

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

**REQUEST FOR QUALIFICATIONS  
RFQ 2024-015**

**PROJECT TITLE: WSSDA Executive Director Search Consultant**

**PROPOSAL DUE DATE: 03/27/2024**

**EXPECTED TIME PERIOD FOR CONTRACT: 4/08/2024 through 8/31/2024**

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

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# 1 INTRODUCTION

## 1.1 PURPOSE AND BACKGROUND

The Washington State School Directors' Association (WSSDA) is initiating this Request for Qualifications (RFQ) to solicit proposals from full-service executive search companies to assist the WSSDA Board of Directors in offering an employment contract to an Executive Director.

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 AND SCOPE OF WORK

The objective of this procurement is to contract with qualified individuals and/or firms for executive search services. The scope of work will include, but will not be limited to:

- Comprehensive and/or partnered search processes on behalf of WSSDA in seeking an Executive Director
  - proposed approach and methodology for providing executive search services for WSSDA.
- Provision of transition and support services to WSSDA from the beginning of the search through the contracting process.

## 1.3 MINIMUM QUALIFICATIONS

Minimum qualifications include:

- 1.3.1 Licensed to do business in the state of Washington.
- 1.3.2 Demonstrated executive search experience.

## 1.4 PREFERRED QUALIFICATIONS

Preferred qualifications include:

- 1.4.1 Demonstrated executive search experience with organizations similar to WSSDA that serve a statewide population coming from diverse backgrounds.
- 1.4.2 Experience working with groups serving K-12 public education.

## 1.5 PERIOD OF PERFORMANCE

The period of performance of any contracts resulting from this RFQ is tentatively scheduled to begin on or about **04/08/2024** and to end on **08/31/2024**.

WSSDA reserves the right to extend the contract for one additional year. Decisions to amend shall be based on sustained satisfactory performance as decided by WSSDA, successful completion of project objectives, and availability of funding.

Additional services appropriate to the original scope of this RFQ, as determined by WSSDA, may be added to the resulting contract by a written amendment mutually agreed to and executed by WSSDA and the Consultant.

## 1.6 DEFINITIONS

Definitions for the purposes of this RFQ include:

**Apparent Successful Contractor** The consultant selected as the entity to perform the anticipated services, subject to completion of contract negotiations and execution of a written contract.

**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.

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

**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 Director/School Board Directors** School directors (the official title for school board members in WA) are the elected or appointed governing body for each of the state's 295 school districts. School boards set policy, mission, and vision; guide budget development and approve district budgets; employ and evaluate the superintendent, 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 RFQ.

## 1.7 AMERICANS WITH DISABILITIES ACT (ADA)

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

## 2 GENERAL INFORMATION FOR PROPOSERS

### 2.1 RFQ COORDINATOR

The RFQ Coordinator is the sole point of contact in WSSDA for this procurement. All communication between the Proposer 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
Email 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. Proposers 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 Proposer.

### ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue request for qualifications	03/06/2024
Question & answer period	From 03/06/2024 To 03/15/2024
Issue addendum to RFQ (if applicable)	03/19/2024
Proposals due	03/27/2024
Evaluate proposals	From 03/28/2024 To 03/29/2024
Conduct oral interviews (possibly virtual) with finalists (if needed)	From 04/01/2024
Announce "Apparent Successful Contractor" and send notification via fax or email to unsuccessful proposers	04/02/2024
Hold debriefing conferences (if requested)	From 04/02/2024 To 04/05/2024
Negotiate contract	From 04/02/2024 To 04/05/2024
Execute Contract	04/08/2024

WSSDA reserves the right to revise the above schedule.

## **2.2 SUBMISSION OF PROPOSALS**

Proposers must submit signed proposals to WSSDA electronically by email. The proposal is to be sent to the RFQ Coordinator at the email address noted in Section 2.1. The proposal must be received no later than 12:00 p.m., Pacific Daylight Time, on March 27, 2024.

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

## **2.3 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 WSSDA Board President, 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 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, must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Proposer 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 Proposer has marked as "Proprietary Information" WSSDA will notify the Proposer of the request and of 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.

A charge will be made for copying and shipping, as outlined in RCW 42.56. No fee shall be charged for inspection of contract files, but twenty-four (24) hours' notice to the RFQ Coordinator is required. All requests for information should be directed to the RFQ Coordinator.

## **2.4 REVISIONS TO THE RFQ**

In the event it becomes necessary to revise any part of this RFQ, addenda will be published at <https://wssda.org/about-us/careers-and-contracts/>. For this purpose, the published questions and answers and any other pertinent information shall be provided as an addendum to the RFQ and will be placed on the website.

