



**HIGHLINE SCHOOL DISTRICT 401**

**K – 8 Grade Student Assessment System  
Highline School District No. 401**

**RFP #17/18-3**

Release Date:  
June 20, 2018

**PROPOSAL DUE DATE  
July 3, 2018**

**2:00 PM PST (Pacific Standard Time)**

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## **I. INTRODUCTION**

The Highline School District No. 401 is currently soliciting bids from interested parties for the purchase of a K – 8 Grade Student Assessment System.

This computer based system must:

- Be capable of providing assessment tools in K – 8 Reading and Mathematics
- Require no more than 20-50 minutes for student completion
- It must be adaptive, become increasingly more difficult or easier based on the student's responses
- Enable ongoing progress monitoring
- Generate a vertical scale score
- Create user-friendly student reports for both teachers and parents
- Provide embedded online instruction based on assessment results

The system must provide data which is:

- Valid and reliable
- Evidence-based
- Designed for the Washington State Learning Standards (including Common Core State Standards-CCSS)
- Is predictive of student results on the Smarter Balance Assessment

This RFP contains instructions for submitting a bid, the procedures and criteria by which a contractor will be selected and the contractual terms by which the District proposes to govern the relationship between it and the selected contractor.

The District appreciates your consideration of this RFP and looks forward to receiving your proposal.

Highline School District No. 401 provides equal access to its programs and services for all people without regard to race, creed, color, religion, national origin, age, gender, sexual orientation, marital status or disability. If you require special assistance for this information in an alternative format, please contact Tracey David, Purchasing Manager, at 206.631.3202.

The quality and capability of the system and level of service will be important considerations in the award of this RFP as well as the cost to the District.

In evaluating RFP responses, the District will award points to each Proposer response up to the maximum points that are listed for each of the criteria included below. An award, if any, will be made to the most responsive and responsible proposer whose proposal is judged by the District to best fulfill the District's requirements, as described in this RFP document.

## **Criteria**

Details for each criteria are included in the section four below.

Support (Section 4.1)	5 Points
Professional Development (Section 4.2)	15 Points
Assessment Specifications (Section 4.3)	20 Points
Data Reporting (Section 4.4)	10 Points
Usability (Section 4.5)	5 Points
Instructional Content (Section 3.6)	20 Points
Total Cost of Ownership (Section 3.9)	<u>25 Points</u>
Grand Total	100 Points

## **II. BACKGROUND INFORMATION**

Highline School District No. 401 is comprised of four (4) middle school locations, ten (10) high school locations, eighteen (18) elementary schools and (1 ) administrative office. Total enrollment is approximately 18,000 students.

The purpose of this RFP is to acquire the best possible K – 8 grade student assessment system. Potential Bidders participating in this RFP must familiarize themselves with the terms and conditions contained in this RFP, especially as it relates to the acquisition process, including but not limited to the requirements listed herein.

Information about the Highline School District No. 401 can be obtained on the web at <http://www.highlineschools.org>

## **III. INSTRUCTIONS FOR PROPOSERS**

Interested Proposers can obtain the RFP from the district's RFP coordinator or download the proposal documents from the Highline School District Website, <http://www.highlineschools.org/purchasing>. Proposers are cautioned to provide in their proposals as much detail as possible pertaining to their capabilities and experience to the services requested in the proposal. The specifications, characteristics and requirements listed in the RFP are in no way to be considered exhaustive. However, vendors should limit the promotional materials submitted to a reasonable level no more than 35 pages total, including the bid response.

At a minimum, each proposal must contain the following items:

1. Cover letter and company profile, including full legal name, federal tax I.D. number, address, phone, fax number, email address, and a description of your company's background.
2. Current contact and background information about representatives to be assigned to the District.
3. A management plan to collaborate with the Highline School District No. 401 staff for the planning, scheduling and successful installation and implementation of a full-service K – 8 grade assessment system contract. Your plan should address, at a minimum, terms and conditions.

It is essential that the District be able to easily match a vendor's response with the requirements for proposal. This RFP and its format should be incorporated into the actual response, using an electronic form of this RFP to organize the proposal. Where asked, indicate compliance and/or note any exceptions to the requirements and provide responses to any questions that follow.

- a) **Bid Submission** – One signed original proposal and three (3) printed copies and an electronic proposal. The electronic proposal can be in the form of a CD. The proposals must be submitted on 8-1/2 x 11 inch paper, with some type of binder to keep the paper in order (no staples, please).
- b) **Pre-printed materials**- Foldouts for charts, tables, spreadsheets, and single-line diagrams are acceptable. Pre-printed materials, such as brochures or technical documents, may be included, but whenever possible should be placed within the bound proposal.
- c) **Identification** –The proposal must be completely sealed, marked on the outside as “K – 8 Grade Student Assessment System” and must include the signed original and **three (3)** copies, as well as the electronic version of your proposal. Proposals must also clearly indicate the RFP number, District Purchasing manager's name, proposal due date and time, as well as, the Proposer's name address, and email address.
- d) **Return sealed proposals to:**

Highline School District No. 401  
Proposal No: 17/18-3 K – 8 Grade Student Assessment System  
Attention: Tracey David, Purchasing Manager  
15675 Ambaum Boulevard SW  
Burien, WA 98166

**e) Proposal Due Date:**

**On or before July 3, 2018, 2:00 PM Pacific Standard Time.** Proposals received after this time and date will not be considered and will be returned unopened.

