

**WASHINGTON STATE SCHOOL DIRECTORS' ASSOCIATION  
OLYMPIA, WASHINGTON**

**REQUEST FOR QUALIFICATIONS  
RFQ 2021-040**

**PROJECT TITLE: Leadership Development Consultants**

**PROPOSAL DUE DATE: 12/9/2021**

**EXPECTED TIME PERIOD FOR CONTRACT: 02/1/2022 through 8/31/2023**

**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 ITEMS TO BE INCLUDED IN THE PROPOSAL

Proposals must be submitted electronically. The electronic submission process includes emailing a complete proposal to the RFQ coordinator, Josh Collette, via the email provided in Section 3.2. The email must be received by end of business (5:00 PM PST) on 12/9/2021.

All proposals and any accompanying documentation become the property of WSSDA and will not be returned. The major sections of the proposal are to be identified and submitted in the order noted below:

1. Letter of Submittal, including Business Information and signed Certifications and Assurances (Attachment B to this RFQ).
2. Qualifications
3. Samples of work, references, or other information or information indicating competence in any of the expected work assignments in Section 4.1 of this RFQ. Samples of work may include training materials, presentations, facilitation guides, planning documents and/or any other materials related to professional development.

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 it to be considered responsive, however, these items are not scored. Items marked “scored” are those that are awarded points as part of the evaluation conducted by the evaluation team.

### 1.1 LETTER OF SUBMITTAL (MANDATORY)

The Letter of Submittal and the attached Certifications and Assurances form (Attachment 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.

### 1.2 BUSINESS INFORMATION (MANDATORY)

In the case where the consultant is a sole proprietor, please provide name, address, phone number, fax number, e-mail address, and [Uniform Business Identification \(UBI\)](#) number issued by the state of Washington Department of Revenue. Also indicate the following:

- Whether the consultant was an employee of the state of Washington during the past 24 months, or is currently a Washington State employee.
- Whether the Consultant has had a contract terminated for default in the last five years and full details if applicable. If no such termination for default has been experienced in the past five years, indicate so in the proposal.

WSSDA will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience or whether a conflict of interest exist.

In the case where the proposer is organized as another business type, please 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.

- Provide the firm's Federal Employer Tax Identification number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue. In case the only available tax identification number is a social security number please indicate that in the letter, but please do not include it in the submission.
- Indicate how many employees are with the firm. Name the firm principles and their roles.
- 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.
- 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.
- If the Consultant has had a contract terminated for default in the last five years, and describe such incident.
- 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, indicate so in the proposal.

### **1.3 QUALIFICATIONS (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 (See *section 4.1 of this RFQ*), the Consultant's ability to accomplish them, and the ability to meet reasonable timeframes, and an interest in working with WSSDA

#### **1.3.1 EXPERIENCE (SCORED)**

Describe or demonstrate services provided by the Consultant that indicate the Consultant's ability to provide the services and meet the minimum and preferred qualifications described in this RFQ.

- Demonstrated ability to complete these services including any past experiences in training governance boards as well as special skills in facilitation, strategic planning, professional presentations, interpersonal relationships and adult learning.
- Indicate any other experience that indicates the qualifications of the Consultant for the performance of the potential contract.

- Supply names, addresses, telephone numbers and letters of references from three persons and briefly describe the relationship of each reference to the Consultant. The Consultant must grant permission to WSSDA to contact all references provided.

### 1.3.2 WORK SAMPLES (SCORED)

Provide a list and samples of past projects demonstrating the Consultant is qualified to perform the work on this project (see topics from Sections 1.2 or 1.3).

## 2 SCORING OF PROPOSALS

### 2.1 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 that 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.

### 2.2 CLARIFICATION OF PROPOSAL

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

### 2.3 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 and Experience	60 points	60% of Sub-Total
Work samples	40 points	40% of Sub-Total
<b>SUB-TOTAL</b>	<b>100 points</b>	<b>66.6% of Grand</b>
References (only on top scoring proposals)	Mandatory but unscored	0% of Grand Total
Oral presentation/Interview (only on top scoring proposals)	50 points	33.3% of Grand Total
<b>GRAND TOTAL POSSIBLE (for top scoring firms)</b>	<b>150 points</b>	<b>100%</b>

## 2.4 ORAL PRESENTATION AND INTERVIEWS

WSSDA will contact the top scoring Consultants to schedule a date, time, and location for the interview and presentation. Interviews may be conducted virtually or in-person, as determined by WSSDA. If selected for an interview, the Consultant will receive instructions on what the process will entail.

