

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

**REQUEST FOR QUALIFICATIONS AND QUOTATIONS  
RFQQ 2022-022**

**PROJECT TITLE: Legal Resources and Supports Roster**

**PROPOSALS DUE DATE: September 12, 2022**

**EXPECTED TIME PERIOD FOR CONTRACT: August 2022 through June 2024**

**ELIGIBILITY: *This procurement is open to those Proposers who 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, WSSDA has grown to consist of 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, 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 purpose of this procurement is to develop a roster of K-12 education school attorneys or other individuals with significant experience in education law and school board policy who WSSDA's Policy and Legal Services department has the option to call upon to perform selected work.

## 1.2 OBJECTIVE

The objective of this procurement is to contract with multiple qualified individuals and/or firms who will be placed on a roster of Contractors from which WSSDA's Policy and Legal Services department may call upon for assistance with the review, revision, and development of:

- WSSDA model policies/procedures/forms, as assigned; and/or
- WSSDA pamphlets/brochures/booklets/articles or other legal information resources, as assigned.

WSSDA may award none, one, or multiple contracts based on this RFQQ.

## 1.3 MINIMUM QUALIFICATIONS

A Contractor must possess the following minimum qualifications:

- Licensed to do business in the state of Washington;
- Comprehensive knowledge of K-12 public school legal issues, as demonstrated by employment, contracting, or consulting experience with a school district that includes analyzing /drafting of school board policies; and
- Excellent legal writing skills.

The proposal must convey the Proposer's knowledge, skills, and experience in the outlined areas.

Proposers 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 further evaluated.

## 1.4 PREFERRED QUALIFICATIONS INCLUDE

An ideal Contractor will also possess the following preferred qualifications:

- Juris doctorate from an ABA-approved law school;
- Expertise in one or more legal content areas applicable to school districts, including: human resources and school personnel issues; district management; municipal law; Open Public Meetings Act; Public Records Act; charter schools; school safety; student discipline; Individuals with Disabilities Education Act; Section 504; Title IX; harassment / intimidation / bullying; and / or constitutional rights, such as civil rights, free speech, and 4th amendment rights and issues;

- Experience as General Counsel for a Washington K-12 public school district;
- Experience litigating or representing school districts or municipal corporations;
- Experience conducting collective bargaining on behalf of a Washington school district;
- Experience conducting investigations, mediations, or adjudications on behalf of a Washington public school district;
- Experience counseling with school board directors, school district administrators, and/or district personnel on school policy/procedure.

## 1.5 PERIOD OF PERFORMANCE

The period of performance of any contracts resulting from this RFQQ could begin as soon as August 2022 and extend to August 2024. WSSDA reserves the option at its sole discretion to extend the contract for two additional one-year periods.

## 1.6 DEFINITIONS

Definitions for the purposes of this RFQQ include:

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

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

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

**Request for Qualifications and Quote (RFQQ).** Formal procurement document, which requests individuals, companies, and/or firms to provide their qualifications and hourly rates for providing the specific services requested.

**School Board Directors.** School board directors are the elected—or occasionally appointed—governing body 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.

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

## 1.7 ADA

WSSDA complies with the Americans with Disabilities Act (ADA). Proposers are welcome to contact the RFQQ Coordinator and request to receive reasonable accommodations that provide an equal opportunity to respond to this RFQQ.

## 2 GENERAL INFORMATION FOR PROPOSERS

### 2.1 RFQQ COORDINATOR

The RFQQ Coordinator is the sole point of contact in WSSDA for this procurement. Upon receipt of this RFQQ, all communication with WSSDA about the RFQQ shall be with the RFQQ Coordinator, as follows:

Name	Josh Collette, Chief Financial Officer
Mailing/Street Address	P.O. Box 5248, Lacey, WA 98509
Phone Number	360-890-5781
E-Mail Address	<a href="mailto:J.Collette@wssda.org">J.Collette@wssda.org</a>

Any other communication regarding the RFQQ will be considered unofficial and non-binding on WSSDA. Proposers are to rely on written statements issued by the RFQQ Coordinator. Communication directed to parties other than the RFQQ Coordinator regarding this procurement may result in disqualification of the Proposer.