**f) Proposer's responsibilities:**

Contractor shall examine and understand this entire document and seek clarification from the Purchasing Manager, if required, pursuant to WAC 236-48-013. Negligence in preparing a Proposal does not give a right of withdrawal after Proposal opening.

Become familiar with and abide by current federal laws, state and local statutes, regulations and ordinances that could impact pricing or performance.

## **1. INQUIRIES**

All questions related to this RFP shall be directed to:

Tracey David, Purchasing Manager  
Highline School District No. 401  
15675 Ambaum Boulevard SW  
Burien, WA 98166  
Phone: 206.631-3057, Fax: 206.631-3382  
[Tracey.David@highlineschools.org](mailto:Tracey.David@highlineschools.org)

Specific questions concerning the RFP must be submitted in writing via e-mail to the Purchasing Manager on or before June 29, 2018, 3:00 pm Pacific Daylight Time. All relevant questions and answers will be distributed to all participating vendors in an addendum form and will also be published at the Highline School District website: <http://www.highlineschools.org/purchasing> by July 2, 2018. For proposers that download the RFP from the Highline School District website, make sure to check the website on July 2, 2018 for any addendums, questions and answers.

Vendors who seek information, clarification or interpretations from anyone other than the above-mentioned contact are advised that such material is used at the Proposer's own risk and the District shall not be bound by any such requirements.

## **2. WITHDRAWAL OR MODIFICATION OF PROPOSAL**

- a) Prior to submittal, Proposal changes from an authorized company representative shall initial modifications in ink.
- b) After submittal, at any time prior to the specified Proposal due date and time, contractor may withdraw the Proposal if such a request is submitted in writing (email is acceptable). Proposal modifications must be made in writing prior to Proposal opening date and time.
- c) After Proposal opening Proposal shall not be altered, amended or withdrawn.

## **3. PUBLIC DISCLOSURE**

Supplier should clearly identify any material that constitutes valuable formulae, designs, drawings, and research data claimed to be exempt from public disclosure RCW 42.17.310, along with a statement of the basis for such claim of exemption. Pricing and entire bid packages are not considered proprietary. The agency will attempt to give notice to the supplier of any request for disclosure of such information. Failure to so label such materials or to timely response after notice of request for public disclosure has been given shall be deemed a waiver by the submitting supplier of any claim that such materials are, in fact, so exempt.

## **4. CONTRACT FORMATION**

Your response to this RFP is an offer to contract with the District. An RFP response becomes a contract when officially accepted by the District.

**5. SCHEDULE OF EVENTS:**

The estimated schedule of events through initial implementation is outlined below:

<b>June 20, 2018</b>	Release of RFP
<b>June 29, 2018</b>	Deadline for questions from Proposers
<b>July 2, 2018</b>	All questions will be answered to all responsive Proposers and will be posted on the Highline School District website.
<b>July 3, 2018</b>	Sealed proposals due on or before July 3, 2013 2:00 PM, Pacific Standard Time. Proposals received after this time and date will not be considered.
<b>July 9, 2018</b>	Bid Opening at 10:00am Central Office, 15675 Ambaum Blvd SW Proposals reviewed, evaluated, scored.
<b>July 10, 2018</b>	Apparent Successful Proposer(s) identified and proposal awarded pending Board Approval ( <i>The District reserves the right to extend the award date, if required.</i> )
<b>July 18, 2018</b>	Board Meeting and Approval
<b>July 19, 2018</b>	Final Proposal award

**6. Response Method**

The RFP response must be received in the Business Services department no later than July 3, 2018, 2:00 PM, Pacific Standard Time. The RFP response may be delivered in person, by the U.S. Postal Service, Courier or other means of transportation to the mailing address. Clearly marked on the outside "BID DOCUMENTS ENCLOSED" and the bid number (RFP #17/18-3). The District is not responsible for lost, stolen or misdirected mail, nor the method or timeliness of delivery. Postmarks do not meet the requirement for an RFP response to be in the Business Services department by the specified date.

## IV. PROPOSAL SUBMITTAL REQUIREMENTS

**Background.** Attachment A contains the District’s Auditing Criteria rubric. This information is provided to give proposers an understanding of what the District is looking for in a K – 8 grade student assessment system.

Please provide written responses to the following:

**4.1 Support.** Answer the following questions about your company:

- Does your company have a toll free telephone number for your help desk? Please describe your help desk availability, policy and hours.
- How often does your company send out system/software updates?
- Does your system come with debugging or problem solving tools or resources for identifying problems? Identify the tools and or resources.
- Help services provided to system users and the District after implementation.
- What State of Washington school districts are using your system?

