

WASHINGTON STATE SCHOOL DIRECTORS' ASSOCIATION
OLYMPIA, WASHINGTON

REQUEST FOR QUALIFICATIONS
RFQ 2018-096

PROJECT TITLE: WSSDA OnBoard Curriculum Development

PROPOSAL DUE DATE: 07/2/2018, 12:00pm

EXPECTED TIME PERIOD FOR CONTRACT: 08/01/2018 through 12/31/2019

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.*

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1 INTRODUCTION

1.1 BACKGROUND AND PURPOSE

Formed in 1922, the Washington State School Directors' Association (WSSDA) has grown to include 1,477 locally elected school board directors from across Washington. As a state agency, per chapter [28A.345 RCW](#), WSSDA supports its members with research-based leadership development resources, policy and legal guidance, and legislative advocacy. This work is of critical importance because school board directors build the future of public education by setting the policy, governance, and budgetary priorities for all of Washington's 295 school districts serving approximately 1.1 million students.

WSSDA OnBoard Professional Learning System, herein referred to as WSSDA OnBoard, will be a key component of the association's leadership development supports to school board directors.

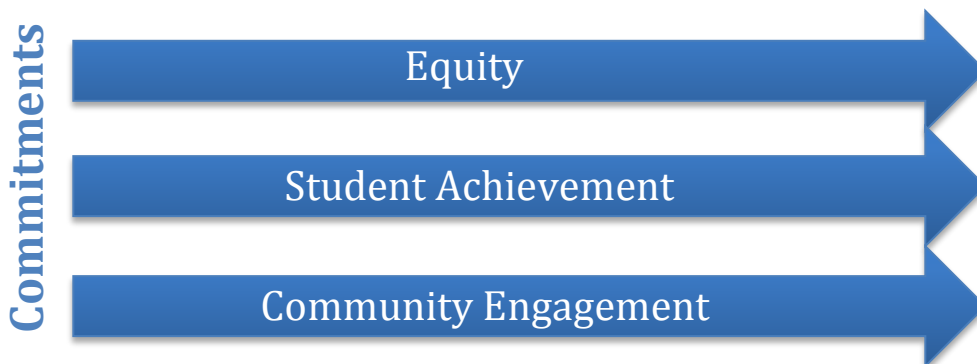
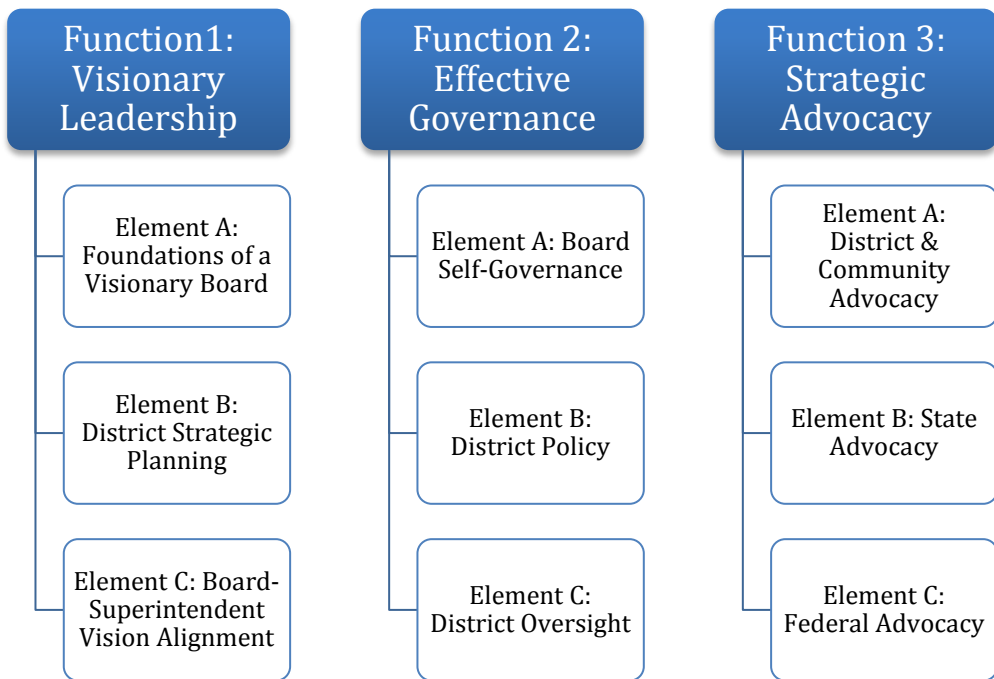
The WSSDA OnBoard system, when completed, will consist of:

- 1) Curriculum (content and instruction),
- 2) Delivery mechanisms (how content and instruction are delivered), and
- 3) Electronic learning management system (for organization and tracking of members' learning).

