

WASHINGTON STATE SCHOOL DIRECTORS' ASSOCIATION  
OLYMPIA, WASHINGTON

REQUEST FOR QUALIFICATIONS  
RFQ 2016-001

**PROJECT TITLE:** Cultural Competency Training Plan for School Directors and Superintendents

**PROPOSAL DUE DATE:** January 23, 2017

**EXPECTED TIME PERIOD FOR CONTRACT:** February 8, 2017 – June 30, 2017

**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.*

**CONTENTS OF THE REQUEST FOR QUALIFICATIONS:**

1. Introduction
2. General Information for Consultants
3. Proposal Contents
4. Evaluation and Award
5. Exhibits
  - A. Certifications and Assurances
  - B. Sample Personal Service Contract
    - i. Contract Exhibit 1 – General Terms and Conditions

## Table of Contents

<b>1</b>	<b>INTRODUCTION .....</b>	<b>3</b>
1.1	BACKGROUND AND PURPOSE .....	3
1.2	OBJECTIVE .....	3
1.3	MINIMUM QUALIFICATIONS.....	3
1.4	PREFERRED QUALIFICATIONS.....	3
1.5	FUNDING .....	4
1.6	PERIOD OF PERFORMANCE .....	4
1.7	DEFINITIONS .....	4
1.8	ADA.....	4
<b>2</b>	<b>GENERAL INFORMATION FOR CONSULTANTS.....</b>	<b>5</b>
2.1	RFQ COORDINATOR.....	5
2.2	ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES.....	5
2.3	SUBMISSION OF PROPOSALS .....	5
2.4	PROPRIETARY INFORMATION/PUBLIC DISCLOSURE .....	6
2.5	REVISIONS TO THE RFQ.....	6
2.6	MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION.....	6
2.7	ACCEPTANCE PERIOD.....	6
2.8	RESPONSIVENESS.....	6
2.9	MOST FAVORABLE TERMS .....	7
2.10	SAMPLE CONTRACT.....	7
2.11	COSTS TO PROPOSE .....	7
2.12	NO OBLIGATION TO CONTRACT.....	7
2.13	REJECTION OF PROPOSALS .....	7
2.14	COMMITMENT OF FUNDS.....	7
2.15	INSURANCE COVERAGE .....	7
<b>3</b>	<b>PROPOSAL CONTENTS.....</b>	<b>9</b>
3.1	LETTER OF SUBMITTAL (MANDATORY).....	9
3.2	WRITING SAMPLE (MANDATORY) .....	9
3.3	QUALIFICATIONS SECTION (MANDATORY) .....	9
3.3.1	EXPERIENCE (SCORED) .....	10
3.3.2	STAFFING, IF APPLICABLE (SCORED) .....	10
3.3.3	OMWBE CERTIFICATION (OPTIONAL AND NOT SCORED) .....	10
3.4	BUSINESS INFORMATION (MANDATORY) .....	10
<b>4</b>	<b>EVALUATION AND CONTRACT AWARD.....</b>	<b>12</b>
4.1	EVALUATION PROCEDURE .....	12
4.2	CLARIFICATION OF PROPOSAL.....	12
4.3	EVALUATION WEIGHTING AND SCORING.....	12
4.4	ORAL PRESENTATION AND INTERVIEWS .....	12
4.5	NOTIFICATION TO PROPOSERS.....	12
4.6	DEBRIEFING OF UNSUCCESSFUL PROPOSERS.....	12
4.7	PROTEST PROCEDURE .....	13
<b>5</b>	<b>RFQ EXHIBITS.....</b>	<b>14</b>

# 1 INTRODUCTION

## 1.1 BACKGROUND AND PURPOSE

Founded in 1922, the Washington State School Directors' Association (WSSDA) is a member-driven organization that supports the school district leadership team—school board members and superintendents—in preparing all children to be responsible citizens and to lead productive, satisfying lives. WSSDA is made up of all 1,477 school board members from Washington State's 295 public school districts. Our mission is to provide leadership and advocacy, and empower our members with knowledge and skills to govern with excellence.