**4.2 Professional Development.** Describe your recommended approach for user professional training for the District in three (3) pages or less. Include the types of training your company has available, the presentation methods used, training materials, and training times required. Identify any training options and additional resources for ongoing support, including recommendations for a “best practices” approach.

**4.3 Assessment Specifications.** Describe the basic specifications of your assessment in five (5) pages or less. Include information about how your assessment is given and calculates growth. Also provide recommended frequency of assessment, average time to complete assessment and process for reviewing test items to ensure validity.

**4.4 Data/Reporting.** Provide examples of reports that show student growth by month, disaggregated data, parent information and instructional pathways. Describe in three (3) pages or less how and when data can be pulled and how data from your assessment can be used to inform instruction.

**4.5 Usability.** Describe your usability and accessibility features, such as log in process, supports and accommodations and data import processes in five (5) pages or less.

**4.6 Instructional Content.** Describe your instructional content, including item types and alignment to the Common Core State Standards as well as personalized online instruction pathways in five (5) pages or less.

**4.7 Cost of Ownership.** Basic System Cost of Ownership for Five Years. You must submit a detailed cost of ownership analysis for your assessment system. This analysis must support a total cost of ownership \$ amount for a five year contract term. It must include all costs for implementing and using your system, including, but not limited to, any of the following that are applicable to your system:



system installation assistance, hardware, software and software licensing fees, system integration, data conversion assistance, staff training, system annual maintenance fees, system usage fees and system support and required features.

The evaluation team will assess the analysis and the overall five year cost of ownership \$ amount relative to other proposals received. Further, the District will be questioning vendor references about their cost experiences pre and post implementation. If necessary, the Purchasing Department will seek clarification from proposers in order to ensure a consistent “apples to apples” comparison between proposals.

## **V. GENERAL SPECIFICATIONS & TECHNICAL SPECIFICATIONS**

### **1. Contract Period**

Any contract(s) awarded as a result of this RFP is for a one year term with the option of four (4) renewals each for a one (1) year term subject to mutual acceptance. The maximum contracting period resulting from the award of this RFP with all renewals is five (5) years.

### **2. Meetings**

The District will schedule a minimum of one (1) meeting per calendar year with the Contractor(s) to ensure that this contract complies with all terms and conditions of the contract by both parties. Either party may schedule additional meetings as the need arises. The meetings will be scheduled with a letter or email to the affected parties, to include required participants and agenda.

### **3. Insurance (Mandatory Requirement)**

The Contractor will secure and maintain through the duration of this agreement, insurance naming the Highline School District No. 401 District as additional insured at the level described below. The contractor will provide the District with copies of certificates of coverage from the insurance provider each year upon the renewal of this contract. This will be required once the proposal is awarded.

Workers Compensation insurance as required by the laws of the State of Washington and applicable federal laws.

Comprehensive General Bodily Injury Liability Insurance, with a limit of not less than \$1,000,000 for each person and \$1,000,000 for each accident or occurrence.

Comprehensive Property Damage Liability Insurance with a limit of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 in the aggregate.

Comprehensive Auto Bodily Insurance and Property Damage Insurance on an occurrence basis, with limits of liability of not less than \$1,000,000.

### **4. Contract Manager**

Proposals must identify a contract manager who shall be responsible for and shall be the contact person for all communications and billings regarding the performance of the contract. Contract manager information shall include: contract manager’s name, phone, fax number, and e-mail address.

## **VI. SPECIAL TERMS, CONDITIONS AND SPECIFICATIONS**

### **1. CONTRACT COMMENCEMENT DATE**

Subject to other contract provisions, the commencement date under this contract will begin after a 30-day notice to the existing Contractor(s), if said Contractor is not the most responsive Proposer, or after acceptance of date of execution, whichever is later.

### **2. INTERPRETATION OF CONTRACT**

In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and State of Washington statutes and regulations District's Request for Proposal
- Vendor's response to the RFP
- Any other provision, term or material incorporated herein by reference or otherwise incorporated in this contract

### **3. MANDATORY REQUIREMENTS**

All sections that are marked with a point value or marked as a Mandatory Requirement must be addressed in the Proposer's proposal in order to be considered as responsive. No points are awarded for mandatory requirements.

### **4. EVALUATION**

*Maximum 100 points*

Evaluation of the proposals received in compliance with the RFP instructions will be performed for the purpose of selecting a Contractor who best meets the needs of the District.

The District will be awarding this proposal on level of service, quality and capability of the system and cost to the District.

The District may award this RFP to other than the high-Proposer. The District will evaluate the three Proposers with the highest score. Proposers may be called for an interview and presentation based on the initial evaluation of proposals submitted. District representatives will conduct this interview.

District will award the points as outlined in section I. Introduction above.

## **VII. STANDARD TERMS AND CONDITIONS**

## **ENTIRE AGREEMENT**

This document, including all addenda and subsequently issued change orders and amendments, comprises the entire agreement between Highline School District No. 401 and the Contractor and shall be governed by the laws of the State of Washington incorporated herein by reference. The venue for legal action shall be the Superior Court for the State of Washington, County of King. The District reserves the right to reject Proposals, which propose additional terms and conditions.

