

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

**REQUEST FOR QUALIFICATIONS AND QUOTATIONS  
RFQ 2023-045**

**PROJECT TITLE: WSSDA Website Design Consultant**

**PROPOSAL DUE DATE: 11/13/2023 by 2:00 PM Pacific Time**

**EXPECTED TIME PERIOD FOR CONTRACT: 01/01/2024 through 12/31/2024**

**CONSULTANT ELIGIBILITY: *This procurement is open to those consultants that satisfy the minimum qualifications stated herein and that are available for work in Washington State.***

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# 1 INTRODUCTION

## 1.1 BACKGROUND

Formed in 1922, WSSDA consists of 1,477 locally elected school board members from across Washington. As a state agency, per chapter 28A.345 RCW, WSSDA supports its members with research-based leadership development tools and training, policy and legal resources, and legislative advocacy support. This work is of critical importance because school boards 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.

## 1.2 OBJECTIVE

The objective of this procurement is to contract with a qualified individual or firm with which WSSDA's Communications department will work in redesigning WSSDA's website.

WSSDA may award one contract as a result of this RFQQ. The contract will result in a cost not to exceed \$75,000 to WSSDA.

WSSDA's goals in undertaking a website redesign include:

- Improving the overall user experience
- Improving the appearance and usability of the search function
- Connecting the organization's services and resources with the people who need them
- Engaging members with ongoing news and events
- Improving and ensuring ADA compliance
- Raising awareness of the organization and clarifying its mission
  - Positioning WSSDA as an expert but not a regulatory authority

WSSDA intends to continue using Trumba, Formstack, and WordPress.

## 1.3 MINIMUM QUALIFICATIONS

The consultant must possess the following minimum qualifications:

- Licensed to do business in the state of Washington; and
- Demonstrable skills in one or more of the areas listed above in section 1.2

Those who do not meet the minimum qualifications will be rejected as nonresponsive and will not receive further consideration. Any proposal that is rejected as non-responsive will not be evaluated or scored.

Guidance on the requirements for conducting business in Washington State can be found at <https://dor.wa.gov/doing-business>

## 1.4 DESIRABLE QUALIFICATIONS INCLUDE

An ideal consultant would possess multiple years of experience working in the communications field, particularly involving public education.

## 1.5 PERIOD OF PERFORMANCE

The period of performance of any contract(s) resulting from this RFQ are tentatively scheduled to begin on or about January 1, 2024, and to end on December 31, 2024.

## 1.6 DEFINITIONS

Definitions for the purposes of this RFQ include:

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

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

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

**Request for Qualifications (RFQ).** Formal procurement documents in which services needed are identified and individuals, companies and firms are invited to provide their qualifications.

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

**School Board Directors.** School board directors are the elected—or occasionally appointed—members of the 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.

## 1.7 ADA

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

## 2 GENERAL INFORMATION FOR CONSULTANTS

### 2.1 RFQ COORDINATOR

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

Name	Josh Collette, Chief Financial Officer
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.

## 2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Qualifications and Quotations	10/2/2023
Question & answer period	From 10/2/2023 To 10/20/2023
Issue addendum to RFQ (if applicable)	10/25/2023
Proposals due	11/13/2023
Evaluate proposals	From 11/13/2023 To 11/30/2023
Conduct oral interviews with finalists, if necessary and/or required	12/6/2023 - 12/7/2023
Announce “Apparent Successful Contractor(s)” and send notification via e-mail to unsuccessful proposers	12/11/2023
Hold debriefing conferences (if requested)	12/12/2023 – 12/14/2023
Negotiate contract	From 12/11/2023 To 12/24/2023
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 RFQ. Contracting with WSSDA based on this RFQ does not guarantee the amount, if any, of actual work WSSDA may request. Contracting with WSSDA based on this RFQ does not obligate a Contractor to agree to perform any specific work requested by WSSDA.	1/1/2024

WSSDA reserves the right to revise the above schedule.

## 2.3 SUBMISSION OF PROPOSALS

Consultants may submit signed proposals to WSSDA either by mail or email. The proposal is to be sent to the RFQ Coordinator at the address, or email address, noted in Section 2.1. The proposal must be received no later than 02:00 p.m., Pacific Time, on November 13, 2023.

Proposers should allow normal mail delivery time to ensure timely receipt of their proposals by the RFQ Coordinator. Proposers assume the risk for the method of delivery chosen. WSSDA assumes no responsibility for delays caused by any delivery service. The envelope should be clearly marked for the attention of the RFQ Coordinator.

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

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

Proposals submitted in response to this competitive procurement shall become the property of WSSDA. All proposals received shall remain confidential until the Executive Director of WSSDA, or Designee and the apparent successful Contractor sign a contract, if any, resulting from this RFQ. Thereafter, the proposals shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW).