In 2016 the Washington State Legislature passed Engrossed Fourth Substitute House Bill (E4SHB) 1541, an omnibus bill generated by the Educational Opportunity Gap Oversight and Accountability Committee (EOGOAC) that addresses many issues at the state and local levels associated with equity and the opportunity gap. Among many other topics, such as student discipline rules, and cultural competency training for teachers, the bill (in Section 201) tasks WSSDA with the development of a plan for the creation and delivery of cultural competency training for school board directors and superintendents. The expectation is that the training content and plan be developed with existing cultural competency standards in mind (RCW 28A.410.270) and in collaboration with statewide educational partners, some of which are specifically named in the bill.

## 1.2 OBJECTIVE

The objective of this procurement is to contract with qualified individuals and/or firms to:

- 1) Assist WSSDA to develop a plan for the creation and delivery of cultural competency training for school board directors and superintendents in consultation with state education partners including the Office of Superintendent of Public Instruction (OSPI), the Professional Educator Standards Board (PESB), the Washington Association of School Administrators (WASA), the EOGOAC, and others.
- 2) Compile existing contemporary state and national resources for cultural competency training specific to school directors and superintendents to inform the development of the training and plan.
- 3) Develop a training framework and delivery plan that includes :
  - alignment with the standards for cultural competence developed by PESB under RCW 28A.410.270
  - multicultural education
  - principles of English language acquisition
  - best practices to implement tribal history and curriculum
  - a variety of methods for delivery

WSSDA anticipates awarding one contract as a result of this RFQ.

## 1.3 MINIMUM QUALIFICATIONS

The Consultant must possess the following minimum qualifications:

- Licensed to do business in the state of Washington; and
- Excellent writing, communication, facilitation, and presentation skills.
- Experience facilitating groups to develop a plan

The proposal must convey to members of the evaluation team the Consultant's knowledge, skills and experience in the outlined areas.

## 1.4 PREFERRED QUALIFICATIONS

- Expertise and experience for developing and facilitating a project in consideration of bias guidelines
- Expert knowledge of cultural competency standards and training resources at the state and national level.
- Awareness of the role and responsibilities of board directors and superintendents; and experience working with and/or facilitating training for these groups.
- Demonstrated ability to synthesize input from multiple stakeholders and building a coherent plan of action.

- Expertise and experience facilitating potentially divisive groups.

Bidders 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.

## 1.5 FUNDING

Proposals should not exceed \$9,500.00.

## 1.6 PERIOD OF PERFORMANCE

The period of performance of any contract(s) resulting from this RFQ is tentatively scheduled to begin on or about January 23, 2017 and to end on June 30, 2017.

## 1.7 DEFINITIONS

Definitions for the purposes of this RFQ include:

**Consultant.** Individual, company, or firm submitting a proposal in order to attain a contract with WSSDA.

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

**Legislative definition of cultural competency.** "Cultural competency" includes knowledge of student cultural histories and contexts, as well as family norms and values in different cultures; knowledge and skills in accessing community resources and community and parent outreach; and skills in adapting instruction to students' experiences and identifying cultural contexts for individual students. RCW 28A.410.270

**EOGOAC.** The Educational Opportunity Gap Oversight and Accountability Committee is the committee charged by RCW 28A.300.136 to synthesize the findings and recommendations from the five 2008 Achievement Gap Studies into an implementation plan and recommend policies and strategies to the Superintendent of Public Instruction, the Professional Educator Standards Board and the State Board of Education in various areas related to addressing opportunity gaps.

**PESB.** The Professional Educators Standards Board for the state of Washington is responsible teacher and principal certification requirements.

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

**Request for Qualifications (RFQ).** Formal procurement document in which services needed are identified and firms are invited to provide their qualifications to provide the services and their hourly rates.

**WASA.** The Washington Association of School Administrators

**WSSDA.** The Washington State School Directors Association is the agency of the state of Washington that is issuing this RFQ.

## 1.8 ADA

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

## 2 GENERAL INFORMATION FOR CONSULTANTS

### 2.1 RFQ COORDINATOR

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

Name	Colleen Miller
Mailing/Street Address	221 College Street NE, Olympia, WA 98516
Phone Number	Wk:360-252-3006; Cell: 503-407-1370
E-Mail Address	c.miller@wssda.org

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

### 2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Qualifications	December 23, 2016
Preproposal Conference (if applicable)	N/A
Question & answer period	December 23, 2016-January 13, 2017 excluding federal holidays, December 25, 2016 and January 1, 2017
Issue addendum to RFQ (if applicable)	N/A
Proposals due	January 23, 2017
Evaluate proposals	January 23-26, 2017
Conduct oral interviews with finalists, if required	January 31 and February 1, 2017
Announce "Apparent Successful Contractor" and send notification via fax or e-mail to unsuccessful proposers	February 2, 2017
Hold debriefing conferences (if requested)	February 2-7, 2017
Negotiate contract	February 2-6, 2017
Begin contract work	February 8, 2017

WSSDA reserves the right to revise the above schedule.