## **ACCESS TO DATA**

The Contractor shall provide access to any data/information generated under this Contract to the District, the District Superintendent's designee, or any State or Federal Auditor at no additional cost. This includes access to all information that supports this Contract.

## **AUDIT REQUIREMENTS**

If the Contractor is a sub recipient of federal awards as defined by the Office of Management and Budget (OMB) Circular A-133, the Contractor shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance (CFDA) Numbers. The Contractor shall make their records available for review or audit by officials of federal agencies, the General Accounting Office and the Superintendent or designee. The Contractor shall incorporate OMB Circular A-133 audit requirements into all Contracts between the Contractor and its Subcontractors who are sub recipients. The Contractor shall comply with any future amendments to OMB Circular A-133 and any successor or replacement circular or regulation.

**NOTE: Audit requirements do not apply to "vendors" as defined in OMB Circular A-133 (those providing goods and services that are required for the conduct of the federal program).**

## **CONFLICTS AND SEVERABILITY**

Conflict - In the event of conflict between contract documents and applicable laws, codes, ordinances, regulations, or orders of any competent authority having jurisdiction or in the event of any conflict between such applicable laws, ordinances, regulations, or orders, the most stringent or legally binding requirement shall govern and be considered as a part of this contract in order to afford the District the maximum benefits thereof.

Severability - Any provision of this document found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the document.

## **NONDISCRIMINATION AND AFFIRMATIVE ACTION**

Acceptance of this contract binds the contractor to Highline School District No. 401 Affirmative Action Policies and Procedures that encompasses Non-Discrimination and Sexual Harassment that is pursuant to Chapter 49.60 RCW and Chapter 49.74 RCW for the contract period.

## **BACKGROUND CHECKS**

Consistent with RCW 43.43.834, the Contractor shall require each applicant for employment or volunteer who may have contact with children or vulnerable adults to disclose whether he or she

has been convicted of a crime and/or had findings made against him or her in any civil adjudicative proceeding as defined in RCW 43.43.830. The Contractor shall conduct criminal background checks, including fingerprinting, in accordance with RCW 43.43.830 through 43.43.835, as now or hereafter amended, on all employees or volunteers who will or may have contact with children or vulnerable adults in the work to be performed under this Contract. Pursuant to RCW 28A.400.330, the Contractor shall not permit any employee, subcontractor, intern or volunteer from performing work under this Contract who has pled guilty to or been convicted of any felony crime specified under RCW 28A.400.322 as it now exists or is hereafter amended. Failure to comply with this provision shall be grounds for the District immediately terminating the contract. The Contractor shall incorporate this requirement into every subcontract it enters relating to services with the District.

### **CONFIDENTIALITY**

The Contractor acknowledges that certain data, material, or information which originates from this Contract regarding students, may consist of confidential records owned by the District or confidential personally identifiable information subject to the federal Family Educational Rights and Privacy Act or other privacy laws, and that disclosure to or use by third parties would be damaging. The Contractor, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this Contract, to release it only to authorized employees and agents requiring such information and not release or disclose it to any other party. The Contractor agrees to release such information or material only to employees and agents who have signed a written agreement expressly prohibiting redisclosure. The Contractor shall execute the attached document, Exhibit 1, pertaining to the confidentiality of certain records.

### **GIFTS AND GRATUITIES**

In accordance with RCW 43.19.1937-1939, it is unlawful for any person to directly or indirectly offer, give or accept gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic value in conjunction with District business practices.

### **RIGHT AND REMEDIES**

In the event of any claim for default or breach of contract, no provision in this document or in the Contractor's offer shall be construed, expressly or by implication, as a waiver by the District of any existing or future right and/or remedy available by law. Failure of the District to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract or by law, or the acceptance of (or payment for) materials, equipment or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the District to insist upon the strict performance of the contract.

### **SAVE HARMLESS**

Contractor shall indemnify, defend and hold harmless to the District from any and all claims, demands, suits, actions, proceedings, losses, costs and damages of every kind and description, including any attorneys' fees and/or litigation expenses, which may be brought or made against or incurred by the District on account of losses of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake or negligence of Contractor, Contractor's

employees, agents, representatives or sub-contractors, their employees, agents or representatives in connection with or incidental to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims or Unemployment Disability Compensation claims of employees of the Contractor and/or sub-contractors or claim under similar such laws or obligations. Contractor also agrees to protect and save harmless the purchaser against all claims, suits or proceeding for patent, trademark, copyright, or franchise infringement arising from the purchase, installation, or use of goods and services ordered, and to assume all expenses and damages arising from such claims, suits or proceedings. Contractor's obligation under this Section shall not extend to any liability caused by the sole negligence of the District or its employees.

Contractor shall pay all attorneys' fees and expenses incurred by the District in establishing and enforcing the District's rights under this paragraph, whether or not suit was instituted.

### **PERSONAL LIABILITY**

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of District or State of Washington be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement or representation made herein or in any connection with this agreement.