## 3 GENERAL INFORMATION FOR CONSULTANTS

### 3.1 ABOUT WSSDA

Formed in 1922, 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.

The scope of this work supports WSSDA's Mission - WSSDA builds leaders by empowering its members with tools, knowledge and skills to govern with excellence and advocate for public education. It also supports WSSDA's Guiding Vision for Directors: Each school director will obtain the skills and resources that they need to be successful. See WSSDA's Vision, Mission and Goals here: [About WSSDA - WSSDA](#)

### 3.2 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, Chief Financial Officer
Mailing/Street Address	P.O. Box 5248 Lacey, WA 98509
Phone Number	360-252-3012
E-Mail Address	<a href="mailto:J.Collette@wssda.org">J.Collette@wssda.org</a>

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.

### 3.3 PURPOSE

The purpose of this procurement is to recruit a cadre of training consultants with facilitation skills and experience in board governance, professional development and training to perform work for or on behalf of WSSDA. All training and professional development provided to WSSDA's members (school directors and board-superintendent teams) will be consistent with the association's Vision, Mission and Goals and Equity statement.

### 3.4 PERIOD OF PERFORMANCE

The period of performance of any contract(s) resulting from this RFQ is scheduled to begin on or about **02/01/2022** and to end on **08/31/2023** with WSSDA's option to renew for the following time periods:

Scheduled to begin on or about **09/01/2023** and to end on **08/31/2024**.

Scheduled to begin on or about **09/01/2024** and to end on **08/31/2025**.

### 3.5 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Qualifications	10/06/2021
Question & answer period	From 10/7/2021 To 11/10/2021
Issue addendum to RFQ (if applicable)	11/16/2021
Proposals due	12/09/2021
Evaluate proposals	From 12/10/2021 To 12/16/2022
Conduct oral interviews with finalists	From 01/10/2022 To 01/14//2022
Announce "Apparent Successful Contractor" and send notification via fax or e-mail to unsuccessful proposers	01/19/2022
Hold debriefing conferences (if requested)	From 01/24/2022 To 01/25/2022
Negotiate contract	From 01/19/2022 To 01/28/2022
Begin contract work	02/01/2022

WSSDA reserves the right to revise the above schedule.

## 4 DESCRIPTION OF WORK AND DESIRED QUALIFICATIONS

### 4.1 SCOPE OF WORK

The objective of this procurement is to contract with qualified individuals and/or firms to be part of a group of consultants to:

- 1) Assist the WSSDA Leadership Development Services branch, and other branches as needed, in providing support, training and professional development, virtually and/or in-person, to our members through half-day and full day workshops, retreats and trainings for individual or multiple boards; conference or other group presentations or trainings; hourly training or consulting services; and custom-designed training or board support services, including but not limited to strategic planning services
- 2) Make presentations on behalf of WSSDA at WSSDA or other conferences, including but not limited to WSSDA's Annual Conference, Equity Conference, Regional Conferences, Regional Meetings or others as assigned.
- 3) Participate in other special projects, as assigned.
- 4) Attend regular, required Leadership Consultant training sessions, as determined by WSSDA.
- 5) Base all trainings and professional development on the framework and curriculum defined in WSSDA OnBoard: A Professional Learning System for School Directors described here: [WSSDA OnBoard - WSSDA](#)

***See Attachment C: Sample Contract for more details on the scope of work.***

### 4.2 MINIMUM QUALIFICATIONS

Equity is foundational to the work of WSSDA.

Our members believe that educational equity can only exist when a student's level of opportunity and achievement cannot be predicted based on race, characteristics, or circumstances. Therefore, we must identify and eliminate any discriminatory practices and prejudices within our state's public education system.

As an employer, we strive to create an inclusive working environment that respects diverse backgrounds. Individuals from diverse gender, racial and ethnic backgrounds, religions and creeds, and national origins, individuals with any disabilities or the use of a trained service dog or service animal, individuals over 40 years of age, individuals in honorably discharged veteran or military status and individuals of all sexual orientations and gender identities are encouraged to apply. Please include your name and preferred pronouns in your application, to ensure we address you appropriately throughout the application process.

The Consultant must possess the following minimum qualifications:

- Licensed to do business in the state of Washington; and
- Excellent writing, communication, facilitation, and presentation skills,
- Experience facilitating groups to learn new skills, resolve conflict, develop a plan, and/or reach agreement.