### 2.3 SUBMISSION OF PROPOSALS

Consultants are required to submit two (2) paper copies of their proposal. One copy must have original signatures and the other copy may have photocopied signatures.

The proposal is to be sent to the RFQ Coordinator at the address noted in Section 2.1. The envelope should be clearly marked to the attention of the RFQ Coordinator.

Consultants should allow normal mail delivery time to ensure timely receipt of their proposals by the RFQ Coordinator. Consultants assume the risk for the method of delivery chosen. WSSDA assumes no responsibility for delays caused by any delivery service. Proposals may not be transmitted using e-mail or facsimile transmission.

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 RFQ is signed by the Executive Director of WSSDA, or his Designee, 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.

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 RFQ Coordinator is required. All requests for information should be directed to the RFQ Coordinator.

## **2.5 REVISIONS TO THE RFQ**

In the event it becomes necessary to revise any part of this RFQ, addenda will be provided to all who receive the RFQ.

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

## **2.6 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION**

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

## **2.7 ACCEPTANCE PERIOD**

Proposals must provide 10 days for acceptance by WSSDA from the due date for receipt of proposals.

## **2.8 RESPONSIVENESS**

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

WSSDA also reserves the right, however, 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. WSSDA reserves the right to contact a Consultant for clarification of its proposal.

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

Because WSSDA proposes a flat fee structure, the most favorable terms will be determined by qualifications of the CONSULTANT.

## **2.10 SAMPLE CONTRACT**

The apparent successful contractor will be expected to enter into a contract, which is substantially the same as the sample contract attached as Exhibit B and the General Terms and Conditions attached as Exhibit C and incorporated by reference in the sample contract. In no event is a Consultant to submit its own standard contract terms and conditions in response to this solicitation. The Consultant may submit exceptions as allowed in the Certifications and Assurances section, Exhibit A to this solicitation. 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 RFQ, in conduct of a presentation, or any other activities related to responding to this RFQ.

## **2.12 NO OBLIGATION TO CONTRACT**

This RFQ does not obligate the state of Washington or 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 RFQ.

## **2.14 COMMITMENT OF FUNDS**

The Executive Director of WSSDA or the Executive Director's designee are the only individuals who may legally commit WSSDA to the expenditures of funds for a contract resulting from this RFQ. 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 of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Contractor shall, at Contractor's 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.

### **Liability Insurance**

*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.

**Worker's Compensation Coverage**

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

### 3 PROPOSAL CONTENTS

Proposals must be submitted on eight and one-half by eleven inch (8 ½" x 11") paper with tabs separating the major sections of the proposal. The three major sections of the proposal are to be submitted in the order noted below:

1. Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFQ)
2. Writing sample
3. Qualifications

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.

#### 3.1 LETTER OF SUBMITTAL (MANDATORY)

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A to this RFQ) 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 of a corporation, the managing partner of a partnership, or the proprietor of a sole proprietorship. Attach the Certifications and Assurances form to the Letter of Submittal.

#### 3.2 WRITING SAMPLE (MANDATORY)

Consultants provide written samples of successful project plans that include collaborative processes with multiple stakeholders focused on cultural competency and leadership development.

#### 3.3 QUALIFICATIONS SECTION (MANDATORY)

Generally, the services to be provided under this project are to:

- 1) Assist WSSDA to develop a plan for the creation and delivery of cultural competency training for school board directors and superintendents in consultation with state education partners including the Office of Superintendent of Public Instruction (OSPI), the Professional Educator Standards Board (PESB), the Washington Association of School Administrators (WASA), the Educational Opportunity Gap Oversight and Accountability Committee (EOGOAC), and others.
- 2) Compile existing contemporary state and national resources for cultural competency training specific to school directors and superintendents to inform the development of the training and plan.
- 3) Develop a training framework and delivery plan that includes :
  - alignment with the standards for cultural competence developed by PESB under RCW 28A.410.270
  - multicultural education
  - principles of English language acquisition
  - best practices to implement tribal history and curriculum
  - a variety of methods for delivery