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

## **2.5 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.

## **2.6 ACCEPTANCE PERIOD**

Proposals must provide 90 days for acceptance by WSSDA from the due date for receipt of proposals.

## **2.7 RESPONSIVENESS**

All proposals will be reviewed by the RFQ Coordinator to determine compliance with administrative requirements and instructions specified in this RFQ. The Proposer 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.

## **2.8 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 Proposer can propose. WSSDA reserves the right to contact a Proposer for clarification of its proposal.

The Proposer should be prepared to accept this RFQ for incorporation into a contract resulting from this RFQ. 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.

Because WSSDA proposes a flat fee structure, the most favorable terms will be determined by the proposal of the Proposer.

## **2.9 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 C and the General Terms and Conditions attached as Exhibit D 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.

## **2.10 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 RFQ, in conduct of a presentation, or any other activities related to responding to this RFQ.

## **2.11 NO OBLIGATION TO CONTRACT**

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

## **2.12 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.

## **2.13 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.

## **2.14 REGISTRATION, LICENSING, AND INSURANCE**

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

## **3 PROPOSAL CONTENTS**

Proposals must be submitted electronically through email. The major sections of the proposal are to be submitted in the order noted below:

1. Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFQ).
2. Business Information; including previous contract history
3. Qualifications

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 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, however, these items are not scored. Items marked "scored" are those that are awarded points as part of the evaluation conducted by the evaluation team.



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

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A to this RFQ) must be signed and dated by a person authorized to legally bind the 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 name of the company, address, phone number, fax number, email 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. Please do not provide your Social Security number if that is your business' tax identification number.
- 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 Proposer or on the Proposer's governing board as of the date of the proposal. Include their position and responsibilities within the Proposer's organization. If following a review of this information, it is determined by WSSDA that a conflict of interest exists, the Proposer may be disqualified from further consideration for the award of a contract.
- E.** If the Proposer'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 Proposer has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the 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.
- G.** Submit full details of the terms for default, including the other party's name, address, and phone number. Present the Proposer'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 Proposer in the past five years, so indicate.

### **3.3 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, the Consultant's ability to accomplish them, and the ability to meet reasonable timeframes, and an interest in working with WSSDA. See Section 1.2 of this RFQ.

#### **3.3.1 EXPERIENCE (SCORED)**

Describe services provided by the Consultant that indicate the Consultant's ability to provide the services described in this RFQ. Indicate the experience the Proposer and any subcontractors have in the following areas:

- Executive search for state agencies and/or non-profit K-12 entities
- Indicate other relevant experience.

Include a list of contracts the Proposer has had during the last five years that relate to the Proposer's ability to perform the services needed under this RFQ. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and email addresses.

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

- A. Provide the name and a resume of the person who will be the lead contact for the project. Provide names and resumes for other staff, which includes information on the individual's particular skills related to this project, education, experience, significant accomplishments, and any other pertinent information.
- B. List any sub-Consultants you may want to include to complete your roster of services. Describe what services each would provide. Provide information about each sub-Consultant's qualifications to provide these services.

### **3.4 REFERENCES (MANDATORY)**

List names, addresses, telephone numbers, and email addresses of three (3) business references for the Proposer and three (3) business references for the lead staff person for whom work has been accomplished and briefly describe the type of service provided. Do not include current WSSDA staff as references. By submitting a proposal in response to this Work Request, the vendor and team members grant permission to WSSDA to contact these references and others who, from WSSDA's perspective, may have pertinent information. WSSDA may or may not, at its discretion, contact references.

### **3.5 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**

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team, to be designated by WSSDA, which will determine the ranking of the proposals.

### **4.1 CLARIFICATION OF PROPOSAL**

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

### **4.2 EVALUATION WEIGHTING AND SCORING**

The evaluation of proposals will be assigned weighting and points in accordance with Exhibit B: Proposal Scoring Sheet.

WSSDA reserves the right to award the contract to the Proposer whose proposal is deemed to be in the best interest of WSSDA.

### **4.3 ORAL PRESENTATION AND INTERVIEWS (If deemed necessary)**

WSSDA will contact the top scoring Proposers to schedule a date, time, and location (maybe virtual) for the interview and presentation. If selected for an interview, the Proposer will receive instructions on what the process will entail.

### **4.4 NOTIFICATION TO PROPOSERS**

Proposers whose proposals have not been selected for further negotiation or award will be notified by email.