WSSDA OnBoard is organized within the structure of a [curriculum framework](#) that organizes content and is based the [WA School Board Standards](#) and [WSSDA's Board Self-Assessment](#). The WSSDA OnBoard framework is organized by topic in a hierarchal structure that starts with broad categories of school director/board functions and becomes more granular. At the highest level of organization are the three **Functions**, which include Visionary Leadership, Effective Governance, and Strategic Advocacy. Within each of the three Functions, the topics are further organized into three Elements. The **Elements** group areas of board responsibility in which knowledge and skills will be taught. Under each **Element** are several **Components**, which provide more specific areas of competency. In addition, the three **Commitments** to Equity, Student Achievement, and Community Engagement are meant to be threads woven through all Functions, Elements, and Components. This graphic shows how each part of the Framework relates to the others:



The architecture of the **Framework** (Functions, Elements, and Components) is defined in this [overview presentation](#), outlined in this OnBoard Framework outline and is listed in the graphic below. In addition, three **Commitments** of Equity, Student Achievement, and Community Engagement are meant to be threads woven throughout



WSSDA OnBoard is a priority of the WSSDA Board of Directors and will be consistent with the association's [Vision, Mission and Goals](#).

1.2 OBJECTIVE

The objective of this procurement is to contract with qualified individuals and/or firms to provide services that continue the development of WSSDA OnBoard. This RFQ includes completion of items 1 and 2 listed above: Curriculum and Delivery Mechanisms. Development and design of the third component of the project, electronic learning management system, is not included in this scope of work.

The scope of the contract awarded as a result of this RFQ will include design and development of the curriculum necessary to implement the WSSDA OnBoard professional learning system. Development will consist of a series of curriculum development “cycles”, herein after referred to as Curriculum Cycles, designed and scheduled in collaboration with WSSDA’s Leadership Development team. The content of each Curriculum Cycle will be developed and organized around the Functions, Elements, and Components within the OnBoard Framework.

A Curriculum Cycle may consist of a portion of one Component, one full Component, or multiple Components. Each Curriculum Cycle will specifically focus developing, refining, and finalizing professional learning materials by developing relevant curriculum content and delivery materials associated with the OnBoard Framework:

Curriculum Development:

- System and framework refinements;
- Development of recommended content for school directors and board-superintendent teams in the state of Washington, including curriculum framework, best practices, learning targets and implementation targets,
- Development of instructional strategies based on proven strategies for effective adult learning; and
- Designing learning experiences (instructional blocks) used to deliver the curriculum.

Delivery Mechanisms: Includes design of multiple delivery options for the WSSDA OnBoard curriculum to school directors and board/superintendent teams, including:

- Writing teaching objectives, facilitation guides, and facilitation supports (protocols, materials, etc.) for in-person learning experiences,
- Designing materials that can be delivered to various types of audiences, including large and/or mixed board groups, district teams, and individuals, and
- Designing materials that can be delivered via multiple delivery mechanisms, including in person by a facilitator at conferences, in-district workshops or other training opportunities; online; by a facilitator with remote access; self-led by the district; and other options to be determined.

The work will take place within a series of six to eight week Curriculum Cycles that may occur concurrently. Each Curriculum Cycle consists of a required initial in-person meeting held at the WSSDA Headquarters or another mutually-agreed upon location; and additional remote meetings and consultation; development and piloting of multiple elements of the WSSDA OnBoard system; and research to complete its development. The number and frequency of Curriculum Cycles to be completed shall be determined at the discretion of WSSDA.

WSSDA anticipates awarding one or more contracts 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,
- Possess a working knowledge of K-12 public school governance, operations, and educational issues, and
- Have demonstrable experience with curriculum development for adult learners.

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

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.