Specific deliverables and the anticipated timeline are below:

Deliverables	Date
Outline Implementation Plan and Timeline (per E4SHB Section 201) <ul style="list-style-type: none"> <li>- Includes information gathering about what training content and standards exist</li> <li>- Schedule and conduct initial meetings with key state partners (OSPI, WASA, PESB, TPEP steering committee, and EOGOAC (if possible))</li> <li>- Identify other partners to engage</li> </ul>	3/29/2017

<p>Draft content of training plan and delivery components</p> <ul style="list-style-type: none"> <li>- Includes convening larger stakeholder group to develop recommendations for both training and delivery</li> </ul>	<p>5/15/17</p>
<p>Finalize training contents and plan</p> <ul style="list-style-type: none"> <li>- Final report with training contents and delivery options</li> <li>- Final presentation materials for delivery to EOGOAC, Legislature, use with stakeholders</li> </ul>	<p>6/15/17</p>

The qualifications section of the proposal must contain information that will demonstrate to the evaluation committee the Consultant's understanding of the types of services proposed, the Consultant's ability to accomplish them and the ability to meet reasonable timeframes.

### **3.3.1 EXPERIENCE (SCORED)**

- A. Indicate the experience, if any, the Consultant has had in developing and facilitating a collaborative process with multiple stakeholders with the outcome being a plan of training for adult learners as it pertains to sections 1.3 and 1.4.
- B. List all major contracts with WSSDA and/or other State of Washington agencies during the last five years, including contract number, period of performance and contact person. Emphasize those projects similar to those herein required.
- C. List contracts the Consultant may have had during the last five years that relate to the Consultant's ability to perform the services called for under the RFQ. List contract reference numbers, contract period of performance, contact persons and telephone numbers.
- D. Indicate any other experience that indicates the qualifications of the Consultant for the performance of the potential contract.
- E. Supply names, addresses, telephone numbers and letters of references from three persons and briefly describe the relationship of each reference to the Consultant. The Consultant must grant permission to WSSDA to contact all references provided.

### **3.3.2 STAFFING, IF APPLICABLE (SCORED)**

- A. Provide the name and a resume of the person who will be the lead contact for the project. Provide names and resumes for other staff, which includes information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information.
- B. List any sub-consultants you may want to include to complete your roster of services. Describe what services each would provide. Provide the information in Section 3.2.1 about each.

### **3.3.3 OMWBE CERTIFICATION (OPTIONAL AND NOT SCORED)**

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

## **3.4 BUSINESS INFORMATION (MANDATORY)**

- A. State the name of the company, address, phone number, fax number, e-mail address, legal status of entity (ownership) and year entity was established as it now substantially exists.
- B. Provide the firm's 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.
- C. Indicate how many employees are with the firm. Name the firm principles and their roles.

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

## 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 convened by WSSDA, which will determine the ranking of the proposals. WSSDA, at its sole discretion, may elect the top-scoring proposals as finalists for an oral presentation and interview. The combined scores will determine the apparent successful contractor.

### 4.2 CLARIFICATION OF PROPOSAL

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

### 4.3 EVALUATION WEIGHTING AND SCORING

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

<b>RFQ Contents</b>	<b>Possible Points</b>	<b>Percentage of Total Points</b>
Letter of submittal	0 points, required	0
Writing Sample	40 points	35% of Sub-Total
Qualifications	60 points	52% of Sub-Total
References	15 points	13% of Sub-Total
<b>SUB-TOTAL</b>	<b>115 points</b>	<b>70% of Grand Total</b>
Oral presentation/Interview (top 2 to 3 scored proposals)	50 points	30% of Grand Total
<b>GRAND TOTAL POSSIBLE (for top scoring firms)</b>	<b>165 points</b>	<b>N/A</b>

### 4.4 ORAL PRESENTATION AND INTERVIEWS

WSSDA will contact the top scoring Consultants to schedule a date, time and location for the interview and presentation. If selected for an interview, the Consultant invited to facilitate a small group of stakeholders to secure input on a topic selected by the consultant.

### 4.5 NOTIFICATION TO PROPOSERS

Firms whose proposals have not been selected for further negotiation or award will be notified by e-mail.

### 4.6 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. The request for a debriefing conference must be received by the RFQ Coordinator within three (3) business days after the Notification of Unsuccessful Consultant letter is e-mailed to the Consultant. The debriefing must be held within three (3) business days of the request.

