

WASHINGTON STATE SCHOOL DIRECTORS' ASSOCIATION  
OLYMPIA, WASHINGTON

REQUEST FOR QUALIFICATIONS  
RFQ NO. 2015-003

PROJECT TITLE: School Board and Leadership Development Consulting Cadre

PROPOSAL DUE DATE: September 11@ 5:00 p.m. (PST)

EXPECTED TIME PERIOD FOR CONTRACT: October 5, 2015 – June 30, 2017

**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.*

**CONTENTS OF THE REQUEST FOR QUALIFICATIONS:**

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## **1 INTRODUCTION**

### **1.1 BACKGROUND AND PURPOSE**

Founded in 1922, the Washington State School Directors' Association (WSSDA) is a member-driven organization that supports the school district leadership team—school board members and superintendents—in preparing all children to be responsible citizens and to lead productive, satisfying lives. WSSDA is made up of all 1,477 school board members from Washington State's 295 public school districts. Our mission is to provide leadership and advocacy, and empower our members with knowledge and skills to govern with excellence.

WSSDA is a self-governing, state agency mandated by the Legislature to make available to school districts consultants to advise and assist boards in particular problem areas. See, RCW 28A.345.030.

The purpose of this procurement is to recruit a cadre of consultants with experience in board and organizational development to perform work for or on behalf of WSSDA.

### **1.2 OBJECTIVE**

The objective of this procurement is to contract with qualified individuals and/or firms to:

- 1) Assist the WSSDA Leadership Development Services department in providing individualized, single-district workshops and retreats, regional workshops, and/or Annual Conference breakout sessions on a variety of subjects such as governance, board-superintendent relations, student achievement, data driven decision making, community engagement, strategic planning, conflict management, teamwork and standard operating procedures; as assigned; and/or
- 2) Provide WSSDA client-school districts with customized strategic planning services, as assigned; and/or
- 3) Make presentations on behalf of WSSDA at the WSSDA Annual Conference, as assigned; and/or
- 4) Participate in other special projects, as assigned.

WSSDA may award one or more contracts as a result of this RFQ.

### **1.3 MINIMUM QUALIFICATIONS**

The Consultant must possess the following minimum qualifications:

- Licensed to do business in the state of Washington; and
- Comprehensive knowledge of K-12 public school operations and education issues as demonstrated by school board service, employment or consulting experience; and
- Excellent writing, communication, facilitation, and presentation skills.

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

### **1.4 PREFERRED QUALIFICATIONS**

- Experience as a school director in the state of Washington; and/or
- Substantial qualifications and experience in providing any combination of the services outlined in the Objectives; and/or
- Three (3) years' experience in the education, training or working with governing boards; and/or
- Content expertise in one or more of the following areas: educational governance, board-superintendent relations, student achievement, data-driven decision making, community engagement, strategic planning, conflict management, teamwork and standard operating procedures, and/or district management. Experience training school board directors, school district administrators and/or district personnel.

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

## 1.5 FUNDING

Funding for leadership development consultant services is contingent upon training and other service requests made by the WSSDA Director of Leadership Development Services and WSSDA client-districts.

Consultants are paid for work assigned and completed. There is no guarantee of work.

All consultants are reimbursed for reasonable travel expenses.

Consultants are paid according to the flat fee structure below. Competitive pricing does not apply. Qualifications of the contractor take precedence over price in awarding contracts.

### Strategic Planning:

	Hours:	Rate:	Terms:
Half day strategic planning work conducted on-site.	1 to 4	\$550	flat
Full day strategic planning work conducted on-site.	5 to 8	\$850	flat
Office work directly related to strategic planning in the district, including compensation for data compilation, processing community input, preparing the strategic plan, client contact time, final assessment of the work completed, and similar activities.	N/A	\$70	per hour

### Customized Workshop:

	Hours:	Rate:	Terms:
Both half-day and full-day workshops include: pre-workshop client contact and assessment, workshop preparation, the workshop presentation itself, post-workshop summary of the training session, and submission of training materials to WSSDA.	1 to 4	\$550	flat
	5 to 8	\$850	flat

### WSSDA-offered Workshops, Conference Presentations, and Seminars:

	Hours:	Rate:	Terms:
Includes coordination with WSSDA staff, workshop preparation and delivery.	1	\$100	flat
	1 to 1.5	\$150	flat
	1.5 to 3	\$300	flat
	3 to 5	\$450	flat

### Cadre Work Sessions:

	Hours:	Rate:	Terms:
Attendance	N/A	\$150	flat

## 1.6 PERIOD OF PERFORMANCE

The period of performance of any contract(s) resulting from this RFQ are tentatively scheduled to begin on or about **October 5, 2015** and to end on **June 30, 2017**. WSSDA reserves the option at its sole discretion to extend the contract for two additional one-year periods.