1.4 PREFERRED QUALIFICATIONS

An ideal Consultant will also possess the following preferred qualifications:

- Experience designing, developing and implementing Standards Based Curriculum,
- Experience developing and delivering professional development to school boards,
- Experience designing online learning systems,
- Knowledge of program evaluation and assessment of professional development efficacy,
- Facilitation experience,
- Experience delivering professional learning through multiple modalities (online, in-person, etc.),
- Experience designing and implementing a standards-based curriculum, and/or
- Advanced degrees in adult learning, education, and/or a related field.

1.5 PERIOD OF PERFORMANCE

The period of performance of any contract(s) resulting from this RFQ is tentatively scheduled to begin on or about **08/01/2018** and to end on **12/31/2019** with WSSDA's option to renew for the following time periods:

- Scheduled to begin on or about **01/01/2020** and to end on **12/31/2020**.
- Scheduled to begin on or about **01/01/2021** and to end on **12/31/2021**.

1.6 DEFINITIONS

Definitions for the purposes of this RFQ include:

Best Practice. A best practice is a technique or methodology that, through experience and research, has proven to reliably lead to a desired result. A commitment to using the best practices in any field is a commitment to using all the knowledge and technology at one's disposal to ensure success.

Definition from TechTarget, <https://searchsoftwarequality.techtarget.com/definition/best-practice>

Commitments. The three Commitments are part of the OnBoard Framework that articulates a school board's and/or school director's responsibility to view all Functions, Elements and Components through a lens of 1) Equity, 2) Student Achievement, and 3) Community Engagement.

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.

Curriculum Framework. A curriculum framework is an organized plan or a set of standards or learning outcomes that clearly defines the content to be learned and what the student will know and/or be able to do upon completion. A curriculum framework is part of an outcomes-based or standards-based education reform design.

Definition adapted from Wikipedia, https://en.wikipedia.org/wiki/Curriculum_framework

Facilitator's Guide. A facilitator's guide is the plan for delivering the OnBoard curriculum within a group setting to a single board-superintendent team or to a mixed group in a work session/workshop, retreat, training or presentation setting. The guide includes the agenda (with time estimates for each segment), learning targets and best practices for the topic being taught, protocols and facilitation techniques to be used, and a list of needed materials. Each facilitator's guide will include an opening and closing segment, and protocols and reference materials will be attached electronically when available.

Guiding Principles: The three Guiding Principles are part of the OnBoard Framework that articulate the overarching concepts that 1) the school board models collaboration, 2) the school board operates in the board domain, and 3) school directors serve with professionalism and expertise.

Learning Target: A learning target is a brief statement that describes what the student (an individual school director or board-superintendent team, in the case of WSSDSA OnBoard) is expected to learn during a specific learning experience (lesson, workshop, training, or session). Learning targets frame a lesson from the student point of view and help students grasp the lesson's purpose.

Definition adapted from Fairfield-Suisun Unified School District, <https://www.fsusd.org/Page/8774>

Professional Learning System: A comprehensive professional learning system is the infrastructure for developing the individual and team capacities among educational leaders that are needed to support success for all students. Comprehensive professional learning systems for school directors include all the essential components needed for them to effectively lead, govern, and advocate as individuals and as a member of a school board-superintendent team.

Definition adapted from Learning Forward, <https://learningforward.org/docs/default-source/commoncore/compsystembrief.pdf>

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

Protocol: Protocols are structured processes to support focused and productive conversations, build collective understanding, facilitate learning, deepen thinking and understanding, and/or ensure full group participation. Protocols may include step-by-step guidelines to structure professional conversations or learning experiences to ensure that meeting, planning, or group-collaboration time is used efficiently, purposefully, and productively. Different protocols may be used by a facilitator to reach different outcomes.

Definitions adapted from:

School Reform Initiative, <http://www.schoolreforminitiative.org/protocols/>

The Glossary of Education Reform, <https://www.edglossary.org/protocols/>

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

School Directors. School directors (also referred to as school board directors or school board members) are the elected—or occasionally appointed—officials who, as a board, serve as the governing bodies for each of the state's 295 school districts. School boards set policy, guide budget development, and work with the school district administration and the public to support a healthy, high-quality system of public education.

Standards Based Curriculum: A curriculum that is developed by looking at the standards (district, state, or national); identifying the skills, knowledge and dispositions that students should demonstrate to meet these standards; and identifying activities that allow students to reach the goals stated in the standards.