### 2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue RFQQ	07/15/2022
Issue addendum to RFQQ (only if needed)	07/29/2022
Proposals due by or before	09/12/2022
Evaluate proposals: WSSDA will evaluate proposals as they are received.	From 07/15/2022 To 09/16/2022
Notify any proposers with whom WSSDA will not offer a contract via e-mail	From 08/1/2022 To 09/30/2022
Hold debriefing conferences (if requested)	10/03/22 – 10/27/22
Negotiate contracts: WSSDA will negotiate contracts as evaluations are completed and will finalize negotiations within 30 days.	From 07/15/2022 To 10/17/2022
Possible contract performance to begin: Contractors are placed on a roster of providers with whom WSSDA has the option of requesting the services identified in this RFQQ. Contracting with WSSDA based on this RFQQ does not guarantee the amount, if any, of actual work WSSDA may request. Contracting with WSSDA based on this RFQQ does not obligate a Contractor to agree to perform any specific work requested by WSSDA.	From 08/1/2022 To 06/30/2024

WSSDA reserves the right to revise the above schedule.

## **2.3 SUBMISSION OF PROPOSALS**

Consultants must submit signed proposals to WSSDA by email. The proposal is to be sent to the RFQQ Coordinator at the email address, noted in Section 2.1. The proposal must be received no later than 02:00 p.m., PDT, on September 12, 2022.

## **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 Executive Director of the WSSDA, or Designee and the apparent successful Contractor sign a contract, if any, resulting from this RFQQ. Thereafter, the proposals shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW).

The Proposer must clearly designate any information in the proposal that the Proposer 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. The Proposer must clearly identify and cite the particular exemption from disclosure the Proposer is claiming. 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. WSSDA will not honor the Proposer's marking the entire proposal exempt from disclosure or as Proprietary Information.

If a public records request is made for the information that the Proposer has marked as "Proprietary Information", WSSDA will notify the Proposer of such and state the date that the records will be released to the requester unless the Proposer obtains a court order enjoining that disclosure. If the Proposer fails to obtain the court order enjoining disclosure, WSSDA will release the requested information on the date specified. If a Proposer 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 Proposer's information per the court order.

WSSDA will charge for copying and shipping, as outlined in RCW 42.56, but will not charge a fee for inspection of contract files. Inspection of contract files requires twenty-four (24) hours' notice to the RFQQ Coordinator. All requests for information should be directed to the RFQQ Coordinator.

## **2.5 REVISIONS TO THE RFQQ**

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

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

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

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

## **2.7 ACCEPTANCE PERIOD**

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

## **2.8 RESPONSIVENESS**

The RFQQ Coordinator will review all proposals to determine compliance with administrative requirements and instructions specified in this RFQQ. All Proposers are hereby specifically notified that failure to comply with any part of the RFQQ 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. WSSDA seeks to contract based on a flat fee structure. Therefore, the proposal should be submitted initially on the most favorable terms which the Proposer can propose. WSSDA reserves the right to contact a Proposer for clarification of its proposal.

The Proposer should be prepared to accept this RFQQ for incorporation into a contract resulting from this RFQQ. Contract negotiations may incorporate some or the Proposer'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.

## **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 Proposer to submit its own standard contract terms and conditions in response to this solicitation. The Proposer 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 Proposer in preparation of a proposal submitted in response to this RFQQ, in conduct of a presentation, or any other activities related to responding to this RFQQ.

## **2.12 NO OBLIGATION TO CONTRACT**

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

## **2.14 COMMITMENT OF FUNDS**

Any contracts resulting from this RFQQ 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 may be submitted electronically through electronic mail. The Consultant will submit the proposal with the four major sections ordered as follows:

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

Proposers are encouraged to provide information in the same order as presented in this document with the same headings. This will help the evaluators of the proposal and should assist the Proposer 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.

#### 3.1 LETTER OF SUBMITTAL (MANDATORY)

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A to this RFQQ) must be signed and dated by a person legally authorized to bind the Proposer 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 Proposer’s name and/or company name, address, phone number, fax number (if applicable), e-mail address, legal status of entity (ownership) and year entity was established as it now substantially exists. If desired, designate and identify a specific point of contact in the Proposer’s firm.
- B. Provide the Proposer’s Federal Employer Tax Identification number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue.

**Note:** *Please do not submit social security numbers. We will obtain that information at the time of contracting, if needed.*

- C. Identify any principles of the Proposer’s firm and the number of employees.
- D. Identify any of Proposer’s current employees or governing board members who were state of Washington employees during the last 24 months or who are current state of Washington employees. Include their job title/position held, responsibilities within the Proposer’s organization, and separation date from state of Washington employment, if applicable. After WSSDA’s review of this information, WSSDA may disqualify the Proposer from further consideration for award of a contract if WSSDA determines that a conflict of interest exists.



- E. Termination for default is defined as notice to stop performance due to the Proposer'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. If the Proposer has had a contract terminated based on the Proposer's default in the last five years, describe such incident and the Proposer's position on the matter. Submit full details of the terms for default, including the other party's name, address, and phone number. WSSDA will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience.
- F. If the Proposer has had no termination for default in the past five years, the Proposer should state such in the Business Information.