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

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. The request for a debriefing conference must be received by the RFQ Coordinator within three (3) business days after the Notification of Unsuccessful Proposer letter is emailed to the Proposer. The debriefing must be held within ten (10) business days of the request.

Discussion will be limited to a critique of the requesting Proposer'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, at WSSDA's discretion, and will be scheduled for a maximum of 20 minutes.

### **4.6 PROTEST PROCEDURE**

This procedure is available to Proposers who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Proposer is allowed three (3) business days to file a protest with the RFQ Coordinator. Protests may be submitted by email but must be followed by the original document.

Proposers 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 Proposers 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 Proposer that submitted a proposal, such Proposer 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 apparent successful contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

## **5 RFQ EXHIBITS:**

- Exhibit A: Certifications and Assurances
- Exhibit B: Proposal Evaluation/Scoring Sheet
- Exhibit C: Sample Personal Services Contract
- Exhibit D: Contract Exhibit A – General Terms and Conditions

## 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 90 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 90-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

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Title

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Date

# WSSDA Executive Search Consultant RFQ 2024-015

## Proposal Evaluation/Scoring Sheet

<b>Name of Proposer:</b>	<b>Total Score</b>		<b>Out of 150 possible points</b>
<b>Complete Proposal Contents</b>			<b>Included <input type="checkbox"/></b>
<b>3.1 Letter of Submittal (MANDATORY BUT UNSCORED)</b>			
<b>3.2 Business Information (MANDATORY BUT UNSCORED), including</b>			
A. Business name (if applicable) and Proposer's name, address, contact information, email address, legal status of entity and year established			
B. Business ID number(s), and information on employment with the State of Washington for themselves, subcontractors and employees.			
C. Number of employees with the firm(s). Name the principles and their roles.			
D. Identify any state employees or former state employees, if applicable			
E. Identification of any state employment			
F. Information about default, if applicable.			
<b>Exhibit A: Completed Certification &amp; Assurance Form (MANDATORY BUT UNSCORED)</b>			
<b>3.3 Qualifications (MANDATORY AND SCORED BELOW)</b>			
<b>3.4 References (MANDATORY BUT UNSCORED)</b>			
<b>3.5 Office of Minority and Women's Business Enterprises - OMWBE Certification (OPTIONAL)</b>			
<b>ALL REQUIRED ITEMS PROVIDED (YES/NO)</b>			<input type="checkbox"/>
<b>3.3 Qualifications (SCORED)</b>	<b>No evidence</b>	<b>Weak/ limited evidence</b>	<b>Moderate Evidence</b>
1. A comprehensive list of contracts demonstrating the Proposer's ability to perform services under this RFQ.	0	1 to 20	21 to 40
2. The Proposer, and any subcontractors, demonstrate experience in the following area:			
A. State agencies or nonprofit serving statewide stakeholders from diverse backgrounds	0	1 to 10	11 to 20
B. Work with groups serving K-12 public education	0	1 to 3	4 to 7
<b>TOTAL SCORE FOR EXPERIENCE OF PROPOSER (OUT OF A POSSIBLE 100) =</b>			
<b>Comments on Proposer Qualifications and Experience:</b>			

<b>V. Oral Presentation/Interview (SCORED)</b>	<b>No evidence</b>	<b>Weak/ limited evidence</b>	<b>Moderate Evidence</b>	<b>Strong Evidence</b>
Commitment to a high level of professionalism and customer service	0	1 to 3	4 to 6	7 to 10
Demonstration of expertise in executive searches	0	1 to 3	4 to 6	7 to 10
Excellent communication skills	0	1 to 3	4 to 6	7 to 10
Clear description of processes and systems of event management	0	1 to 7	8 to 13	14 to 20
<b>TOTAL SCORE FOR ORAL PRESENTATION/INTERVIEW (OUT OF A POSSIBLE 50) =</b>				
<b>Interviewer Comments on Oral Presentation/Interview:</b>				
<b>Overall or Additional Interviewer Comments:</b>				