Definition adapted from the Glossary of Education Reform, <https://www.edglossary.org/standards-based/>

Washington School Board Standards: These [standards](#) identify the elements of good governance and effective board leadership as drawn from best practices and current research. They provide shared understanding of what constitutes good governance. They also validate and affirm the importance of the school board’s role in ensuring student success. The standards were developed by a committee of board members from around the state of Washington and adopted by WSSDA’s members in 2006.

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

WSSDA Board Self-Assessment: A research-based, scientifically validated, user-friendly tool based on governance standards and best practices set forth in WSSDA’s Washington School Board Standards. The Board Self-Assessment is a survey provided to individual school directors in an electronic format ([view print version](#)). An [outcomes report](#) combines individuals’ responses into easy-to-read, multi-year charts showing how the board views its performance in specific areas.

WSSDA OnBoard: A professional learning system created, owned, and administered by WSSDA to serve the professional development needs of the state’s 1,477 school directors in Washington state and their board-superintendent teams. The three primary sub-systems that comprise WSSDA OnBoard are:

1. the curriculum (the content and instruction for learning),
2. delivery mechanisms (providing multiple ways to access the learning), and
3. an electronic data management system (for organizing and tracking digital content and professional learning progress).

1.7 ADA

WSSDA complies with the Americans with Disabilities Act (ADA). Consultants may contact the RFQ Coordinator to receive reasonable accommodations to have an equal opportunity to respond to this RFQ.

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 | Josh Collette, Business and Operations |
| Mailing/Street Address | 221 College Street NE, Olympia, WA 98516 |
| Phone Number | 360-252-3012 |
| E-Mail Address | J.Collette@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 regarding this procurement may result in disqualification of the Consultant.

2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

| | |
|---|----------------------------------|
| Issue Request for Qualifications | 6/1/18 |
| Question & answer period | From 06/01/2018 To 06/22/2018 |
| Issue addendum to RFQ (if applicable) | As necessary |
| Proposals due | 07/02/18 |
| Evaluate proposals | From 7/02/18 To: 7/13/18 |
| Conduct oral interviews with finalists, if necessary and/or required | From 7/16/18 To 7/20/18 |
| Announce "Apparent Successful Contractor" and send notification via fax or e-mail to unsuccessful proposers | 07/24/2018 |
| Hold debriefing conferences (if requested) | From 07/24/2018 To 07/27/2018 |
| Negotiate contract | From 07/24/2018 To 07/31/2018 |
| Begin contract work | 08/01/2018 |

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 60 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

Any contracts resulting from this RFQ are subject to the availability 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. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.15 REGISTRATION, LICENSING, AND INSURANCE

Registration, licensing, and insurance coverage shall be as required by State of Washington Laws, as applicable to the professional services being provided.

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 major sections of the proposal are to be submitted in the order noted below:

1. Letter of Submittal, including Business Information and signed Certifications and Assurances (Exhibit A to this RFQ),
2. Qualifications which include education, degrees, and experience,
3. Evidence/work samples of curriculum development, framework, learning targets, facilitation guides and implementation plans, and
4. Three letters of reference.

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 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.

3.3 QUALIFICATIONS SECTION (MANDATORY)

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, and an interest in working with WSSDA. See Section 1.2 of this RFQ.

3.3.1 EXPERIENCE (SCORED)

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

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 information about each sub-Consultant's qualifications to provide these services.

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 (OMWBE) if certified minority-owned firm and/or women-owned firm(s) will be participating on this project.

3.3.4 WORK SAMPLES (SCORED)

Provide samples of past projects demonstrating the Consultant is qualified to perform the work on this project. Samples might include a curriculum framework or facilitation guide for a standards-based curriculum.

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:

| RFQ Contents | Possible Points | Percentage of Total Points |
|---|------------------------|-----------------------------------|
| Letter of submittal | Unscored | Mandatory |
| Qualifications | | |
| 1. Experience & Staffing | 60 points | 36.4% of Sub-Total |
| 2. Work Samples | 40 points | 24.2% of Sub-Total |
| SUB-TOTAL | 100 points | 60.6% of Grand Total |
| References (only on top scoring proposals) | 15 points | 9.1% of Sub-Total |
| Oral presentation/Interview, <i>if deemed necessary</i> (top 2 to 3 scored proposals) | 50 points | 30.3% of Grand Total |
| GRAND TOTAL POSSIBLE (for top scoring firms) | 165 points | 100% |

4.4 ORAL PRESENTATION AND INTERVIEWS (If deemed necessary)

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 will receive instructions on what the process will entail.