## 1.7 DEFINITIONS

Definitions for the purposes of this RFQ include:

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

**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 document in which services needed are identified and firms are invited to provide their qualifications to provide the services and their hourly rates.

## 1.8 ADA

WSSDA complies with the Americans with Disabilities Act (ADA). Consultants may contact the RFQ Coordinator to receive this Request for Qualifications in Braille or on tape.

## 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	Colleen Miller
Mailing/Street Address	221 College Street NE, Olympia, WA 98516
Phone Number	360-252-3006
Fax Number	360-252-3022
E-Mail Address	c.miller@wssda.org

Any other communication will be considered unofficial and non-binding on WSSDA. Consultants are to rely on written statements issued by the RFQ Coordinator. Communication directed to parties other than the RFQ Coordinator may result in disqualification of the Consultant.

### 2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Qualifications	8/10
Preproposal Conference (if applicable)	N/A
Question & answer period	8/10/15 – 8/14/15
Issue addendum to RFQ (if applicable)	N/A
Proposals due	9/11/15
Evaluate proposals	9/14/15 – 9/17/15
Conduct oral interviews with finalists, if required	9/21/15 – 9/25/15
Announce “Apparent Successful Contractor” and send notification via fax or e-mail to unsuccessful proposers	9/25/15
Hold debriefing conferences (if requested)	9/28/15 – 10/2/15
Negotiate contract	9/25/15 – 10/2/15
Begin contract work	10/5/15

WSSDA reserves the right to revise the above schedule.

### **2.3 SUBMISSION OF PROPOSALS**

Consultants are required to submit two (2) paper copies of their proposal. One copy must have original signatures and the other copy may have photocopied signatures.

The proposal is to be sent to the RFQ Coordinator at the address noted in Section 2.1. The envelope should be clearly marked to the attention of the RFQ Coordinator.

Consultants should allow normal mail delivery time to ensure timely receipt of their proposals by the RFQ Coordinator. Consultants assume the risk for the method of delivery chosen. WSSDA assumes no responsibility for delays caused by any delivery service. Proposals may not be transmitted using e-mail or facsimile transmission.

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

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

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

Any information in the proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of your document, must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Consultant is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right hand corner of the page. Marking the entire proposal exempt from disclosure or as Proprietary Information will not be honored.

If a public records request is made for the information that the Consultant has marked as "Proprietary Information" WSSDA will notify the Consultant of the request and of the date that the records will be released to the requester unless the Consultant obtains a court order enjoining that disclosure. If the Consultant fails to obtain the court order enjoining disclosure, WSSDA will release the requested information on the date specified. If a Consultant obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 42.56 RCW, or other state or federal law that provides for nondisclosure, WSSDA shall maintain the confidentiality of the Consultant's information per the court order.

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

### **2.5 REVISIONS TO THE RFQ**

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

The 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 10 days for acceptance by WSSDA from the due date for receipt of proposals.

## **2.8 RESPONSIVENESS**

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

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

## **2.9 MOST FAVORABLE TERMS**

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

The Consultant should be prepared to accept this RFQ for incorporation into a contract resulting from this RFQ. Contract negotiations may incorporate some or all of the Consultant's proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to WSSDA.

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

## **2.10 SAMPLE CONTRACT**

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

## **2.11 COSTS TO PROPOSE**

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

## **2.12 NO OBLIGATION TO CONTRACT**

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

## **2.13 REJECTION OF PROPOSALS**

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



## **2.14 COMMITMENT OF FUNDS**

The director of WSSDA or the director's delegate are the only individuals who may legally commit WSSDA to the expenditures of funds for a contract resulting from this RFQ. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

## **2.15 INSURANCE COVERAGE**

The Contractor is to furnish WSSDA with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Contractor shall, at Contractor's own expense, obtain and keep in force insurance coverage, which shall be maintained in full force and effect during the term of the contract. The Contractor shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to WSSDA within fifteen (15) days of the contract effective date.