### **3.3 QUALIFICATIONS and EXPERIENCE SECTION (MANDATORY)**

This RFQQ seeks to identify qualified individuals and/or firms who will be placed on a roster of Contractors from which WSSDA's Policy and Legal Services department may call upon for assistance with the review, revision, and development of:

- WSSDA model policies/procedures/forms, as assigned; and/or
- WSSDA pamphlets/brochures/booklets/articles or other legal information resources, as assigned.

The qualifications section of the proposal must contain information that demonstrates and/or describes the Proposer's qualifications, experience, and expertise regarding the types of services sought as well as the Proposer's ability to accomplish the specified work with excellence and within reasonable timeframes.

Identify the staff who could be called upon to do work under this contract and provide their resumes. Proposers are encouraged to identify and include information about areas of expertise in one or more legal content areas that might be valuable to WSSDA as it supports school districts. Proposers with the ability, experience, or expertise for writing about legal topics for the lay person, should provide a writing sample(s) that demonstrates such.

#### **3.3.2 OMWBE CERTIFICATION (OPTIONAL)**

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.

### **3.4 QUOTATION (MANDATORY)**

The Quotations section must be comprehensive of anticipated billings to WSSDA under the proposed contract. The hourly rates are to represent fully weighted costs, including administrative costs, local travel costs, or any other applicable fees. The Quotations should either list differing hourly rates, depending on the staff assigned, or provide a single overall blended hourly rate for the Proposer's firm for this contract.

Proposers are encouraged to submit proposals that are consistent with state government efforts to conserve state resources, however the award of contracts is not necessarily determined by the proposal with the lowest quotation of least cost.

Contractors are required to collect and pay Washington state taxes as applicable.

## **4 EVALUATION AND CONTRACT AWARD**

### **4.1 CLARIFICATION OF PROPOSAL**

The RFQQ Coordinator may contact Proposers for any clarification needed.

### **4.2 EVALUATION PROCEDURE**

An evaluation team, designated by WSSDA will evaluate responsive proposals. The evaluation team at its sole discretion will determine the proposals that are apparent successful contractors as stated in this RFQQ and any addenda issued.

### **4.3 INTERVIEWS (If deemed necessary)**

If an interview is deemed helpful to identify a successful proposal for awarding a contract, WSSDA will contact such Proposers and schedule a date, time, and location for the interview. If WSSDA asks a Proposer for an interview, WSSDA will provide instructions on what the process will entail.

### **4.4 NOTIFICATION TO PROPOSERS**

Individual or firms whose proposals have not been selected for further negotiation or award of contract will be notified by e-mail.

### **4.5 DEBRIEFING OF UNSUCCESSFUL PROPOSERS**

Upon the Proposer's request, WSSDA will schedule a debriefing conference with an unsuccessful Proposer. The RFQQ Coordinator must receive the debriefing request within three (3) business days after the Proposer received notification of unsuccessful selection.

The debriefing will be limited to a critique of the proposal submitted by the requesting Proposer. Comparisons between proposals or evaluations of the other proposals will not be allowed. WSSDA reserves the right to conduct debriefing conferences on the telephone, via an electronic platform, or in-person. Debriefing conferences will be scheduled for a maximum of one hour.

### **4.6 PROTEST PROCEDURE**

Proposers who submitted a response to this RFQQ and who participated in a debriefing conference may protest their unsuccessful selection as described in these procedures. WSSDA will not consider protests that do not follow these procedures. This protest procedure constitutes the sole administrative remedy available to Proposers under this procurement.

A Proposer who wishes to protest not being awarded a contract must file the protest within three (3) business days of completing the debriefing conference with the RFQQ Coordinator. The Proposer may submit a protest by facsimile but should promptly provide the original document.

All protests must be in writing and signed by the protesting party or an authorized Agent. Protests must identify an issue of fact concerning:

- A matter of bias, discrimination, or conflict of interest on the part of the evaluator
- Non-compliance with procedures described in the procurement document or WSSDA policy
- The protest must state which of the above grounds the Proposer is contesting and include specific facts and complete statements of the action(s) protested. The protest must also

include a description of the relief or corrective action requested.

WSSDA will not reject as without merit protests that 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, WSSDA will hold a protest review. WSSDA's Executive Director or delegate who was not involved in the procurement, will consider the record, with all available facts, and issue a decision within five (5) business days of receipt of the protest. If additional time is required, WSSDA will notify the protesting party of the delay.

In the event a protest may affect the interest of another Proposer that submitted a proposal, WSSDA will give such Proposer an opportunity to submit its views and any relevant information on the protest to the RFQQ Coordinator.