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

#### **4.7 PROTEST PROCEDURE**

This procedure is available to Consultants who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Consultant is allowed three (3) business days to file a protest of the acquisition with the RFQ Coordinator. Protests may be submitted by e-mail, but must be followed by the original document.

Consultants protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Consultants under this procurement.

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

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

- A matter of bias, discrimination or conflict of interest on the part of the evaluator
- Errors in computing the score
- Non-compliance with procedures described in the procurement document or 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. The WSSDA 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 business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

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

The final determination of the protest shall:

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

If WSSDA determines that the protest is without merit, WSSDA will enter into a contract with the apparently successful contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

**5 RFQ EXHIBITS:**

- Exhibit A: Certifications and Assurances
- Exhibit B: Sample Personal Services Contract
- Exhibit 1: General Terms and Conditions

**EXHIBIT A:**  
**CERTIFICATIONS AND ASSURANCES**

1. I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):
  2. I/we declare that all answers and statements made in the proposal are true and correct.
3. The attached proposal is a firm offer for a period of 60 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 60-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. I/we understand that 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. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
7. 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.
8. I/we grant WSSDA the right to contact references and others, who may have pertinent information regarding the Proposer's prior experience and ability to perform the services contemplated in this procurement.
9. 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.

---

Signature of Proposer

---

Title

---

Date

**EXHIBIT B:**  
**SAMPLE PERSONAL SERVICES**  
**CONTRACT**

CONTRACT NO.: \_\_\_\_\_()

---

**BETWEEN THE**  
**WASHINGTON STATE SCHOOL DIRECTORS’**  
**ASSOCIATION AND**

---

**PARTIES:**

This contract is made and entered into by and between the Washington State School Directors’ Association, hereinafter referred to as “WSSDA”, and the apparently successful contractor hereinafter referred to as “CONTRACTOR.”

**PURPOSE:**

The purpose of this procurement is to contract with qualified individuals and/or firms to support WSSDA with its responsibilities outlined in Engrossed Fourth Substitute House Bill (E4SHB) 1541, Section 201 (2016) regarding a cultural competency training plan for school district directors and superintendents.

**STATEMENT OF WORK:**

The parties hereby undertake and agree, in consideration of payment of the amount specified herein, to the following:

**Duties of CONTRACTOR:**

- A. The contractor will collaborate with WSSDA to provide the following activities, deliverables according to the timeline below.
- B. Specific activities will include:
  - 1) Assisting WSSDA to develop a plan for the creation and delivery of cultural competency training for school board directors and superintendents in consultation with state education partners including the Office of Superintendent of Public Instruction (OSPI), the Professional Educator Standards Board (PESB), the Washington Association of School Administrators (WASA), the EOGOAC, and others.
  - 2) Compilation of existing contemporary state and national resources for cultural competency training specific to school directors and superintendents to inform the development of the training and plan.
  - 3) Development of a training framework and delivery plan that includes:
    - alignment with the standards for cultural competence developed by PESB under RCW 28A.410.270
    - multicultural education
    - principles of English language acquisition
    - best practices to implement tribal history and curriculum
    - a variety of methods for delivery

C. Specific deliverables and the anticipated timeline:

Deliverables	Date
Outline Implementation Plan and Timeline (per E4SHB Section 201) <ul style="list-style-type: none"> <li>- Includes information gathering about what training content and standards exist</li> <li>- Schedule and conduct initial meetings with key state partners (OSPI, WASA, PESB, TPEP steering committee, and EOGOAC (if possible))</li> <li>- Identify other partners to engage</li> </ul>	3/29/17
Draft content of training plan and delivery components <ul style="list-style-type: none"> <li>- Includes convening larger stakeholder group to develop recommendations for both training and delivery.</li> </ul>	5/15/17
Finalize training contents and plan <ul style="list-style-type: none"> <li>- Final report with training contents and delivery options</li> <li>- Final presentation materials for delivery to EOGOAC, Legislature, use with stakeholders</li> </ul>	6/15/17

D. The Contractor will work with WSSDA to review and refine (if necessary) the specified deliverables and timeline based, as needed or at least monthly through regularly scheduled project meetings.

**Duties of WSSDA:**

- A. WSSDA will provide guidance and oversight to the CONTRACTOR through regularly scheduled (at least monthly) project meetings.
- B. WSSDA will pay CONTRACTOR according to the compensation schedule provided below.