### **CYBER LIABILITY INSURANCE**

Each party to this Agreement shall carry and maintain, at its own expense including any applicable deductibles or retentions, insurance policies or coverage agreements of the kind and with limits listed below:

Should the Contract have access to data provided by the District, the Contractor shall provide Cyber Liability insurance or coverage with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or corruption or destruction of electronic information, intentional and/or unintentional release of private information, internet media liability, alteration of electronic information, extortion, and network security. This coverage is required to remain in effect for as long as necessary to cover any and all such claims.

## **SUPERVISION AND COORDINATION**

### **Contractor shall:**

- 1) Completely and efficiently, supervise and direct the implementation and completion of all contract requirements specified herein.
- 2) Designate in its Proposal to the District, a representative(s) with the authority to legally commit Contractor's firm. All communications given or received from the Contractor's representative shall be binding on the Contractor.
- 3) Promote and offer to the District only those materials, equipment and/or services as stated herein and allowed for by contractual requirements. Violation of this condition **will be grounds for terminating the contract(s).**

## **NON-ENDORSEMENT/ADVERTISING**

The selection of the Contractor to supply services to the District is neither an endorsement nor a suggestion that that Contractor is the best or only solution. The Contractor agrees to make no reference to the District in any literature, promotional material, brochures, sales presentation or the like without express written consent of the District.

## **SUBCONTRACTS/ASSIGNMENT**

Contractor shall not subcontract or assign neither in whole nor in part its obligations under this contract without the prior written consent of the District and if such subcontracting/assignment is approved all requirements of the contract shall be required of the sub-contractor(s).

## **TAXES, FEES AND LICENSES TAXES**

Contractor shall pay for and maintain in current status any and all taxes, which are necessary for contract performance. Unless otherwise indicated, the purchaser agrees to pay all State of Washington sales or use taxes. No charge by Contractor shall be made for federal excise taxes and the purchaser agrees to furnish Contractor with an exemption certificate, where appropriate. Sales tax shall not be included in proposal pricing submitted. The Contractor shall pay for and maintain in a current status, any license fees, assessments, permit charges, etc., which are necessary for contract performance.

## **PAYMENTS**

The District shall not make payments in advance or in anticipation of services or supplies to be provided under this Contract. All payments to the Contractor are conditioned upon (1) Contractor's submission of a properly executed and supported voucher for payment, including such supporting documentation of performance and supporting documentation of costs incurred or paid, or both as is otherwise provided for in the body of this Contract, and (2) acceptance and certification by the District's Superintendent or designee of satisfactory performance by the Contractor.

Except as otherwise provided in this Contract, (1) all acceptable vouchers for payment due to the Contractor shall be paid within thirty (30) calendar days [Note: The 30 days begin upon receipt of the goods or services or a properly complete invoice, whichever is later.], and (2) all expenses necessary to the Contractor's performance of this Contract shall be borne in full by the Contractor.

## **WARRANTIES**

**Product:** Contractor warrants that all materials, equipment and/or services provided under this contract shall be fit for the purpose(s) for which intended, for merchantability, and shall conform to the requirements and specifications herein. Acceptance of any service and inspection incidental thereto by the District, shall not alter or affect the obligations of the Contractor or the rights of the District

**Price:** Contractor warrants that prices of materials, equipment and services set forth herein do not exceed those charged by the Contractor to any other customer purchasing the same goods or services under similar conditions and in like or similar quantities.

## **LIENS, CLAIMS, AND ENCUMBRANCES**

All materials, equipment or services shall be free of all liens, claims, or encumbrances of any kind and if the District requests a formal release of it shall be delivered to the District.

## **PERFORMANCE**

Acceptance by the purchaser of unsatisfactory performance with or without objection or reservation shall not waive the right to claim damage for breach nor constitute a waiver of requirements for satisfactory performance of any obligation remaining to be performed by Contractor.

## **RIGHTS IN DATA AND PUBLICATIONS**

Data that is developed pursuant to this Contract shall be “works for made for hire” as defined by the U.S. Copyright Act of 1976, as amended, and shall be deemed authored and owned by the District. Ownership includes ownership of all intellectual concepts and properties embodied in the data, the right to copyright, patent or register data and the right to transfer those rights. In the event any data which originates under this Contract is not considered “work made for hire” under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all rights, title and interest in such data, including all intellectual rights, to the District from the moment of creation of such data. “Data” shall mean all work product to be provided by the Contractor under this Contract and shall include, but not be limited to, draft and final reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, photographs, tapes and/or sound reproductions in any format, form or medium.

The Contractor shall obtain the District’s written approval prior to the publication of any results of students and/or services performed or to be performed for any purpose other than for District use. This provision shall not apply to any data that is developed independent of this Contract.

Data which is delivered under this Contract, but which does not originate under it, shall be transferred to the District with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so: PROVIDED, that such a license shall be limited to the extent to which the Contractor has a right to grant such a license. The Contractor shall notify the District, at the time of delivery of data furnished under

this Contract, of all known or potential limitations on such license and any data that was not produced in the performance of this Contract.