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 Professional Service Contract
- Exhibit C: General Terms and Conditions
- Exhibit D: Curriculum Cycle Deliverables

CERTIFICATIONS AND ASSURANCES

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

1. I/We declare that all answers and statements made in the proposal are true and correct.
2. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the WSSDA without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
3. 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.)
4. I understand that the WSSDA will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the WSSDA, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
5. I agree that submission of the proposal constitutes acceptance of the solicitation contents and the attached sample contract. If there are any exceptions to these terms, I have described those exceptions in detail on a page attached to this document.
6. I/We declare that registration, licensing, and insurance coverage are sufficient to meet requirements set by State of Washington Laws for the professional services being provided.
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 grant the 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

SAMPLE CONTRACT FOR SERVICES

Contract No. _____

between

WASHINGTON STATE SCHOOL DIRECTORS' ASSOCIATION

(hereinafter referred to as WSSDA)

221 College St. NE

Olympia, WA 98516

and

[CONTRACTOR NAME]

(hereinafter referred to as Contractor)

[Contractor Address]

Federal Identification # -

AND/OR

Unified Business Identifier # - -

In consideration of the promises and conditions contained herein, WSSDA and Contractor do mutually agree as follows:

I. DUTIES OF THE CONTRACTOR

A. The general objectives of this Contract are as follows:

To provide services that continue the development of WSSDA OnBoard Professional Learning System, herein referred to as WSSDA OnBoard. The Contractor will support development and completion of the WSSDA OnBoard Curriculum (framework design, content, instructional strategies, and learning experiences), and Delivery Mechanisms (learning objectives, facilitator guides, materials for content delivery through multiple methods) as outlined in WSSDA RFQ 2018-096, Sections 1.1 and 1.2.

B. In order to accomplish the general objectives of this Contract, the Contractor shall perform the following specific duties to the satisfaction of WSSDA's designee, Colleen Miller:

1. Work with WSSDA staff in a series of WSSDA OnBoard curriculum development "cycles", herein after referred to as Curriculum Cycles, designed and scheduled in collaboration with WSSDA's Leadership Development team.

The content of each Curriculum Cycle will be developed and organized around the Functions, Elements, and Components within the [OnBoard Framework](#). A Curriculum Cycle may consist of a portion of one Component, one full Component, or multiple Components. Each Curriculum Cycle will specifically focus on developing, refining, and finalizing professional learning materials by developing relevant curriculum content and delivery materials associated with the OnBoard Framework:

Curriculum Development:

- a) System and framework refinements,
- b) Development of recommended content for school directors and board-superintendent teams in the state of Washington, including curriculum framework, best practices, learning targets and implementation targets,
- c) Development of instructional strategies based on proven strategies for effective adult learning, and
- d) Designing learning experiences (instructional blocks) used to deliver the curriculum.

Delivery Mechanisms: Includes design of multiple delivery options for the WSSDA OnBoard curriculum to school directors and board/superintendent teams, including:

- a) Writing teaching objectives, facilitation guides, and facilitation supports (protocols, materials, etc.) for in-person learning experiences,
- b) Designing materials that can be delivered to various types of audiences, including large and/or mixed board groups, district teams, and individuals, and
- c) Designing materials that can be delivered via multiple delivery mechanisms, including in person by a facilitator at conferences, in-district workshops or other training opportunities; online; by a facilitator with remote access; self-led by the district; and other options to be determined.

The work of each Curriculum Cycle consists of a required initial in-person meeting held at the WSSDA Headquarters or another mutually-agreed upon location; and additional remote meetings and consultation; development and piloting of multiple elements of the WSSDA OnBoard system; and research to complete its development.