The consultant must clearly designate 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. The consultant must clearly identify and cite the particular exemption from disclosure the consultant 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 consultant's marking of the entire proposal exempt from disclosure or as Proprietary Information.

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.

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

## **2.5 REVISIONS TO THE RFQ**

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

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

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

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

## **2.7 ACCEPTANCE PERIOD**

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

## **2.8 RESPONSIVENESS**

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

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

## **2.9 MOST FAVORABLE TERMS**

WSSDA reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the consultant can propose. WSSDA reserves the right to contact a consultant for clarification of its proposal.

The consultant should be prepared to accept this RFQ for incorporation into a contract resulting from this RFQ. Contract negotiations may incorporate a portion of the consultant's proposal, or the 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 the qualifications of the consultant.

## **2.10 SAMPLE CONTRACT**

The apparent successful contractor will be expected to enter into a contract, which is substantially the same as the sample contract attached as Exhibit B and the General Terms and Conditions attached as Exhibit C and incorporated by reference in the sample contract. In no event is a consultant to submit its own standard contract terms and conditions in response to this solicitation. The consultant may submit exceptions as allowed in the Certifications and Assurances section, Exhibit A to this solicitation. WSSDA will review requested exceptions and accept or reject the same at its sole discretion.

## **2.11 COSTS TO PROPOSE**

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

## **2.12 NO OBLIGATION TO CONTRACT**

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

## **2.13 REJECTION OF PROPOSALS**

WSSDA reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFQ.

## **2.14 COMMITMENT OF FUNDS**

Any contracts resulting from this RFQ are subject to the availability of funds. The Executive Director of WSSDA or the Executive Director's designee are the only individuals who may legally commit WSSDA to the expenditures of funds. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

## **2.15 REGISTRATION, LICENSING, AND INSURANCE**

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

## **3 PROPOSAL CONTENTS**

Proposals may be submitted electronically via email. The consultant will submit the proposal with the three major sections ordered as follows:

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

Proposals must 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 consultant in preparing a thorough response.

Items in this section marked "mandatory" must be included as part of the proposal for the proposal to be considered responsive, however, these items are not scored. Items marked "scored" are those that are awarded points as part of the evaluation conducted by the evaluation team.

### **3.1 LETTER OF SUBMITTAL (MANDATORY)**

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A to this RFQ) must be signed and dated by a person legally authorized to bind the consultant to a contractual relationship, e.g., the president or executive director of a corporation, the managing partner of a partnership, or the proprietor of a sole proprietorship. Attach the Certifications and Assurances form to the Letter of Submittal.

### **3.2 BUSINESS INFORMATION (MANDATORY)**

- A. State the name of the company, address, phone number, fax number (if applicable), e-mail address, legal status of entity (ownership) and year entity was established as it now substantially exists.



- B. Provide the firm's Federal Employer Tax Identification number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue. In order to protect your confidential information, please do not submit a proposal with your social security number. We can obtain that information, if needed, at a later date.

Guidance on the requirements for conducting business in Washington State can be found at <https://dor.wa.gov/doing-business>.

- C. Indicate how many employees are with the firm. Name the firm principles and their roles.
- D. Identify any state employees or former state employees employed by the consultant or on the consultant's governing board as of the date of the proposal. Include their position and responsibilities within the consultant's organization. After review of this information, it is determined by WSSDA that a conflict of interest exists, the consultant may be disqualified from further consideration for the award of a contract.
- E. If the consultant's staff or subcontractor's staff was an employee of the state of Washington during the past 24 months, or is currently a Washington state employee, identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date.
- F. If the consultant has had a contract terminated for default in the last five years, describe such an incident. Termination for default is defined as notice to stop performance due to the consultant's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer or (b) litigated and such litigation determined that the Proposer was in default.
- G. Submit full details of the terms for default, including the other party's name, address, and phone number. Present the consultant's position on the matter. WSSDA will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of past experience. If no such termination for default has been experienced by the consultant in the past five years, so indicate.

### **3.3 WORK SAMPLES (MANDATORY & SCORED)**

Proposals must include works samples demonstrating the proposer's abilities to provide services listed in Sections 1.2 of this RFQ.

### **3.4 QUALIFICATIONS SECTION (MANDATORY)**

The services to be provided under this contract are to assist the WSSDA Communications Team in redesigning WSSDA's website as documented above in section 1.2 of this RFQ.

The qualifications section of the proposal must contain information that will demonstrate to the evaluation committee the consultant's ability and process for achieving the objective as documented above in section 1.2 of this RFQ, and the ability to meet reasonable timeframes.

### **3.4.1 EXPERIENCE (SCORED)**

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

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

- A. Designate the lead contact for this project and provide the name and a resume of that person. Provide names and resumes for other staff who will work on this project. Include pertinent information on the individuals' particular skills, education, experience, and significant accomplishments.