### **Liability Insurance**

*Business Auto Policy:* As applicable, the Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.

### **Worker's Compensation Coverage**

The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The state will not be held responsive in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

### **3 PROPOSAL CONTENTS**

Proposals must be submitted on eight and one-half by eleven inch (8 ½" x 11") paper with tabs separating the major sections of the proposal. The four 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. Writing sample
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 Consultant in preparing a thorough response.

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

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

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

#### **3.2 WRITING SAMPLE (MANDATORY)**

Proposals must include a short writing sample, sharing information on one of the topics from Sections 1.2 or 1.3.

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

The services to be provided under this project are: 1) Provide WSSDA client-school districts with individualized governance training or facilitation on a variety of topics; as assigned; and/or 2) Provide WSSDA client-school districts with strategic planning services, as assigned; and/or 3) Assist the WSSDA Leadership Development Services department with other workshops, facilitation, or special projects, as assigned. Proposals may be submitted for one or more services.

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.

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

- A. State the name of the company, address, phone number, fax number, e-mail address, legal status of entity (ownership) and year entity was established as it now substantially exists.
- B. Provide the firm's Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue.
- C. Indicate how many employees are with the firm. Name the firm principles and their roles.
- D. Identify any state employees or former state employees employed by the Consultant or on the Consultant's governing board as of the date of the proposal. Include their position and responsibilities within the Consultant's organization. If following a review of this information, it is determined by WSSDA that a conflict of interest exists, the Consultant may be disqualified from further consideration for the award of a contract.

- E. If the Consultant's staff or subcontractor's staff was an employee of the state of Washington during the past 24 months, or is currently a Washington State employee, identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date.
- F. If the Consultant has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Consultant's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.
- G. Submit full details of the terms for default, including the other party's name, address, and phone number. Present the Consultant's position on the matter. WSSDA will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Consultant in the past five years, so indicate.

### **3.3.1 QUALIFICATIONS**

#### **1. EXPERIENCE (SCORED)**

- A. Indicate the experience, if any, the Consultant has had in training governance boards as well as special skills in strategic planning, student achievement, interpersonal relationships and adult learning.
- B. List all major contracts with WSSDA and/or other State of Washington agencies during the last five years, including contract number, period of performance and contact person. Emphasize those projects similar to those herein required.
- C. List contracts the Consultant may have had during the last five years that relate to the Consultant's ability to perform the services called for under the RFQ&Q. List contract reference numbers, contract period of performance, contact persons and telephone numbers.
- D. Indicate any other experience that indicates the qualifications of the Consultant for the performance of the potential contract.
- E. Supply names, addresses, telephone numbers and letters of references from three persons and briefly describe the relationship of each reference to the Consultant. The Consultant must grant permission to WSSDA to contact all references provided.

#### **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 the information in Section 3.2.1 about each.

#### **3. OMWBE CERTIFICATION (OPTIONAL AND NOT SCORED)**

Include proof of certification issued by the Washington State Office of Minority and Women's Business Enterprises 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

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. WSSDA, at its sole discretion, may elect the top-scoring proposals as finalists for an oral presentation and interview.

### 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:

Qualifications Section – 60%	60 points
Writing Sample – 40%	40 points
<b>Total</b>	<b><u>100 Points</u></b>

### 4.4 ORAL PRESENTATION AND INTERVIEWS

The Association may 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 be expected to give a 10-15 minute, training-style presentation on a topic of their choice, complete with PowerPoint. Written submittals and oral presentations will be utilized in selecting the winning proposals. The score from the oral presentation will be considered independently and will determine the apparently successful consultants. Commitments made by the Consultant at the oral interview, if any, will be considered binding.

### 4.5 NOTIFICATION TO PROPOSERS

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

### 4.6 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

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

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

### 4.7 PROTEST PROCEDURE

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

Consultants protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Consultants under this procurement.

All protests must be in writing and signed by the protesting party or an authorized Agent. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the RFQ Coordinator.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of the evaluator
- Errors in computing the score
- Non-compliance with procedures described in the procurement document or WSSDA policy

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) An evaluator's professional judgment on the quality of a proposal, or 2) WSSDA'S assessment of its own and/or other agencies' needs or requirements.