- 2. At the start of each Curriculum Cycle the Contractor will work with WSSDA's Leadership Development team to complete Attachment C for the Cycle and build out the Cycle's project plan and timeline to include:
 - a) Scope
 - b) Content
 - c) Key development phases (including materials)
 - d) Plans for gathering input/feedback
 - e) Materials needed
 - f) Anticipated training necessary for WSSDA staff and consultants
 - g) Timeline of work
- 3. As part of each Curriculum Cycle, the Contractor will prepare the agendas, content and materials for all meetings between WSSDA Leadership Development and other staff and the Contractor.
- 4. Following each Curriculum Cycle planning meeting the Contractor will provide WSSDA Leadership Development a summary of work completed, agreed-upon deliverables, timelines, and outline necessary next steps to complete the Curriculum Cycle.
- 5. On completion of each Curriculum Cycle, complete a final summary report and provide all relevant reports and presentation materials to WSSDA electronically.

6. The Contractor will provide administrative or other services and materials necessary to fulfill these duties. This includes, but is not limited to:

- a) Creating documents;
- b) Making copies;
- c) Assembling materials;
- d) Tracking hours and receipts; and
- e) Submitting invoices and reimbursement requests in a timely manner.

7. Contractor agrees that all handouts, presentations, or other materials will carry the WSSDA and/or WSSDA OnBoard name and/or logo and shall not carry the name of the Contractor's private business.

C. The Contractor shall produce the following written reports or other written documents and deliverables associated with each Curriculum Cycle within the timeframes indicated in Attachment B.

All written reports or documents required under this Contract must be delivered to WSSDA's designee in accordance with the schedule indicated in Attachment B.

II. CONDITIONS OF COMMENCEMENT OF PERFORMANCE AND SCHEDULE OF PERFORMANCE

No costs shall be incurred under this Contract until fully executed and subsequent to the termination date.

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

- 1) Starting August 1, 2018, or date of execution, whichever is later, through December 31, 2019.
- 2) Prior to the start of each Curriculum Cycle, Contractor and WSSDA will complete a Curriculum Cycle Addendum that will define the start date and general scope of the Cycle. This addendum will be referenced as Attachment C – Curriculum Cycle Addendum, and attached and incorporated hereto as necessary. No Curriculum Cycle work shall commence or costs incurred until the necessary information is completed and incorporated in Attachment C.

III. DUTIES OF WSSDA

A. In consideration of Contractor's satisfactory performance of the duties set forth herein, WSSDA shall compensate Contractor in an amount not to exceed a total of seven thousand five hundred dollars (\$7,500) per Curriculum Cycle as noted below in Part B, Schedule of Payments. Payment for satisfactory performance shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work, which will cause the maximum payment to be increased.

B. Payment shall be made to the Contractor as follows:

Periodically (not more often than monthly) in the form of progress payments in the amounts and for the stages of partial performance set forth below and described in Section I C:

| SCHEDULE OF PAYMENTS | | |
|---|-------------------------------|------------------------|
| Deliverables | Due Date | Payment |
| 1. Curriculum Cycle Planning i. Planning meeting summary notes regarding agreed upon scope and key components ii. Draft objectives for the cycle and agenda/agenda items iii. Project plan and timeline for materials (drafts and final) development and delivery | On completion of deliverables | \$2,000 |
| 2. Development and Content Delivery Mechanism Refinement i. Draft materials for review ii. Summary of input on materials as a result of feedback (could include pilot) iii. Revised and finalized OnBoard materials based on input | On completion of deliverables | \$5,000 |
| 3. Curriculum Cycle Closure i. Final report and recommendations | On completion of deliverables | \$500 |
| Total Payments for Curriculum Cycle Deliverables | | \$7,500 / cycle |

Payments shall be made based on invoices submitted by the Contractor. Each invoice shall include the Contract number, and document to the WSSDA's designee's satisfaction a description of the work performed and payment requested. Within approximately thirty (30) calendar days of the WSSDA's designees receiving and approving the invoice, payment will be mailed.

- C. Final payment shall be made after acceptance by the WSSDA's Contract Manager or Designee if received by the WSSDA within ninety (90) days after the Contract expiration date, unless negotiated with the Contract Manager or Designee.

IV. RENEWAL

WSSDA has the right to renew this Contract in whole or in part for the years 2020 and again in 2021 by giving notice on or before December 15 of the previous year to the Contractor. If WSSDA provides such notice to the Contractor, the Contractor shall be obligated to enter into a contract with the same fiscal obligations as the previous Contract year, provided that WSSDA and Contractor shall negotiate any revision of additional services or goals beyond those encompassed in the previous Contract.