The final determination of the protest shall either:

- 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:
  - Correcting the errors and re-evaluating all proposals
  - Reissuing the solicitation document and beginning a new process
  - Making other findings and determining other courses of action as appropriate

As this RFQQ is intended to result in multiple contracts, WSSDA may enter into contracts with other Proposers who were apparently successful contractors regardless of whether WSSDA determines that the protest had merit.

### **RFQQ EXHIBITS**

Exhibit A: Certifications and Assurances

Exhibit B: Sample Personal Service Contract

## **CERTIFICATIONS AND ASSURANCES**

1. I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):
2. I/we declare that all answers and statements made in the proposal are true and correct.
3. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
4. The attached proposal is a firm offer for a period of 60 days following receipt, and WSSDA may accept it without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
5. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
6. I/we understand that WSSDA will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of WSSDA, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
7. Unless otherwise required by law, the prices and/or cost data that have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
8. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
9. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
10. I/we grant 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.
11. If any staff member(s) who will perform work on this contract has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached page.

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Signature of Proposer

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Title

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Date

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

between

**WASHINGTON STATE SCHOOL DIRECTORS' ASSOCIATION**  
(hereinafter referred to as WSSDA)  
225 College St. NE  
Olympia, WA 98516

and

**{LEGAL RESOURCE CONTRACTOR}**  
(hereinafter referred to as Contractor)  
{Street Address}  
{City, State Zip Code}

Federal Identification #XX-XXXXXXX

**AND**

Unified Business Identifier #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. The general objectives of this Contract are as follows:

Contractor shall assist the WSSDA Policy and Legal Services department with policy review and/or writing of WSSDA model policies as assigned; and provide WSSDA client-school districts with customized policy guidance as assigned.

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

1. Contractor agrees to provide customized policy analysis, advice, and guidance to WSSDA-client school districts as requested by the district and in accordance with the compensation terms outline herein
2. Contractor agrees to assist with WSSDA Policy and Legal Services department with drafting, review, and analysis of WSSDA model policies and procedures.
3. Contractor agrees to be reasonably available throughout the term of this Agreement to provide telephone and email consultants as requested by WSSDA Policy and Legal Services department and/or WSSDA-client school districts.
4. If requested by a WSSDA-client school district, Contractor agrees to make one site visit to the district, for which WSSDA will pay travel costs including travel time (not to exceed 16 hours), lodging, meals, transportation costs, and parking.
5. Contractor agrees to confer with the WSSDA Contract Manager to discuss status of current WSSDA-client school district projects.
6. Contractor agrees to invoice WSSDA for services rendered not later than the (5<sup>th</sup>) day of the month following the month in which the work was performed. Invoices shall indicate time billed per assigned project.

## **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:

August 15, 2022, or date of execution, whichever is later, through June 30, 2024.

### III. DUTIES OF WSSDA

- A. In consideration of Contractor's satisfactory performance of the duties set forth herein, WSSDA shall compensate Contractor for services rendered at the hourly rates specified in section 4 of the Contractor's response to the RFQQ (Attachment C), and are as follows:

{Insert Legal Service Rate}

Services rendered are not to exceed a total of twenty-five thousand dollars (\$25,000). 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.

All necessary expenses not specifically listed shall be approved in advance in writing by WSSDA's designee.

Funds for the payment of this Contract are provided by state dollars.

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

Periodically (not more often than monthly), based on invoices submitted by the Contractor. Invoices will be paid only after approval by WSSDA. The 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 designee receiving and approving the invoice, payment will be mailed or electronically transferred to the Contractor by WSSDA.

- 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 or the Contractor have the right to renew this Contract in whole or in part for July 1, 2024 through June 30, 2025.

WSSDA or the Contractor will give notice on or before June 1<sup>st</sup> (*one month prior to the start of the new period*) to the other party. WSSDA and Contractor shall negotiate any revision of terms, 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>{Legal Resource Contractor}</b>	<b>Washington State School Directors' Association</b>
{Contact}	Abigail Westbrook
{Title}	Director, Policy and Legal Services
{Street/Mailing Address}	P.O. Box 5246
{City, State Zip Code}	Lacey, WA 98509 USA
Phone: (XXX) XXX-XXXX	Phone: (360) 252-3018
Fax: (XXX) XXX-XXXX	
Email: {email address}	Email: a.westbrook@wssda.org

**V. 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 – Request for Qualifications and Quotations No. 2022-022
- Attachment C – Contractor’s Proposal
- Any other provision, term or material incorporated herein by reference or otherwise incorporated.





## **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.