Upon receipt of a protest, a protest review will be held by WSSDA. The WSSDA director or an employee delegated by the director who was not involved in the procurement, will consider the record and all available facts and issue a decision within five business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Consultant that submitted a proposal, such Consultant will be given an opportunity to submit its views and any relevant information on the protest to the RFQ Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold WSSDA's action.
- Find only technical or harmless errors in the WSSDA's acquisition process and determine WSSDA to be in substantial compliance and reject the protest.
- Find merit in the protest and provide WSSDA options which may include:
  - Correct the errors and re-evaluate all proposals
  - Reissue the solicitation document and begin a new process
  - Make other findings and determine other courses of action as appropriate

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

## **5 RFQ EXHIBITS**

- Exhibit A Certifications and Assurances
- Exhibit B Sample Personal Services Contract
  - Exhibit 1: General Terms and Conditions

**EXHIBIT A:**  
**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 attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by WSSDA without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. 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.)
5. 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.
6. 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.
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/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.
9. If any staff member(s) who will perform work on this contract has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached page.

---

Signature of Proposer

---

Title

---

Date

**EXHIBIT B:**  
**SAMPLE PERSONAL SERVICES CONTRACT**

**CONTRACT NO.:** \_\_\_\_\_ **(Cadre Contract)**

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**BETWEEN THE**  
**WASHINGTON STATE SCHOOL DIRECTORS' ASSOCIATION**  
**AND**

---

**PARTIES:**

This contract is made and entered into by and between the Washington State School Directors' Association, hereinafter referred to as "WSSDA", and \_\_\_\_\_, hereinafter referred to as "CONTRACTOR."

**PURPOSE:**

The purpose of this contract is for CONTRACTOR to provide strategic planning and school board training workshops to WSSDA client school districts as assigned by WSSDA's Director of Leadership Development or designee.

**STATEMENT OF WORK:**

The parties hereby undertake and agree, in consideration of payment of the amount specified herein, to the following:

**Duties of CONTRACTOR:**

- A. CONTRACTOR will provide strategic planning services, defined as single or multi-day facilitation initiated with the goal of preparing for or developing a strategic plan for the client district, in accordance with the fee schedule outlined herein.

Assignments may vary according to the client school district needs and may include meetings to gain leadership and/or board buy-in or work to better inform the strategic plan. Meetings may include, but are not limited to, topics such as community outreach, data collection and review, and focus groups. Meetings may also be necessary to assist the client school district with implementing the completed strategic plan.

Specific project requirements will be communicated to CONTRACTOR in an assignment confirmation email from WSSDA.

- B. CONTRACTOR will provide half-day (one to four hours) or full-day (five to eight hours) customized workshops, as assigned, to client school districts or groups of client school districts who have requested a workshop on a particular topic. CONTRACTOR will:
- i. Contact the assigned client school district's administration and board prior to the workshop to arrange for the workshop and assess the needs of the district.
  - ii. Prepare the workshop content and materials based on information provided by the client school district, WSSDA's curriculum as appropriate/relevant, and CONTRACTOR's assessment of the district's need.
  - iii. Be responsible for timely presentation of the workshop.
  - iv. On completion of the workshop, submit to the client school district and WSSDA a summary evaluation of the workshop, copies of materials used, and recommendations for future training based on the CONTRACTOR's review of the workshop and district. Items submitted to WSSDA shall be submitted electronically.



- C. CONTRACTOR will deliver WSSDA-developed workshops and/or develop and present materials on the subject matter assigned. The CONTRACTOR shall be responsible for coordinating with WSSDA staff and other presenters.
- D. CONTRACTOR agrees to notify WSSDA in writing within 48 hours of:
  - i. Receiving a request for work directly from a district; and/or
  - ii. Finalizing the date(s) and time(s) for an assignment.

If a district contacts the CONTRACTOR directly to request services, CONTRACTOR agrees not to commence the work until WSSDA has officially assigned the work to CONTRACTOR.