V. CONTRACT MANAGEMENT

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

| [Contractor Name] | WSSDA |
|--------------------------|--|
| [Name] | Colleen Miller |
| [Title] | Director, Leadership Development Services Chief Financial Officer |
| [Address] | 221 College Street NE Olympia, WA 98516 |
| Phone: () - | Phone: (360) 252-3006 |
| Fax: () - | Fax: (360) 252-3022 |
| Email: [Email Address] | Email: c.miller@wssda.org |

VI. INCORPORATION OF ATTACHMENTS AND ORDER OF PRECEDENCE

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

- Applicable Federal and state of Washington statutes and regulations
- Special Terms and Conditions as contained in this basic contract instrument
- Attachment A – General Terms and Conditions
- Attachment B – Curriculum Cycle Deliverables
- Attachment C – Curriculum Cycle Addendum (to be completed prior to each Curriculum Cycle start)
- Attachment D – Request for Qualifications No. RFQ 2018-096
- Attachment E – Contractor's Proposal
- Any other provision, term or material incorporated herein by reference or otherwise incorporated.

VII. APPROVAL

This Contract shall be subject to the written approval of the 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.

We the undersigned agree to the terms of the foregoing Contract.

[Contractor Name]

WSSDA

Signature

Title

Tim Garchow, Executive Director

Print Name

Date

Date

Who certifies that he/she is the Contractor identified herein, OR a person duly qualified and authorized to bind the Contractor so identified to the foregoing Agreement.

Approved as to FORM ONLY
by the Assistant Attorney General

Non-profit organization? yes* no
*If yes, under what IRS section? Please attach a copy.

EXHIBIT A: 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.

INTELLECTUAL PROPERTY:

All products the Contractor develops for the purposes of WSSDA Onboard, and successive iterations, are the property of WSSDA. Contractor may not copy or disseminate these products, in whole or in part, outside the purpose of this contract without the prior written approval of WSSDA.

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 to be nor claim to be an officer or employee of WSSDA.

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 be compensated only 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.

Attachment B - Curriculum Cycle Deliverables

| Activity | Deliverable(s) | Timeframe |
|---|---|---|
| <p>1. Curriculum Cycle Planning</p> <p>A. Determine Curriculum Cycle focus and agenda items</p> <p>B. Develop project plan and timeline for the Cycle to include:</p> <ul style="list-style-type: none"> • Scope • Content (including agreed upon benchmarks) • Key development components (including materials) • Plans for gathering input/feedback • Materials needed • Anticipated training necessary for WSSDA staff and consultants • Cycle timeline of work | <ul style="list-style-type: none"> i. Planning meeting summary notes regarding agreed upon scope and key components ii. Draft objectives for the cycle and agenda/agenda items iii. Project plan and timeline for materials (drafts and final) development and delivery | <p>Within two (2) weeks of the start of each Curriculum Cycle</p> |
| <p>2. Development and Content / Delivery Mechanism Refinement</p> <p>A. Curriculum Development and feedback process that includes:</p> <ul style="list-style-type: none"> • Learning objectives and learning content for individual board members and school board groups • Lesson plan protocols, best practices, and embedded assessment of learning • Supports for multiple Delivery Mechanisms including session planners and facilitator guides • Vetting or piloting materials with individuals/groups as identified collaboratively with WSSDA | <ul style="list-style-type: none"> i. Draft materials for review ii. Summary of input on materials as a result of feedback (could include pilot) iii. Revised and finalized OnBoard materials based on input | <p>Within three (3) to seven (7) weeks of the start of each Curriculum Cycle</p> |
| <p>3. Curriculum Cycle Closure</p> <p>A. Final Curriculum Cycle report and recommendations that include:</p> <ul style="list-style-type: none"> • Feedback from pilot lessons • Necessary refinements needed • Recommended next steps including considerations for future Learning Management System | <ul style="list-style-type: none"> i. Final report and recommendations | <p>At end of Curriculum Cycle (within approximately eight (8) weeks of Cycle start)</p> |

Note: Specific dates to be determined in collaboration with WSSDA at the onset of each Curriculum Cycle. An addendum will document the period of performance for each Curriculum Cycle and will be incorporated via Attachment C.