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.

### **4.3 PREFERRED QUALIFICATIONS**

An ideal Consultant may also possess some or all the following preferred qualifications:

- Demonstrates recent experience in providing any of the services outlined in section 4.1 of this RFQ
- Experience training school board directors, school district administrators and/or school district personnel
- Experience serving as a school director or school board member.
- Knowledge of K-12 public school operations and education issues as demonstrated by school board service, employment or consulting experience
- Awareness of the role and responsibilities of board directors and superintendents
- Experience in the education field
- Experience training or working with governing boards;
- Content expertise in one or more of the following areas: educational governance, board- superintendent relations, student achievement, community engagement, equity and cultural competence, strategic planning, conflict management/mediation, teamwork and standard operating procedures, legal requirements of school directors, and/or district management
- Demonstrated ability to synthesize input from multiple stakeholders and build a coherent plan of action
- The ability to remain non-partisan, calm and professional in situations of conflict and the ability to assist in its resolution

### **RFQ ATTACHMENTS:**

- Attachment A: Disclosures, Guidelines, and Definitions
- Attachment B: Certifications and Assurances
- Attachment C: Sample Contract
- Attachment D: General Terms and Conditions

## **DISCLOSURES, GUIDELINES, AND DEFINITIONS**

### **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.

### **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.

### **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.

## **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.

## **ACCEPTANCE PERIOD**

Proposals must provide 60 days for acceptance by WSSDA from the due date for receipt of proposals.

## **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, at its sole discretion, to waive minor administrative irregularities.

## **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.

## **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 Attachment C and the General Terms and Conditions attached as Attachment D and incorporated by reference in the sample contract. In no event is a Consultant to submit their own standard contract terms and conditions in response to this solicitation. The Consultant may submit exceptions as allowed in the Certifications and Assurances section, Attachment B to this solicitation. WSSDA will review requested exceptions and accept or reject the same at its sole discretion.

## **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.

## **NO OBLIGATION TO CONTRACT**

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

## **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.

## **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.

## **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.

## **NOTIFICATION TO PROPOSERS**

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

## **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.

## **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.

## 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>*
- **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.
- **Facilitator/Facilitate:** Group facilitation is a process in which a person whose selection is acceptable to all members of the group, who is substantively neutral, and who has no substantive decision-making authority diagnoses and intervenes to help a group improve how it identifies and solves problems and makes decisions, to increase the group's effectiveness. The facilitator's main task is to help the group increase effectiveness by improving its process and structure. (*Schwarz 2002: 5*)
- **Proposal.** A formal offer submitted in response to this solicitation.
- **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.
- **Termination for default.** 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.
- **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:
  - The curriculum (the content and instruction for learning),
  - Delivery mechanisms (providing multiple ways to access the learning), and
  - An electronic data management system (for organizing and tracking digital content and professional learning progress).

### 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.

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Signature of Proposer

---

Title

---

Date



**CONTRACT FOR SERVICES**  
**Contract No. 2022-0XX**

between

**WASHINGTON STATE SCHOOL DIRECTORS' ASSOCIATION**  
(hereinafter referred to as WSSDA)  
P.O. Box 5248  
Lacey, WA 98509

and

**CONSULTANT's NAME**  
Consultant's Address  
City, State Zip Code

Federal Identification #XXX-XXX-XXX

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

## **I. DUTIES OF THE CONTRACTOR**

- A.** CONTRACTOR shall be part of a cadre (group) of Leadership Consultants that will provide support, services, professional development, facilitation, and training, as assigned, to WSSDA members, board/superintendent/staff teams, and fellow consultants. These may include virtual or onsite board workshops and retreats, coaching, presentations, planning, content-specific consulting (i.e. strategic planning or equity training), curriculum piloting and refinement, and delivery of and training in WSSDA curriculum.
- B.** In order to accomplish the general objectives of this Contract, Contractor shall perform the following specific duties to the satisfaction of WSSDA's Leadership Development Contract Manager, or designee:
- 1)** Assist the WSSDA Leadership Development Services branch, and other branches as needed, in providing support, training and professional development to our members through:
    - a)** 1-4 hour individualized, single-district workshops and retreats, delivered virtually.
    - b)** Half-day (1-4 hours) or full-day (5-8 hours) individualized, single-district workshops and retreats, delivered onsite.
    - c)** Half-day (2-4 hours) or full-day (5-8 hours) multi-board workshops and trainings, conference or other group presentations or trainings based on WSSDA-provided curricula, which may include WSSDA OnBoard Learning Experiences, Board Boot Camp, and Board Candidate Workshops, delivered virtually or onsite.
    - d)** Other hourly services, as assigned, other than workshops or presentations, including strategic planning, equity training, or other content-specific consultation that has clear deliverables and a specified budget and timeline.
  - 2)** Make virtual or onsite presentations with or on behalf of WSSDA at its own or other conferences, including but not limited to WSSDA's Annual Conference, Equity Conference, Regional Conferences, Regional Meetings or others as assigned.
  - 3)** Participate in other special projects, as assigned.
  - 4)** Participate in regular, required Leadership Consultant training sessions, as determined by WSSDA. Training may include virtual or onsite attendance at events or conferences, such as WSSDA's Annual Conference.
  - 5)** Base all trainings and professional development on the framework and