- E. CONTRACTOR will keep WSSDA informed on progress of assignments, and be reasonably available to communicate with districts with which the CONTRACTOR has an upcoming or active assignment.
- F. CONTRACTOR will become familiar with WSSDA curriculum and utilize it as the basis for each assignment.
- G. CONTRACTOR will attend up to three WSSDA cadre work sessions per year, and attend the WSSDA Annual Conference in November if requested by WSSDA.
- H. CONTRACTOR will provide administrative or other services necessary to fulfill these duties. This includes, but is not limited to:
  - i. Creating documents;
  - ii. Making copies;
  - iii. Assembling materials;
  - iv. Tracking hours and receipts; and
  - v. Submitting invoices and reimbursement requests in a timely manner.
- I. CONTRACTOR agrees to provide strategic planning and school board training workshop services to WSSDA and client school districts exclusively on behalf of WSSDA. This exclusivity includes all new contracts or amendments of existing contracts throughout the term of this contract, and excludes work already contracted with client school districts in Washington.
- J. CONTRACTOR agrees that all handouts, PowerPoints or other materials will carry the WSSDA name and logo and shall not carry the name of the CONTRACTOR's private business.
- K. CONTRACTOR shall comply with Title 51 RCW in the provision of industrial insurance coverage for persons performing with under this contract.
- L. CONTRACTOR agrees that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules and regulations.
- M. CONTRACTOR agrees to provide WSSDA and/or client school district with original receipts for reasonable travel related expenses (e.g. mileage, meals, lodging, etc.) and other miscellaneous expenses (e.g. copying, etc.) when seeking reimbursement.
- N. CONTRACTOR agrees to submit all appropriate invoices to WSSDA within forty-five (45) days of completing an assignment. CONTRACTOR may submit invoices after completion of an assigned service, or on a monthly basis for longer projects.
- O. CONTRACTOR agrees to participate in other Annual Conference activities, such as panels or assisting with WSSDA presentations at which CONTRACTOR is not speaking, at no cost to the Association, provided that CONTRACTOR is scheduled to be on-site that day for a paid presentation.

**Duties of WSSDA:**

- A. WSSDA reserves the right to assign project(s) to CONTRACTOR based solely on its discretion.
- B. WSSDA will send an assignment confirmation email to the CONTRACTOR with approved date(s) and hour(s) of service and estimated hours to complete the project. Work is not approved until CONTRACTOR receives these details, and work will not begin until CONTRACTOR confirms that WSSDA has received a fully executed contract from the contracting party (i.e. client school district).
- C. WSSDA will pay CONTRACTOR within fifteen (15) days of receiving a correctly submitted invoice for services rendered, per compensation terms outlined herein, and any required deliverables/materials.
- D. WSSDA will reimburse CONTRACTOR within fifteen (15) days of receiving a correctly submitted reimbursement request with all original receipts, per compensation terms outlined herein.

**PERIOD OF PERFORMANCE:**

The period of performance under this contract will be from October 5, 2015, or date of execution, whichever occurs later, through June 30, 2017.

**COMPENSATION:**

1. Strategic Planning:

	<b>Hours:</b>	<b>Rate:</b>	<b>Terms:</b>
Half day strategic planning work conducted on-site.	1 to 4	\$550	flat
Full day strategic planning work conducted on-site.	5 to 8	\$850	flat
Office work directly related to strategic planning in the district, including compensation for data compilation, processing community input, preparing the strategic plan, client contact time, final assessment of the work completed, and similar activities.	N/A	\$70	per hour

2. Customized Workshop:

	<b>Hours:</b>	<b>Rate:</b>	<b>Terms:</b>
Both half-day and full-day workshops include: pre-workshop client contact and assessment, workshop preparation, the workshop presentation itself, post-workshop summary of the training session, and submission of training materials to WSSDA.	1 to 4	\$550	flat
	5 to 8	\$850	flat

3. WSSDA-offered Workshops, Conference Presentations, and Seminars:

	<b>Hours:</b>	<b>Rate:</b>	<b>Terms:</b>
Includes coordination with WSSDA staff, workshop preparation and delivery.	1	\$100	flat
	1 to 1.5	\$150	flat
	1.5 to 3	\$300	flat
	3 to 5	\$450	flat

4. Cadre Work Sessions:

	Hours:	Rate:	Terms:
Attendance	N/A	\$150	flat

**ASSIGNMENT CANCELLATION TERMS:**

**1. Strategic Planning:**

- a. CONTRACTOR will not be compensated when: 1) CONTRACTOR unilaterally cancels a meeting; 2) the client school district cancels a meeting more than (5) business days prior to the scheduled meeting; or 3) CONTRACTOR and the client school agree to reschedule the meeting.
- b. CONTRACTOR will not be compensated for any portion of a contract that remains after a client school district cancels its strategic planning contract, unless the cancellation occurs within five (5) days of a scheduled meeting, in which case CONTRACTOR will be paid one-half of the fee that would have been due for that meeting.