**SAMPLE CONTRACT FOR SERVICES**

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

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 objective of this Contract is for CONTRACTOR to provide full-service executive search services on behalf of WSSDA to select the next WSSDA Executive Director. These services include, but are not limited to:
- Analyzing information about characteristics of the ideal WSSDA Executive Director based on comments from the WSSDA Board of Directors, WSSDA members attending the 2015 Annual Conference, and online responses.
  - Producing a job announcement that incorporates member responses;
  - Widely disseminating a job announcement in databases that would attract top candidates residing in and out of the state and through other methods of communication;
  - Engaging in recruitment efforts that include email, telephone, and personal contacts with prospective candidates;
  - Collecting candidate information from those who complete the application process and sorting the applicant pool for viable candidates;
  - Conducting reference checks on the viable candidate pool;
  - Facilitating a screening committee that will sort the viable candidate pool to a group that will be narrowed for semi-finalist interviews;
  - Deriving an instrument to score the candidate application materials;
  - Facilitating the first round of interviews;
  - Producing a set of interview questions that can be used by the interview team;
  - Assisting the interview team with choosing finalists for executive board interview;
  - Conducting a thorough reference check of all finalists; including criminal background, personal financial review, and telephone checks with at least four professional references;
  - Facilitating the executive board interview process through selection of an Executive Director;
  - Assisting, as requested, in the negotiation of an employment contract with the new Executive Director.
- B.** Provide WSSDA with detailed monthly invoices for services rendered, including date of service.
- C.** In order to accomplish the general objective of this Contract, CONTRACTOR shall perform its duties to the satisfaction of WSSDA's President, or designee.

## II. DUTIES OF WSSDA

- A. WSSDA agrees to provide administrative support as needed for scheduling, communications and gathering of WSSDA member comments regarding characteristics of the ideal WSSDA Executive Director throughout the search process.
- B. WSSDA agrees to compensate CONTRACTOR within fifteen (15) business days of receiving CONTRACTOR'S monthly invoices as required above in Duties of CONTRACTOR.

*Exhibit A, which is hereby incorporated by reference, contains the General Terms and Conditions governing work to be performed under this contract, the nature of the working relationship between WSSDA and the CONTRACTOR, and specific obligations of both parties.*

## III. 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:

**Month XX, 2024**, or date of execution, whichever is later, through **Month XX, 2024**.

## IV. PROOF OF INSURANCE REQUIRED

- A. CONTRACTOR agrees to provide WSSDA with certificates of Industrial Insurance coverage, Commercial General Liability coverage and Automobile Insurance coverage within fifteen (15) business days of execution of this contract.
- B. CONTRACTOR agrees not to perform any duties pursuant to this contract until proof of coverage is provided to and deemed satisfactory by WSSDA. WSSDA will not provide any compensation to CONTRACTOR for duties performed under this contract prior to receipt of proof of coverage (see General Terms and Conditions).

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by WSSDA.

**V. 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>WSSDA</b>
[Name]	Administrative Support Officer
[Title]	
[Address]	221 College Street NE Olympia, WA 98516
Phone: ( ) -	Phone: ( ) -
Fax: ( ) -	
Email: [Email Address]	Email: [Email Address]

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

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

- Applicable Federal and state of Washington statutes and regulations
- Special Terms and Conditions as contained in this basic contract instrument
- Attachment A – General Terms and Conditions
- Attachment D – Request for Proposals No. 2024-015
- Attachment E – Contractor’s Proposal
- Any other provision, term or material incorporated herein by reference or otherwise incorporated.

**VII. APPROVAL**

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

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

[Contractor Name]

WSSDA

_____		_____	
Signature	Title	Sandy Hayes, President	
_____		_____	
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**

**ACCESS TO DATA:**

In compliance with RCW 39.29.080, the CONTRACTOR shall provide access to data generated under this contract to WSSDA upon request, and at no additional cost.

**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.

**ASSIGNMENT:**

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the CONTRACTOR without prior written consent of WSSDA.

**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.

**COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE INSURANCE**

The CONTRACTOR shall provide insurance coverage as set out in this section (or as set forth in the Request for Proposals No. 2014-RFP001). The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the CONTRACTOR or subcontractor, or agents of either, while performing under the terms of this contract.

The CONTRACTOR shall provide insurance coverage, which shall be maintained in full force and effect during the term of this Contract, as follows:

1. Commercial General Liability Insurance Policy – Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity, but no less than \$1,000,000 per occurrence. Additionally, the CONTRACTOR is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

2. Automobile Liability – In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the CONTRACTOR, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage
3. The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies. All policies shall be primary to any other valid and collectable insurance. CONTRACTOR shall instruct the insurers to give WSSDA 30 days advance notice of any insurance cancellation.

CONTRACTOR shall submit to WSSDA within fifteen days of the contract effective date, a certificate of insurance which outlines the coverage and limits defined in the Insurance section. CONTRACTOR shall submit renewal certificates as appropriate during the term of the contract.

**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 WSSDA 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 WSSDA 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.