The Contractor shall promptly notify the District in writing of each notice or claim of copyright, trademark, or patent infringement it receives regarding any data delivered under this Contract.

### **DETERMINATION OF RESPONSIBILITY**

The District reserves the right to make reasonable inquiry to determine the responsibility of any Contractor. Requests may include, but not be limited to, financial statements, credit ratings, references, record of past performance, on-site inspection of Contractor's or Contractor's subcontractor's facilities. Failure to comply with said request(s) would be sufficient reason to consider the proposal in noncompliance.

### **AWARD FACTORS**

**Criteria:** District contracts shall be awarded to the most responsive Contractor subject to the preferences provided by law. Award criteria shall include all items as stated in RCW 43.19.1911 and the contractual requirements provided herein.

### **Rights Reserved**

The District reserves the right to:

- 1) Waive any immaterial defect(s) or informalities.
- 2) Reject any or all Proposals, or accept any portion of the items Proposed unless the Contractor stipulates all or nothing on the Proposal.
- 3) Reissue an RFP or negotiate as the best interest of the District may require whenever there is reason to believe that prices or terms are not the best obtainable.

### **CHANGES**

No alteration in any of the terms, conditions, or contractual requirements herein shall be effective without the written consent of the District. The written documentation shall be approved and finalized by the Chief Financial Officer.

### **ADDITIONS OR DELETIONS**

The District reserves the right to add or delete items as determined to be in the best interest of the District. Added items will be related to those on contract and will not represent a significant increase or decrease in size or scope of the contract. Such additions or deletions will be documented via mutual agreement, and will be at prices consistent with the original proposal price margins, and will be evidenced by issuance of a written contract change notice from the District's Director of Business Services.

### **CONTRACT SUSPENSION**

The District may at any time and without cause, suspend the contract, or any portion thereof, for a period of not more than thirty (30) calendar days, by written notice to the Contractor. Contractor shall resume performance on fifteen- (15) calendar days after receiving written notice from the District.



## **TERMINATION**

The District may terminate this contract, in whole or in part, at any time and for any reason by giving a thirty (30)-calendar day's written termination notice to the Contractor. Termination charges, when applicable, shall be computed in the following manner: (1) a sum computed and substantiated in accordance with standard accounting practices for those reasonable costs incurred by the Contractor prior to the date of termination, for orderly phase out of performance as requested by the District in order to minimize the cost of termination; and (2) a reasonable profit for such work performed; however, the District shall not be liable to the Contractor for any anticipated profits on the terminated portion of the contract, or claims of unabsorbed overhead or other fixed costs. In no event shall the District become liable to pay any sum in excess of the price of this contract for the terminated services.

Termination for Breach Except in the case of delay or failure resulting from circumstances beyond the control and without the fault or negligence of the Contractor or of the Contractor's suppliers or subcontractors, the District shall be entitled, by written or oral notice, to cancel this contract in its entirety or in part, for breach of any of the terms herein, and to have all other rights against Contractor by reason of Contractor's breach as provided by law. A breach shall mean any one or more of the following events: (1) Contractor fails to perform the services by the date required or by such later date as may be agreed to in a written amendment to the contract signed by the District; (2) Contractor breaches any warranty or fails to perform or comply with any term or agreement in the contract; (3) Contractor makes any general assignment for the benefit of creditors; (4) in the District's sole opinion, Contractor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; (5) Contractor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization or relief from debtors; or (6) any receiver, trustee or similar official is appointed for the Contractor or any of the Contractor's property. If it is subsequently found that the Contractor was not in breach, the rights and obligations of the parties shall be the same as if a Notice of Termination had been issued pursuant to subparagraph 32.A.

Termination by Mutual Agreement the District or the Contractor may terminate this contract in whole or in part, at any time, by mutual agreement with a thirty (30)-calendar day's written notice from one party to the other

## **DEFAULT AND REMEDIES**

### Events

Any of the following events shall constitute cause for the District to declare Contractor in default of the contract:

*Nonperformance of contractual requirements.*

A material breach of any term or condition of this contract.

The District shall issue a written notice of default providing a period in which Contractor shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated damages.

Remedies If the default remains, after Contractor has been provided the opportunity to cure, the District may do one or more of the following:

- 1) Exercise any remedy provided by law.
- 2) Terminate this contract and any related contracts or portions thereof.

### **LEGAL FEES**

The Contractor covenants and agrees that in the event suit is instituted by the purchaser for any default on the part of the Contractor, and the Contractor is adjudged by a court of competent jurisdiction to be in default, he shall pay to the purchaser all costs, expenses expended or incurred by the purchaser in connection therewith, and reasonable attorney's fees.

### **FORCE MAJEURE**

Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences.

Notification if either party is delayed by force majeure, said party should provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of it shall be provided. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this contract.

Rights reserved:

The District reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against the District.