**2. Customized and WSSDA-offered Workshops:**

- a. CONTRACTOR will be compensated one half of the fee otherwise due if the client school district cancels a workshop within thirty-six (36) hours of the workshop without rescheduling.
- b. CONTRACTOR will not be compensated if: 1) CONTRACTOR unilaterally cancels a workshop; 2) the client school district cancels a workshop more than thirty-six (36) hours before a scheduled workshop; 3) CONTRACTOR and client school district agree to reschedule the workshop.

**AGREEMENTS WITH CLIENT SCHOOL DISTRICTS:**

Any agreements between the CONTRACTOR and assigned WSSDA client school districts for services related to an assignment shall be approved by WSSDA's Director of Leadership Development Services prior to execution, and shall under no circumstances obligate WSSDA.

**INTELLECTUAL PROPERTY:**

The content and materials used for school board training presentations that are developed by WSSDA are the property of WSSDA and may not be copied, electronically transmitted, electronically posted or distributed, in whole or in part, without the prior written approval of WSSDA. Training materials developed specifically for use by the district become the property of the district.

The content and materials used for strategic planning services are the property of WSSDA and the client school district and may not be copied, electronically transmitted, electronically posted or distributed, in whole or in part, without the prior written approval of WSSDA and the client school districts. The parties further agree that any and all materials exclusively related to CONTRACTOR'S methodology and process for providing strategic planning services are the sole property of CONTRACTOR and may not be copied, electronically transmitted, electronically posted or distributed, in whole or in part, without the prior written approval of CONTRACTOR.

**TRAVEL AND EXPENSES:**

1. WSSDA will reimburse CONTRACTOR for reasonable travel and subsistence expenses\* for WSSDA-sponsored activities, including, but not limited to, presentation at the Annual Conference or participation in a Cadre training. Expenses will be reimbursed following CONTRACTOR's submittal of accurate and timely expense vouchers, including original receipts. Expense vouchers submitted after 45 days of incurring the expense will not be reimbursed.
2. The individual client school district will reimburse CONTRACTOR for reasonable travel and subsistence expenses\* incurred working directly in the district. WSSDA will include in its contracts with client school districts a provision requiring the client school district to reimburse CONTRACTOR for reasonable travel and subsistence expenses as defined below.

**Reasonable travel and subsistence expenses are defined as:**

- Round trip mileage at the current state rate from the CONTRACTOR’s residence to the assignment location – or airport, if flying – using the most direct route, unless a variation from that route is approved in writing in advance by WSSDA staff.
- If previously approved by WSSDA, airfare at the lowest available, coach fare rate.
- If previously approved by WSSDA, compact rental car for transportation from airport to assignment location.
- Meals within \$10 of WA state per diem allowances, as found on <http://www.gsa.gov/portal/category/100120> and broken out by meal at <http://www.gsa.gov/portal/content/101518>. Alcoholic beverages are excluded from reimbursement. Itemized meal receipts must be submitted for reimbursement.
- Materials and printing costs for items distributed during the workshop or presentation must be pre-approved by WSSDA or by the client school district – whichever has been identified as the WSSDA paying reimbursement costs for a particular project/workshop.

**CONTRACT MANAGEMENT:**

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding this contract.

WSSDA:	CONTRACTOR:
Colleen Miller, Director Leadership Development Services 221 College Street NE Olympia, WA 98516 Phone: 360.252.3006 Email: c.miller@wssda.org	  , WA Phone: Cell: Email: SSN / TIN / UBI:

**ORDER OF PRECEDENCE**

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

1. Applicable federal and Washington state statutes and regulations;
2. Contract Exhibit 1 – General Terms and Conditions;
3. Contract Exhibit 2 – Request for Proposals No. 2015-003;
4. Contract Exhibit 3 – CONTRACTOR’S proposal dated \_\_\_\_\_; and
5. Any other provision, term, or material incorporated herein by reference of otherwise incorporated.

IN WITNESS WHEREOF, the WSSDA and CONTRACTOR have executed this contract consisting of ( ) pages.

\_\_\_\_\_  
 Alan Burke, Ed.D., Executive Director  
 Washington State School Directors’ Association

\_\_\_\_\_  
 CONTRACTOR

\_\_\_\_\_  
 Date Signed

\_\_\_\_\_  
 Date Signed

## **EXHIBIT 1: 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.

### **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 as nor claim to be an officer or employee of WSSDA or of the state of Washington by reason hereof.

**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 only be compensated 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.