s) in any tier.
- E. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers. Personal Information includes "Protected Health Information" as set forth in 45 CFR § 164.50 as currently drafted and subsequently amended or revised and other information that may be exempt from disclosure to the public or other unauthorized persons under either Chapter 42.17 RCW or other state and federal statutes.

ACCESS TO DATA - In compliance with RCW 39.29.080, the Contractor shall provide access to data generated under this contract to AGENCY, the Joint Legislative Audit and Review Committee, and the state auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

Contractor agrees to make personal information covered under this agreement available to Agency for inspection or to amend the personal information. Contractor shall, as directed by Agency, incorporate any amendments to the personal information into all copies of such personal information maintained by the Contractor or its subcontractors.

ADVANCE PAYMENTS PROHIBITED - No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by WSSDA.

AMENDMENTS - This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

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.

ASSIGNMENT – Neither this Contract, nor shall any claim arising under this Contract, be transferred or assigned by the Contractor without prior written consent of WSSDA.

ATTORNEYS' 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.

CONFIDENTIALITY / SAFEGUARDING OF INFORMATION - The Contractor shall not use or disclose any information concerning WSSDA, or information which may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of WSSDA, or as may be required by law.

CONFLICT OF INTEREST - Notwithstanding any determination by the Executive Ethics Board or other tribunal, WSSDA may, in its sole discretion, by written notice to the Contractor terminate this contract if it is found after due notice and examination by the Agent that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Contractor in the procurement of, or performance under this contract.

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

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

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

1. The request for a dispute hearing must:

- Be in writing;
- State the disputed issue(s);

- State the relative positions of the parties;
 - State the contractor's name, address, and contract number; and
 - Be mailed to the agent and the other party's (respondent's) contract manager within 3 working days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both the agent and the requester within 5 working days.
 3. The Agent shall review the written statements and reply in writing to both parties within 10 working days. The Agent may extend this period if necessary by notifying the parties.
 4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

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

GOVERNING LAW - This contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

INDEMNIFICATION - To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless state, agencies of state and all officials, agents and employees of state, from and against all claims for injuries or death arising out of or resulting from the performance of the Contract. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractors' agents, employees, representatives, or any subcontractor or its employees.

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

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

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

INSURANCE *(if applicable)*

The CONTRACTOR shall provide insurance coverage as set out in this section (or as set forth in the Request for Proposals No. ____). The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any

negligent or intentional act or omission of the CONTRACTOR or subcontract, or agents of either, while performing under the terms of this contract.

The CONTRACTOR shall provide insurance coverage which shall be maintained in full force and effect during the term of this Contract, as follows:

1. Commercial General Liability Insurance Policy – Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the CONTRACTOR is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
2. Automobile Liability – In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the CONTRACTOR, automobile liability insurance shall be required. The minimum limit for automobile liability is:

 \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage
3. The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies. All policies shall be primary to any other valid and collectable insurance. CONTRACTOR shall instruct the insurers to give AGENCY 30 days advance notice of any insurance cancellation.

CONTRACTOR shall submit to AGENCY within fifteen days of the contract effective date, a certificate of insurance which outlines the coverage and limits defined in the Insurance section. CONTRACTOR shall submit renewal certificates as appropriate during the term of the contract.

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

LICENSING, ACCREDITATION AND REGISTRATION - The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

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

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

NONDISCRIMINATION - During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.

PRIVACY - Personal information collected, used or acquired in connection with this contract shall be used solely for the purposes of this contract. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of WSSDA or as provided by law. Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

WSSDA reserves the rights to monitor, audit or investigate the use of personal information collected, used or acquired by the contractor through this contract. The monitoring, auditing or investigating may include but is not limited to "salting" by WSSDA. Contractor shall certify the return or destruction of all personal information upon expiration of this contract. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The Contractor agrees to indemnify and hold harmless WSSDA for any damages related to the Contractor's unauthorized use of personal information.

PUBLICITY - The Contractor agrees to submit to WSSDA all advertising and publicity matters relating to this Contract wherein WSSDA's name is mentioned or language used from which the connection of WSSDA's name may, in WSSDA's judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of WSSDA.

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

REGISTRATION WITH DEPARTMENT OF REVENUE - The Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

SAFEGUARDING OF INFORMATION - The Contractor shall not use or disclose Personal Information in any manner that would constitute a violation of federal law, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The Contractor agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of all Personal Information.

The Contractor shall protect Personal Information collected, used, or acquired in connection with this Contract, against unauthorized use, disclosure, modification or loss. The Contractor shall ensure its directors, officers, employees, subcontractors or agents use it solely for the purposes of accomplishing the services set forth in this agreement. The Contractor and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make it known to unauthorized persons without the express written consent of AGENCY or as otherwise required by law. The Contractor agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of data in any form. The Contractor shall make the Personal Information available to amend as directed by Agency and incorporate any amendments into all the copies maintained by the Contractor or its Subcontractors.

The Contractor shall certify its return or destruction upon expiration or termination of this Contract and the Contractor shall retain no copies. If the Contractor and Agency mutually determine that return or destruction is not feasible, the Contractor shall not use the Personal Information in a manner other than those permitted or required by state and federal laws.

Agency reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the contractor through this contract. The monitoring, auditing, or investigating may include, but is not limited to, "salting" by Agency. Salting is the act of introducing data containing unique but false information that can be used later to identify inappropriate disclosure of data.

The Contractor shall notify Agency in writing within 5 working days of becoming aware of any unauthorized access, use or disclosure. The contractor will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to sanctioning employees, notifying subjects, and taking steps necessary to stop further unauthorized access. The Contractor agrees to indemnify and hold harmless Agency for any damages related to unauthorized use or disclosure by the Contractor, its officers, directors, employees, Subcontractors or agents.

Any breach of this clause may result in termination of the contract and the demand for return of all Personal Information.

SAVINGS - In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, WSSDA may terminate the contract under the "Termination for Convenience" clause, without the ten day notice requirement, subject to renegotiation at WSSDA's discretion under those new funding limitations and conditions.

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.

SITE SECURITY - While on Agency premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

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 WSSDA. In no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to WSSDA for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this contract.

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

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.

TERMINATION FOR CAUSE - In the event WSSDA determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, WSSDA has the right to suspend or terminate this Contract. Before suspending or terminating the Contract, WSSDA shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 days, the Contract may be terminated or suspended. The rights and remedies of WSSDA provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

WAIVER - 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 Contract unless stated to be such in writing and signed by authorized representative of WSSDA.