curriculum defined in WSSDA OnBoard: A Professional Learning System for School Directors or other curricula provided by WSSDA.

Examples of typical work or projects CONTRACTOR might perform include, but are not limited to:

**Customized District Workshops**

Provide customized workshops or trainings onsite or virtually to WSSDA member school districts or groups of school districts that have requested a workshop on a particular topic. CONTRACTOR expectations for customized district workshops will include:

- a) Contacting the assigned school district's administration and/or board prior to the workshop to arrange logistics and assess the needs for the workshop. Logistics may include arranging for workshops at a physical or virtual location.
- b) Preparing and providing to workshop attendees the workshop agenda, content and materials based on input from the school district, using WSSDA's curriculum and other training materials, and on the CONTRACTOR's assessment of the district's needs.
- c) Being responsible for timely, skilled and professional presentation of the workshop.
- d) On completion of the workshop, submitting to WSSDA a summary of the workshop that includes participant evaluations and recommendations for future training based on the CONTRACTOR's review of the workshop and district. Items shall be submitted to WSSDA electronically.

### **WSSDA Annual Conference Presentations**

Provide support to WSSDA's Leadership Development branch for WSSDA's Annual Conference. CONTRACTOR expectations for annual conference presentations when assigned may include, but are not limited to:

- a) Leading or co-facilitating pre-conference and/or breakout sessions and providing other services as assigned, in onsite or virtual format.
- b) Preparing WSSDA-approved materials (agenda, lesson plan, electronic presentations, handouts, facilitator guides, reference materials, etc.) needed to support these sessions in onsite or virtual format.
- c) Providing skilled and professional presentations to WSSDA Annual Conference attendees.
- d) Following up on questions or requests related to presentations as needed.
- e) Providing feedback to WSSDA on effectiveness of presentation and any needed future improvements or materials.
- f) Being available to support school boards upon request.

### **Contributing to WSSDA Content and Training Materials**

As WSSDA continues to develop its *WSSDA OnBoard Professional Learning System*, expectations for the CONTRACTOR may include:

- a) Contributing to the continual improvement of WSSDA's training materials, resources and techniques, including:
  - i. Utilizing curriculum and training materials from WSSDA, including OnBoard, board self-assessment surveys, and other publications and materials;
  - ii. Providing feedback and recommendations about WSSDA's professional development of its members, including the WSSDA OnBoard system;
- b) Sharing emerging or current topics or issues related to school board governance to serve as thought partners with WSSDA.
- c) Attending "train the trainer" opportunities to prepare for future delivery of training, including OnBoard Learning Experiences.

C. The Contractor shall produce the following written reports or written documents (deliverables) and provide to WSSDA electronically by the dates indicated below:

<b>Deliverables (<i>Templates provided by WSSDA</i>)</b>	<b>Due Date</b>
<b>1. Project Initiation Worksheet</b>	No less than 1 week prior to prior to date of presentation, workshop or training.
<b>2. Project Completion Form</b>	Submit evaluations and payment request to WSSDA no more than three (3) weeks after presentation, workshop or training.
<b>3. Expense Report</b>	No more than three (3) weeks after presentation, workshop or training. For district workshops, CONTRACTOR will bill the district directly for expenses.

All written reports or documents required under this Contract must be delivered to WSSDA in accordance with the schedule above, unless mutually agreed by WSSDA and CONTRACTOR.