**COVENANT AGAINST CONTINGENT FEES:**

The CONTRACTOR warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the CONTRACTOR for the purpose of securing business.

WSSDA shall have the right, in the event of breach of this clause by the CONTRACTOR, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

**DISPUTES:**

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing.

1. The request for a dispute hearing must:
  - Be in writing;
  - State the disputed issue(s);
  - State the relative positions of the parties;
  - State the CONTRACTOR's name, address, and contract number; and
  - Be mailed to the other party's (respondent's) contract manager and WSSDA's Executive Director within 3 working days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both WSSDA's Executive Director and the requester within 5 working days.
3. WSSDA's Executive Director shall review the written statements and reply in writing to both parties within 10 working days. WSSDA's Executive Director may extend this period if necessary by notifying the parties.
4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.  
Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable ADR method in addition to the dispute resolution procedure outlined above.

**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.

**GOVERNING LAW:**

This contract shall be construed and interpreted in accordance with federal and Washington state law, and the venue of any action brought hereunder shall be in the courts of competent subject matter jurisdiction in and for Thurston County, Washington.

**INDEMNIFICATION:**

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. CONTRACTOR 's obligation to indemnify, defend, and hold harmless includes any claim by CONTRACTOR's agents, employees, representatives, or any subcontractor or its employees. CONTRACTOR expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to CONTRACTOR 's or any subcontractor's performance or failure to perform the contract. CONTRACTOR shall be required to indemnify, defend, and hold harmless the State only to the extent claim is caused in whole or in part by negligent acts or omissions of CONTRACTOR.

Each party to this agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this agreement.

**INDUSTRIAL INSURANCE COVERAGE:**

The CONTRACTOR shall comply with the provisions of Title 51 RCW, Industrial Insurance and provide proof of same to WSSDA prior to performing any work pursuant to this Agreement. If the CONTRACTOR fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, WSSDA may collect from the CONTRACTOR the full amount payable to the Industrial Insurance accident fund. WSSDA may deduct the amount owed by the CONTRACTOR to the accident fund from the amount payable to the CONTRACTOR by WSSDA under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the CONTRACTOR.

**INTELLECTUAL PROPERTY:**

Unless otherwise provided, all Materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by WSSDA. WSSDA shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, CONTRACTOR hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to WSSDA effective from the moment of creation of such Materials. Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights. For Materials that are



delivered under the contract, but that incorporate pre-existing materials not produced under the contract, CONTRACTOR hereby grants to WSSDA a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The CONTRACTOR warrants and represents that CONTRACTOR has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to WSSDA.

The CONTRACTOR shall exert all reasonable effort to advise WSSDA, at the time of delivery of Materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. WSSDA shall receive prompt written notice of each notice or claim of infringement received by the CONTRACTOR with respect to any data delivered under this contract. WSSDA shall have the right to modify or remove any restrictive markings placed upon the data by the CONTRACTOR.

**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.

**LIMITATION OF AUTHORITY:**

Only WSSDA's Executive Director, or designee, by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the WSSDA's Executive Director.

**NO AGENT RELATIONSHIP CREATED:**

The parties intend that an independent contractor relationship will be created by this contract. The CONTRACTOR and his or her employees or agents performing under this contract are not employees or agents of WSSDA. The CONTRACTOR will not hold himself/herself out as or claim to be an officer or employee of WSSDA or of the state of Washington by reason hereof, nor will the CONTRACTOR make any claim of right, privilege or benefit which would accrue to such employee under law. WSSDA may, during the term of this Agreement, engage other independent contractors or employees to perform the same or similar work that CONTRACTOR performs under this Agreement.

**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.

**NONCOMPLIANCE WITH NONDISCRIMINATION LAWS:**

In the event of the CONTRACTOR's non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts with WSSDA. The CONTRACTOR shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

Nondiscrimination:

- a. **Nondiscrimination Requirement** During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
  
- b. **Obligation to Cooperate** Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
  
- c. **Default** Notwithstanding any provision to the contrary, WSSDA may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until WSSDA receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), WSSDA may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
  
- d. **Remedies for Breach** Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. WSSDA shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe WSSDA for default under this provision.

**OVERPAYMENTS:**

In the event that WSSDA establishes overpayments or erroneous payments made to the CONTRACTOR under this contract, CONTRACTOR agrees to refund these amounts to WSSDA in full within thirty (30) days.

