

WASHINGTON STATE SCHOOL DIRECTORS' ASSOCIATION  
OLYMPIA, WASHINGTON

REQUEST FOR QUALIFICATIONS AND QUOTATIONS  
RFQQ NO. 2015-001

PROJECT TITLE: Policy Consulting Cadre

PROPOSAL DUE DATE: January 9, 2015 @ 5:00 p.m. (PST)

EXPECTED TIME PERIOD FOR CONTRACT: January 30, 2015 – 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 AND QUOTATIONS:**

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 with General Terms and Conditions

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## **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.

The purpose of this procurement is to recruit a cadre of K-12 education policy consultants with significant experience in public school district operations to perform work for or on behalf of WSSDA.

### **1.2 OBJECTIVE**

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

1) Assist the WSSDA Policy and Legal Services department with policy review and/or writing of WSSDA model policies as assigned; and/or 2) provide WSSDA client-school districts with customized policy guidance as assigned.

WSSDA may award one or more contracts as a result of this RFQQ.

### **1.3 MINIMUM QUALIFICATIONS**

The Consultant must possess the following minimum qualifications:

- Licensed to do business in the state of Washington; and
- Comprehensive knowledge of K-12 public school operations and education issues as demonstrated by employment or consulting experience writing and analyzing school policies on behalf of a school district;
- Excellent writing, communication and presentation skills

### **1.4 PREFERRED QUALIFICATIONS**

- Juris doctorate from an ABA-approved law school; and/or
- At least three (3) years of experience as General Counsel for a K-12 public school district in Washington; and/or
- Superintendent certification for the state of Washington; and/or
- Content expertise in one or more of the following areas: school safety/discipline, student rights, 4<sup>th</sup> amendment, civil rights, free speech issues, SPED, harassment/intimidation/bullying (HIB), Common Core State Standards, school personnel issues including TPEP, district management, municipal law, OPMA/public records, charter schools; and/or
- Experience as a juvenile court prosecutor in Washington; and/or
- Experience training school board directors, school district administrators and/or district personnel on school policy/procedure; and/or
- Collective bargaining experience on behalf of a Washington school district; and/or
- Experience litigating or representing school districts or municipal corporations on issues concerning marijuana "legalization"/ use/regulation.

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**

Funding for policy consulting services is contingent upon policy service requests made by the WSSDA Director of Policy and Legal Services and WSSDA client-districts.

## 1.6 PERIOD OF PERFORMANCE

The period of performance of any contract(s) resulting from this RFQQ are tentatively scheduled to begin on or about **January 26, 2015** and to end on **June 30, 2017**. The AGENCY reserves the option at its sole discretion to extend the contract for two additional one-year periods.

## 1.7 DEFINITIONS

Definitions for the purposes of this RFQQ include:

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

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

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

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

**Request for Qualifications and Quotations (RFQQ).** 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.

## 1.8 ADA

The AGENCY complies with the Americans with Disabilities Act (ADA). Consultants may contact the RFQQ Coordinator to receive this Request for Qualifications and Quotations in Braille or on tape.

## 2 GENERAL INFORMATION FOR CONSULTANTS

### 2.1 RFQQ COORDINATOR

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

Name	Megan Simmons
Mailing/Street Address	221 College Street NE Olympia, WA 98516
Phone Number	360-252-3018
Fax Number	360-252-3022
E-Mail Address	<a href="mailto:m.simmons@wssda.org">m.simmons@wssda.org</a>

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

### 2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Qualifications and Quotations	12/05/14
Preproposal Conference (if applicable)	N/A
Question & answer period	12/05/14 – 12/10/14
Issue addendum to RFQQ (if applicable)	N/A
Proposals due	1/9/15
Evaluate proposals	1/12/15-1/16/15
Conduct oral interviews with finalists, if required	N/A
Announce “Apparent Successful Contractor” and send notification via fax or e-mail to unsuccessful proposers	1/16/15
Hold debriefing conferences (if requested)	1/20/15 – 1/21/15
Negotiate contract	1/16/15 – 1/23/15
Begin contract work	1/26/15

The AGENCY reserves the right to revise the above schedule.

### **2.3 SUBMISSION OF PROPOSALS**

Consultants are required to submit two (2) 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 RFQQ Coordinator at the address noted in Section 2.1. The envelope should be clearly marked to the attention of the RFQQ Coordinator.

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

All proposals and any accompanying documentation become the property of the AGENCY and will not be returned.