List any sub-consultants you may want to include to complete your roster of services. Describe what services each would provide. Provide the information in Section 3.4.1 about each.

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

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

## **4 EVALUATION AND CONTRACT AWARD**

### **4.1 EVALUATION PROCEDURE**

An evaluation team, designated by WSSDA, will evaluate responsive proposals. The evaluation team will determine the ranking of the proposals in strict accordance with the requirements stated in this solicitation and any addenda issued. WSSDA, at its sole discretion, may elect the top-scoring proposals as finalists for an oral presentation and interview. The combined scores will determine the apparent successful contractor.

### **4.2 CLARIFICATION OF PROPOSAL**

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

### 4.3 EVALUATION WEIGHTING AND SCORING

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

<b>RFQ Contents</b>	<b>Possible Points</b>	<b>Percentage of Total Points</b>
Letter of Submittal	Unscored	Mandatory
1. Qualifications: - Experience - Staffing - Process	15 Points 5 Points 30 Points	50% of Total
2. Work Samples	50 Points	50% of Total
<b>GRAND TOTAL POSSIBLE (for top scoring firms)</b>	<b>100 points</b>	<b>100%</b>

### 4.4 ORAL PRESENTATION AND INTERVIEWS (If deemed necessary)

WSSDA will contact the top scoring consultants to schedule a date, time, and location for the interview and presentation. If selected for an interview, the consultant will receive instructions on what the process will entail.

### 4.5 NOTIFICATION TO PROPOSERS

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

### 4.6 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

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

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

## 4.7 PROTEST PROCEDURE

Consultants who submitted a response to this RFQ 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 consultants under this procurement.

A consultant who wishes to protest must file the protest within three (3) business days of completing the debriefing conference with the RFQ Coordinator. The consultant 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
- Errors in computing the score
- Non-compliance with procedures described in the procurement document or WSSDA policy
- The protest must state which of the above grounds the consultant 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 consultant that submitted a proposal, WSSDA will give such consultant an opportunity to submit its views and any relevant information on the protest to the RFQ 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

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

**RFQ 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

---

Title

---

Date

**CONTRACT FOR SERVICES**

**Contract No. \_\_\_\_\_**

*Contract Number will be assigned upon request*

between

**WASHINGTON STATE SCHOOL DIRECTORS' ASSOCIATION**

(hereinafter referred to as WSSDA)

225 College St. NE

Olympia, WA 98516

and

**[CONTRACTOR NAME]** *(Include Contractor DBA if they have one)*

(hereinafter referred to as Contractor)

[Contractor Address]

Federal Identification # - *(if applicable)*

**AND/OR**

Unified Business Identifier # - - *(if applicable)*

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 Communications Team with redesigning WSSDA's website as follows:

{Clarifying Details from response to RFQ included here}

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, Sean Duke:

1. Contractor agrees to be reasonably available throughout the term of this Agreement to provide services as needed.
2. Contractor agrees to confer with the WSSDA Contract Manager to discuss status of the project.
3. Contractor agrees to invoice WSSDA for services rendered not later than the (10th) day of the month following the month in which the work was performed. Invoices shall indicate time billed, and if applicable, reasonable travel expenses for each assigned project. Reasonable travel expenses will be pre-approved by WSSDA's Contract Manager, and do not include expenses incurred by Contractor to hold meetings with WSSDA staff.

**II. CONDITIONS FOR 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:

January 1, 2024, or date of execution, whichever is later, through December 31, 2024.



### III. DUTIES OF WSSDA

- A. In consideration of Contractor's satisfactory performance of the duties set forth herein, WSSDA shall compensate Contractor as follows:

{Clarifying Details from response to RFQ included here}

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

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 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.

### D. CONTRACT MANAGEMENT

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

<b>[Contractor Name]</b>	<b>Washington State School Directors' Association</b>
[Name]	Sean Duke
[Title]	Communications Officer
[Address]	225 College Street NE Olympia, WA 98516  P.O. Box 5248 Lacey, WA 98516
Phone: ( ) -	Phone: (360) 252-3013
Fax: ( ) -	Fax: (360) 493-9231
Email: [Email Address]	Email: <a href="mailto:s.duke@wssda.org">s.duke@wssda.org</a>

#### **IV. 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 No. 2023-045
- Attachment C – Contractor's Proposal
- Any other provision, term or material incorporated herein by reference or otherwise incorporated.

**V. APPROVAL**

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

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

[Contractor Name]

WSSDA

<hr/>		<hr/>	
Signature	Title	Tim Garchow, Executive Director	
<hr/>		<hr/>	
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.

Non-profit organization?  yes\*  no  
\*If yes, under what IRS section? Please attach supporting documentation

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## **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.