**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:

**09/01/2021 or date of execution, whichever is later, through 08/31/2022.**

**III. DUTIES OF WSSDA**

- A. In consideration of Contractor’s satisfactory performance of the duties set forth herein, WSSDA shall compensate Contractor at the set rates shown in the table below:

<b>Scope of Work:</b>	<b>Payment from WSSDA to CONTRACTOR</b>	<b>Expenses</b> Allowable expenses include mileage or other travel costs, meals while traveling or onsite, materials or supplies agreed to by school district or WSSDA prior to workshop, presentation or training.
Half-day (2-4 hours) district workshop, conference presentation or training, delivered onsite	\$750	CONTRACTOR to bill and collect from school district for district workshops. For all others, CONTRACTOR to bill and collect from WSSDA
Full day (5-8 hours) district workshop, conference presentation or training, delivered onsite	\$1,125	CONTRACTOR to bill and collect from school district for district workshops. For all others, CONTRACTOR to bill and collect from WSSDA
1-3 hours video conference or consulting (does not include district workshops)	\$90/hour, up to a maximum of \$270	CONTRACTOR to bill and collect from WSSDA
2-3 hour district workshop, conference presentation or training, delivered virtually	\$560	CONTRACTOR to bill and collect from school district for district workshops. For all others, CONTRACTOR to bill and collect from WSSDA
4-hour district workshop, conference presentation or training, delivered virtually	\$720	CONTRACTOR to bill and collect from school district for district workshops. For all others, CONTRACTOR to bill and collect from WSSDA
Hourly services, as assigned, other than workshops or presentations	\$90/hour, up to a pre-determined maximum	CONTRACTOR to bill and collect from WSSDA or school district, as pre-determined prior to initiation of project

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.

**B. CONTRACTOR will be reimbursed for reasonable travel and subsistence expenses\*.**

1. For all district or district-specific workshops and training, CONTRACTOR will directly bill the school district.
2. For trainings, workshops and presentations provided by the CONTRACTOR that are not district-specific, CONTRACTOR will directly bill WSSDA for reasonable travel expenses\*. Expense vouchers submitted after 45 days of incurring the expense will not be reimbursed.

\*Reasonable travel and subsistence expenses are defined as:

- Round trip mileage at the current state rate from the CONTRACTOR's residence to the assignment location – or airport, if flying – using the most direct route, unless a variation from that route is approved in writing in advance by WSSDA staff.
- If previously approved by WSSDA, airfare at the lowest available, coach fare rate.
- If previously approved by WSSDA, compact rental car for transportation from airport to assignment location.
- Meals within Washington state per diem allowances, as found on <http://www.gsa.gov/portal/category/100120> and broken out by meal at <http://www.gsa.gov/portal/content/101518>. Alcoholic beverages are excluded from reimbursement. Itemized meal receipts must be submitted for reimbursement.
- Materials and printing costs for items distributed during the workshop or presentation must be pre-approved by WSSDA or by the client school district.

**C. Payment for services for each presentation, workshop or training shall be made to CONTRACTOR upon the contract manager's, or designee's, approval of the Leadership Consultant Payment Request.**

This form's approval is contingent upon the satisfactory completion of the deliverables referenced in section I. – Duties of the Contractor.

**IV. RENEWAL:** WSSDA has the right to renew this Contract in whole or in part for the following time periods:

- Scheduled to begin on or about **09/01/2022** and to end on **08/31/2023**.
- Scheduled to begin on or about **09/01/2023** and to end on **08/31/2024**.

WSSDA may renew by giving notice on or before the scheduled renewal date 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.

<b>Consultant</b>	<b>WSSDA</b>
Consultant's Name Title	Tricia Lubach Director of Leadership Development
Address City, State Zip Code	P.O. Box 5248 Lacey, WA 98509
Phone: (XXX) XXX-XXXX	Phone: (360) 890-5868
Email: <a href="#">XXXXXXXXX</a>	Email: <a href="mailto:t.lubach@wssda.org">t.lubach@wssda.org</a>

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

Each of the attachments listed below is by this reference hereby incorporated into this Contract:

- 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
- Any other provision, term or material incorporated herein by reference or otherwise incorporated.

In the event of an inconsistency in this Contract with federal and state of Washington statutes and regulations, the inconsistency shall be resolved by giving precedence to the statutes and regulations.



**VII. APPROVAL**

This Contract shall be subject to the written approval of WSSDA's authorized representative and shall not be binding until so approved. The Contract may be altered, amended, or waived only by a written amendment executed by both parties.

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

Consultant

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, pandemic or health crisis, 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.