### **2.4 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE**

Proposals submitted in response to this competitive procurement shall become the property of the AGENCY. All proposals received shall remain confidential until the contract, if any, resulting from this RFQQ is signed by the Executive Director of the AGENCY, 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" the AGENCY 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, the AGENCY 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, the AGENCY 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 RFQQ Coordinator is required. All requests for information should be directed to the RFQQ Coordinator.

### **2.5 REVISIONS TO THE RFQQ**

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

The AGENCY also reserves the right to cancel or to reissue the RFQQ 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 AGENCY from the due date for receipt of proposals.

## **2.8 RESPONSIVENESS**

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

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

## **2.9 MOST FAVORABLE TERMS**

The AGENCY 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. The AGENCY does reserve the right to contact a Consultant for clarification of its proposal.

The Consultant should be prepared to accept this RFQQ for incorporation into a contract resulting from this RFQQ. 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 the AGENCY.

## **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 Exhibit B. 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. The AGENCY will review requested exceptions and accept or reject the same at its sole discretion.

## **2.11 COSTS TO PROPOSE**

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

## **2.12 NO OBLIGATION TO CONTRACT**

This RFQQ does not obligate the state of Washington or the AGENCY to contract for services specified herein.

## **2.13 REJECTION OF PROPOSALS**

The AGENCY 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 RFQQ.

## 2.14 COMMITMENT OF FUNDS

The director of the AGENCY or the director's delegate are the only individuals who may legally commit the AGENCY to the expenditures of funds for a contract resulting from this RFQQ. 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 the AGENCY 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 the AGENCY within fifteen (15) days of the contract effective date.

### Liability Insurance

*Commercial General Liability Insurance (CGL):* Contractor shall maintain general liability 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.

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

### Employers Liability ("Stop Gap") Insurance

In addition, the Contractor shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

### Additional Provisions

Above insurance policy shall include the following provisions:

- **Additional Insured.** The AGENCY, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the state.
- **Cancellation.** The AGENCY shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer shall give the state 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the state shall be given 10 days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The state shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the state shall be given 10 days advance notice of cancellation.



- **Identification.** Policy must reference the state's contract number and the agency name.
- **Insurance Carrier Rating.** All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the AGENCY, the risk manager for the state of Washington, before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.
- **Excess Coverage.** By requiring insurance herein, the state does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the state in this contract.

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

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

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 RFQQ) 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 QUALIFICATIONS SECTION**

The services to be provided under this project are: 1) Assist the WSSDA Policy and Legal Services department with policy review and/or writing of WSSDA model policies as assigned; and/or 2) provide WSSDA client-school districts with customized policy guidance as assigned. Proposals may be submitted for one or both services.

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.

#### **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 the AGENCY 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. The AGENCY 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.

### **3.2.1 QUALIFICATIONS**

#### **1. EXPERIENCE (SCORED)**

Describe services provided by the Consultant or firm that indicate the Consultant's or firm's ability to provide the services described in this RFQQ.

#### **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. 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.

### **3.3 QUOTATIONS SECTION**

#### **3.3.1 IDENTIFICATION OF COSTS (SCORED)**

The Quotations section must list all hourly rates for services anticipated under the proposed contract. The hourly rates are to represent fully weighted costs. This includes the hourly rates of staff that would be assigned to the project, administrative costs, local travel costs, or any other applicable fees that would be charged under this contract.

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

Consultants are required to collect and pay Washington State taxes as applicable.

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 RFQQ. Consultants are encouraged, however, to submit proposals which are consistent with state government efforts to conserve state resources.

### **3.3.2 COMPUTATION**

The score for the cost proposal will be computed by dividing the lowest average hourly rate received by the Consultant's average hourly rate. Then 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 to be designated by the AGENCY, which will determine the ranking of the proposals.

### 4.2 CLARIFICATION OF PROPOSAL

The RFQQ 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:

Qualifications Section – 70%	70 points
Policy experience.....40 points (maximum)	
Preferred qualifications.....30 points (maximum)	
Quotation Section – 30%	<u>30 points</u>
<b>Total</b>	<b><u>100 Points</u></b>

### 4.4 NOTIFICATION TO PROPOSERS

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

### 4.5 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 RFQQ Coordinator within three (3) business days after the Notification of Unsuccessful Consultant letter is faxed/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.

### 4.6 PROTEST PROCEDURE

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

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

All protests must be in writing and signed by the protesting party or an authorized Agent. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the RFQQ 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 AGENCY 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) AGENCY'S assessment of its own and/or other agencies' needs or requirements.