**PERIOD OF PERFORMANCE:**

The period of performance under this contract will be from January 23, 2017, or date of execution, whichever occurs later, through June 30, 2017.

**COMPENSATION:**

The compensation for this contract is \$9,500.00 to be disbursed at three intervals during the contract.

Dates	Amount
April 1, 2017	\$3,166. 67
May 30, 2017	\$3,166. 67
June 30, 2017	\$3,166. 66

**INTELLECTUAL PROPERTY:**

The content and materials used to develop a plan for the creation and delivery of cultural competency training for school board directors and superintendents are the property of WSSDA and may not be copied, electronically transmitted, electronically posted or distributed, in whole or in part, without the prior written approval of WSSDA.

The parties further agree that any and all materials exclusively related to CONTRACTOR'S methodology and process are the sole property of CONTRACTOR and may not be copied , electronically transmitted, electronically posted or distributed, in whole or in part, without the prior written approval of CONTRACTOR.

**TRAVEL AND EXPENSES:**

1. Travel and expenses will be covered within the agreed compensation of \$ 9,500.00.

**CONTRACT MANAGEMENT:**

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

WSSDA:	CONTRACTOR:
Colleen Miller, Director Leadership Development Services 221 College Street NE Olympia, WA 98516 Work Phone: 360.252.3006 Cell Phone: 503-407-1370 Email: c.miller@wssda.org	  , WA Phone: Cell: Email: SSN / TIN / UBI:

**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 will be resolved by giving precedence in the following order:

1. Applicable federal and Washington state statutes and regulations;
2. Contract Exhibit 1 – General Terms and Conditions;
3. Contract Exhibit 2 – Request for Proposals No.;
4. Contract Exhibit 3 – CONTRACTOR’S proposal dated January 23, 2017; and
5. Any other provision, term, or material incorporated herein by reference or otherwise incorporated.

IN WITNESS WHEREOF, the WSSDA and CONTRACTOR have executed this contract consisting of three (3) pages.

\_\_\_\_\_  
 Tim Garchow, Executive Director  
 Washington State School Directors’ Association

\_\_\_\_\_  
 CONTRACTOR

\_\_\_\_\_  
 Date Signed

\_\_\_\_\_  
 Date Signed

## **EXHIBIT 1: GENERAL TERMS AND CONDITIONS**

### **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.

### **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.

### **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.

### **ENTIRE AGREEMENT:**

This contract 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.

### **FORCE MAJEURE:**

If an act of God, war, disaster, fire, strikes, labor disputes, curtailment or disruption of transportation facilities, civil disorder or terrorism make it impossible for the participants to continue the contract or create a significant risk to the participants' health or safety, each Party shall promptly notify the other Party of such force majeure condition and both Parties are relieved of obligations under this contract.

### **JURISDICTION:**

The parties agree to submit any dispute arising out of or in connection with this contract to the exclusive jurisdiction of Thurston County, Washington.

**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.

**NO AGENT RELATIONSHIP CREATED:**

It is mutually agreed that the CONTRACTOR and his or her employees or agents performing under this contract are not employees of WSSDA. The CONTRACTOR will not hold out as nor claim to be an officer or employee of WSSDA or of the state of Washington by reason hereof.

**NONASSIGNMENT:**

Neither party to this contract may assign its interest in the contract to any other person or organization without the written consent of the other party.

**NONDISCRIMINATION:**

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

**PROJECT REASSIGNMENT:**

In the event that the CONTRACTOR is unable to fulfill the requirements of this contract, in whole or in part, WSSDA will reassign the project. The CONTRACTOR will only be compensated for the work CONTRACTOR completed.

**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.

**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.

**SUBCONTRACTING:**

The CONTRACTOR shall not enter into any subcontract for the purpose of this contract.

**TERMINATION:**

It is mutually agreed that either party may terminate this Contract with thirty (30) days prior written notice to the non-terminating party for any reason. CONTRACTOR agrees that all documents and materials regarding work performed pursuant to this Contract are the property of WSSDA and agrees to return to WSSDA any and all such materials in their original format upon any notice of termination by either party.

If the CONTRACTOR voluntarily terminates the contractual relationship with WSSDA for these services, the CONTRACTOR agrees not to provide services substantially similar to those described in this Contract to Washington school districts for a period of one (1) year from the date of termination without the prior written approval of WSSDA.

**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.