**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.

**PUBLICITY:**

The CONTRACTOR agrees to submit to WSSDA all advertising and publicity matters relating to this contract wherein WSSDA's name is mentioned or language used from which the connection of WSSDA's name may, in WSSDA's judgment, be inferred or implied. The CONTRACTOR agrees not to publish or use such advertising and publicity matters without the prior written consent of WSSDA.

**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.

**SAFEGUARDING OF INFORMATION:**

The CONTRACTOR shall not use or disclose Personal Information in any manner that would constitute a violation of federal law, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. Personal information collected, used or acquired in connection with this contract shall be used solely for the purposes of this contract.

CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of WSSDA or as provided by law. CONTRACTOR agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information. WSSDA reserves the rights to monitor, audit or investigate the use of personal information collected, used or acquired by the CONTRACTOR through this contract. CONTRACTOR shall certify the return or destruction of all personal

information upon expiration of this contract. Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The CONTRACTOR agrees to indemnify and hold harmless WSSDA for any damages related to the CONTRACTOR's unauthorized use of personal information.

**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.

**SITE SECURITY**

While on WSSDA premises, CONTRACTOR, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

**SUBCONTRACTING:**

Neither the CONTRACTOR nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of WSSDA. In no event shall the existence of the subcontract operate to release or reduce the liability of the CONTRACTOR to WSSDA for any breach in the performance of the CONTRACTOR's duties. This clause does not include contracts of employment between the CONTRACTOR and personnel assigned to work under this contract. Additionally, the CONTRACTOR is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of WSSDA or as provided by law.

**TAXES:**

All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the CONTRACTOR or its staff shall be the sole responsibility of the CONTRACTOR.

**TERMINATION FOR CAUSE:**

Time is of the essence with respect to CONTRACTOR's responsibilities under this contract and any failure or delay by CONTRACTOR in meeting the provisions set forth herein will harm WSSDA. Therefore, the Parties agree that if CONTRACTOR fails to perform any substantial contractual obligation, as determined by WSSDA in its discretion, WSSDA shall give CONTRACTOR written notice of its failure to perform, and may withhold all monies due and payable to the CONTRACTOR until such failure to perform is cured or otherwise resolved. If CONTRACTOR fails to cure its failure to perform within ten (10) calendar days from the date of the written notice, or within such other period as the parties may agree to in writing, WSSDA may declare CONTRACTOR in default of the Contract, terminate the contract and hire a replacement contractor to complete CONTRACTOR's duties.

Upon termination of this contract, WSSDA, in addition to any other rights provided in this contract, may require the CONTRACTOR to deliver to WSSDA any property specifically produced or acquired for the performance of such part of this contract as has been terminated, The provisions of the "Treatment of Assets" clause shall apply in such property transfer. The rights and remedies of WSSDA provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. After receipt of a notice of termination, and except as otherwise directed by WSSDA's Executive Director, the CONTRACTOR shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to WSSDA, in the manner, at the times, and to the extent directed by WSSDA's Executive Director, all of the rights, title, and interest of the CONTRACTOR under the orders and subcontracts so terminated, in which case WSSDA has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of WSSDA's Executive Director to the extent they may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to WSSDA and deliver in the manner, at the times, and to the extent directed by WSSDA's Executive Director any property which, if the contract had been completed, would have been required to be furnished to WSSDA;
6. Complete performance of such part of the work as shall not have been terminated by WSSDA's Executive Director; and
7. Take such action as may be necessary, or as WSSDA's Executive Director may direct, for the protection and preservation of the property related to this contract which is in the possession of the CONTRACTOR and in which WSSDA has or may acquire an interest.

**TREATMENT OF ASSETS:**

- A. Title to all property furnished by WSSDA shall remain in WSSDA. Title to all property furnished by the CONTRACTOR, for the cost of which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in WSSDA upon delivery of such

property by the CONTRACTOR. Title to other property, the cost of which is reimbursable to the CONTRACTOR under this contract, shall pass to and vest in WSSDA upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by WSSDA in whole or in part, whichever first occurs.

- B. Any property of WSSDA furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by WSSDA, be used only for the performance of this contract.
- C. The CONTRACTOR shall be responsible for any loss or damage to property of WSSDA which results from the negligence of the CONTRACTOR or which results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.
- D. If any WSSDA property is lost, destroyed or damaged, the CONTRACTOR shall immediately notify WSSDA and shall take all reasonable steps to protect the property from further damage.
- E. The CONTRACTOR shall surrender to WSSDA all property of WSSDA prior to settlement upon completion, termination or cancellation of this contract.
- F. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR's employees, agents or Subcontractors.

**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.