Upon receipt of a protest, a protest review will be held by the AGENCY. The AGENCY 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 RFQQ Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold the AGENCY's action.
- Find only technical or harmless errors in the AGENCY's acquisition process and determine the AGENCY to be in substantial compliance and reject the protest.
- Find merit in the protest and provide the AGENCY 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 the AGENCY determines that the protest is without merit, the AGENCY 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 RFQQ EXHIBITS**

- Exhibit A Certifications and Assurances
- Exhibit B Sample Personal Service Contract including General Terms and Conditions (GT&Cs)

**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 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.
4. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the AGENCY without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
5. 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.)
6. I/we understand that the AGENCY will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the AGENCY, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
7. Unless otherwise required by law, the prices and/or cost data that 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.
8. 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.
9. 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.
10. I/we grant the AGENCY 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.
11. 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



**SAMPLE CONTRACT**

---

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

\_\_\_\_\_

---

**PARTIES:**

This Agreement is made and entered into by and between the Washington State School Directors' Association, hereinafter referred to as "WSSDA", and \_\_\_\_\_, hereinafter referred to as "CONSULTANT."

**PURPOSE:**

The purpose of this Agreement is for CONSULTANT to: 1) Assist the WSSDA Policy and Legal Services department with policy review and/or writing of WSSDA model policies as assigned; and/or 2) provide WSSDA client-school districts with customized policy guidance as assigned.

**PERIOD OF PERFORMANCE:**

The period of performance under this Agreement will be from \_\_\_\_\_, or date of execution, whichever occurs later, through \_\_\_\_\_.

**STATEMENT OF WORK:**

CONSULTANT hereby undertakes and agrees, in consideration of payment of the amount specified herein, to perform the following services for and on behalf of WSSDA:

**DUTIES OF CONSULTANT:**

1. CONSULTANT agrees to provide customized policy analysis, advice and guidance to WSSDA-client school districts as requested by the district and in accordance with the compensation terms outlined herein.
2. CONSULTANT agrees to assist the WSSDA Policy and Legal Services department with drafting, review and analysis of WSSDA model policies and procedures.
3. CONSULTANT agrees to be reasonably available throughout the term of this Agreement to provide telephone and e-mail consultations as requested by

4. WSSDA Policy and Legal Services department and/or WSSDA-client school districts.
5. If requested by a WSSDA-client school district, CONSULTANT agrees to make one site visit to the district, for which WSSDA will pay travel costs including travel time (not to exceed 16 hours), lodging, meals, transportation costs and parking.
6. CONSULTANT agrees to confer with the WSSDA Contract Manager to discuss status of current WSSDA-client school district projects.
7. CONSULTANT agrees to invoice WSSDA for services rendered not later than the fifth (5) day of the month following the month in which the work was performed. Invoices shall indicate time billed per assigned project.

**COMPENSATION:**

In consideration of the services described herein, WSSDA agrees to pay CONSULTANT \_\_\_\_\_ (\$\_\_\_\_\_) dollars per hour.

**CONTRACT MANAGEMENT:**

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

WSSDA:	CONSULTANT:
Heidi M. Maynard, J.D. Director of Policy and Legal Services 221 College Street NE Olympia, WA 98516 Phone: 360-252-3017 Email: <a href="mailto:h.maynard@wssda.org">h.maynard@wssda.org</a>	_____ _____ _____, Phone: _____ Email: _____ SSN/UBI/TIN: _____

**NON-ASSIGNMENT:**

Neither party to this Agreement shall assign its interest in this Agreement to any other person or organization without the express written consent of the other party.

**NO AGENT RELATIONSHIP CREATED:**

It is mutually agreed and understood that CONSULTANT and employees or agents performing under this Agreement are not employees or agents of WSSDA or of the state of Washington by reason thereof.

**TERMINATION:**

It is mutually agreed that either party may terminate this Agreement with thirty (30) days prior written notice to the non-terminating party for any reason. CONSULTANT agrees that all documents, spreadsheets, reports and correspondence regarding work performed pursuant to this Agreement 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.

**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 agreement or create a significant risk to the participants' health or safety, each Party shall promptly notify the other Parties of such force majeure condition and both Parties are relieved of obligations under this agreement.

**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.

**TERMS:**

It is mutually agreed and understood that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties thereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof, unless made in writing between the parties hereto, shall be binding.

IN WITNESS WHEREOF, the WSSDA and CONSULTANT have executed this agreement consisting of \_\_\_\_\_ (\_\_\_\_\_) pages.

\_\_\_\_\_  
Washington State School Directors' Association

\_\_\_\_\_  
CONSULTANT

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

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