### **ESTABLISHED BUSINESS**

To be considered responsive, Contractors must, at the time of proposal opening, or prior to that time if required by law, be an established business firm with all required licenses, bonding, facilities, equipment and trained personnel necessary to perform the work as specified in the proposal solicitation. The District reserves the right to require proof of said requirements within 10 calendar days from the date of request.

### **AFFIRMATIVE ACTION CONTRACT COMPLIANCE STATEMENT**

The Proposer agrees not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, national origin, sex, age or disability with regard to, but not limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoffs or termination rates of pay or other forms of compensation, selection for training, rendition of services.

In the event of non-compliance by the Proposer with any of the nondiscrimination provisions of the contract, the District shall have the right, at its option, to cancel the contract in whole or in part. If the contract is canceled after part of performance, the Highline School District No. 401 shall be obligated to pay the fair market value or the contract price, whichever is lower, for goods or services which have been received and accepted.

The Proposer assures the District that its agency/labor union will comply with all state and federal guidelines and/or regulations. Therefore, all applicants seeking employment opportunities and all contracts for goods and services will be considered and will not be discriminated against on the basis of race, color, national origin, gender or disability. This is in accordance with Title VI of the 1964 Civil Rights Act; Section 504 of the Rehabilitation Act, 1973, as amended, Americans with Disabilities Act, July 26, 1990. P.L. 101-336; and Title IX/Chapter 28A.640 RCW of the Education Amendments of 1972, as amended.

### **CONFLICT OF INTEREST**

Neither the Contractor nor any employee or agent of the Contractor shall participate in the performance of any duty in whole nor in part pursuant to this agreement to the extent is participation prohibited by Chapter 42.52 RCW, Ethics in public service.

### **CRIMES AGAINST CHILDREN:**

The contractor shall prohibit any employee of the contractor, including subcontractors, from working at a public school who has contact with children at said school during the course of his or her employment and who has plead guilty to or been convicted of any felony crime involving the physical neglect of a child under RCW 9A.42, the physical injury or death of a child under RCW 9A.32 or 9A.36 (except motor vehicle violations under RCW 46.61), sexual exploitation or a minor under RCW 9.68, several offenses under RCW 9A.44 where a minor is the victim, promotion prostitution or a minor under RCW 9A.88, the sale or purchase of a minor child under RCW 9S.64.030, or violation of similar laws of another jurisdiction. Any failure to comply with this section shall be grounds for the School District to immediately terminate the contract.

### **DEBARMENT AND SUSPENSION**

Proposer certifies by submission of a proposal that to the best of their knowledge/belief its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded for the award of contracts by any Federal governmental agency or department. Further, Proposer certifies that they are not presently indicted for or have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract.

If a Proposer is unable to certify such information, the Proposer shall submit an explanation of why it cannot provide certification. Such information will be used to determine whether the bid shall be deemed responsive.

If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to any other remedies available to the District, the District may terminate the contract for default.

## Attachment A

### HIGHLINE SCHOOL DISTRICT No. 401

### K – 8 GRADE STUDENT ASSESSMENT SYSTEM No. 17/18-3

### SCORING CRITERIA

<b>PROFESSIONAL DEVELOPMENT -15 Points and SUPPORT - 5 Points</b>	
<b>Criteria</b>	<b>SCORE &amp; Additional Comments</b>
Customer support is available during business hours (PST)	
Professional development is personalized for each school site.	
Professional development trains teaching staff on how to access and interpret diagnostic results to inform instructional planning and implementation.	
Professional Development is ongoing beyond the first year of implementation. *Please listen for opportunities beyond year one onboarding content	
	<b>SCALE – Additional Comments</b> 1-Strongly Disagree   2-Disagree   3-Neutral   4-Agree   5-Strongly Agree
Available resources for ongoing classroom support: User’s guide for teachers, building administrators, and district office & webinars	

<b>SPECIFICATIONS – 20 Points</b>	
<b>Criteria</b>	<b>SCORE &amp; Additional Comments</b>
Provides diagnostic growth data over time.	
Norm-reference (comparing scores against the performance results of a statistically selected group of test takers).	
Assessment can be used for progress monitoring purposes.	
Technology/Web-based	

Adaptive	
Test items have been reviewed for bias.	
	<b>SCALE – Additional Comments</b> 1-Strongly Disagree 2-Disagree 3-Neutral 4-Agree 5-Strongly Agree
Assessment can be administered with flexible frequency.	

<b>SPECIFICATIONS – 20 Points</b>	
<b>Criteria</b>	<b>SCORE Additional Comments</b>
Provides diagnostic growth data over time.	
Norm-reference (comparing scores against the performance results of a statistically selected group of test takers).	
Assessment can be used for progress monitoring purposes.	
Technology/Web-based	
Adaptive	
Test items have been reviewed for bias.	
	<b>SCALE – Additional Comments</b> 1-Strongly Disagree 2-Disagree 3-Neutral 4-Agree 5-Strongly Agree
Assessment can be administered with flexible frequency.	

<b>DATA/REPORTS – 10 Points</b>	
<b>Criteria</b>	<b>SCORE &amp; Additional Comments</b>
Assessment reports and summary are available in multiple languages.	
Data can be downloaded into multiple formats (PDF, Excel, etc.)	
Diagnostic reports can provide student growth by month (LAP requirement).	

Diagnostic reports are available immediately after assessment.	
Disaggregated data reports	
Reports provide instructional pathways and recommendations.	
	<b>SCALE - Additional Comments</b> 1-Strongly Disagree 2-Disagree 3-Neutral 4-Agree 5-Strongly Agree
User-friendly diagnostic reports available at multiples levels with results and recommendations for instruction (district, school).	
Student and parent friendly diagnostic reports are available with results and recommendations on how to support at home when applicable.	
Data reports provide opportunities for teams to engage in data-driven conversations.	
Diagnostic shows academic strengths and needs of student groups to inform school-based instructional goals.	
Diagnostic results provide school teams with data to inform next steps for instruction to improve student progress.	

<b>USABILITY/ACCESSIBILITY - 5 Points</b>	
<b>Criteria</b>	<b>SCORE &amp; Additional Comments</b>
Assessment is available in multiple languages.	
Data can be imported into district student information system (Illuminate).	
	<b>SCALE - Additional Comments</b> 1-Strongly Disagree 2-Disagree 3-Neutral 4-Agree 5-Strongly Agree
Student login and assessment process is user friendly.	
Tools, supports and Accommodations available for universal use and for students with IEP/504 plan (either embedded in application or non-embedded (Examples: zoom enlargement, online glossary, online math tools).	
Content in instructional pathway is user friendly for instructional staff.	

<b>INSTRUCTIONAL CONTENT – 20 Points</b>	
<b>Criteria</b>	<b>SCORE &amp; Additional Comments</b>
Instructional pathway & content is embedded in program	
Student results lead to an instructional & personalized online pathway	
	<b>SCALE-Additional Comments</b> 1-Strongly Disagree 2-Disagree 3-Neutral 4-Agree 5-Strongly Agree
Multiple entry points with questions of varying challenge (Range of DOK levels)	
Diagnostic content items and level of rigor is aligned to CCSS (Math)	
Diagnostic content items and level of rigor is aligned to CCSS (Reading)	

<b>TOTAL COST OF OWNERSHIP – 20 Points</b>	
<b>Criteria</b>	<b>SCORE &amp; Additional Comments</b>
Total cost of ownership for five year term	

**Attachment B**

**HIGHLINE SCHOOL DISTRICT No. 401**

**K – 8 GRADE STUDENT ASSESSMENT SYSTEM No. 17/18-3**

**COOPERATIVE PURCHASING AGREEMENT**

RCW 39.34 allows cooperative purchasing between public agencies in the State of Washington. Public agencies that have, or in the future file an Inter-local Cooperative Purchasing Agreement with the District may purchase from the District's contracts, provided that the Proposer has agreed to such participation. Each Proposer shall indicate on the proposal form whether it will honor other public agency orders in accordance with the contract terms and conditions. The District will not have any responsibility or liability for orders issued by other public agencies utilizing the District's contract through the Inter-local Agreement.

1. As per the terms and conditions of this contract, will the Proposer allow public agencies with executed Inter-local Cooperative Purchasing Agreements with Highline School District No. 401 purchase from this contract?

Yes \_\_\_\_\_

No \_\_\_\_\_

If yes, Proposer will have the opportunity to review ability to perform/deliver to requesting agencies prior to commencement of services.

3. If yes, and if the Proposer is successful in securing another agency to utilize this contract, indicate additional funds that will be made available to Highline School District No. 401



**Attachment C**

**HIGHLINE SCHOOL DISTRICT No. 401**

**K – 8 GRADE STUDENT ASSESSMENT SYSTEM No. 17/18-3**

**CERTIFICATION INFORMATION**

I hereby certify that I have read and understood this Request for Proposal, General Information, Evaluation of Proposals, Terms and Conditions and all other documents pertaining to this proposal submittal.

The undersigned agrees to furnish the enclosed services at the price stated, subject to the conditions and requirements of this proposal. The proposal must be signed by a person with authority to legally bind the Proposer.

*I certify that I am an authorizing agent of the firm referenced below and have legal authority to bind said company to the terms and conditions of this contract:*

Legal Firm Name: \_\_\_\_\_

By/Title \_\_\_\_\_

Print Name/Title \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

Dated \_\_\_\_\_

Please indicate the person to be contacted by the District concerning any part of this RFP or the proposal:

Name: \_\_\_\_\_ Title \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax \_\_\_\_\_

Email: \_\_\_\_\_

## Attachment D

### Highline School District No. 401

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions \$25,000 and Above**

This certification is required by the Executive Order 12543 and 48 CFR part 9 regarding all transaction receiving federal dollars.

- a. The prospective lower tier participant (contractor) certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The prospective lower tier participant (contractor) shall provide immediate written notice to Highline School District, 15675 Ambaum Blvd SW, Burien, WA 98166 Attn: Purchasing if at any time the prospective lower tier participant (contractor) learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- b. Should the prospective lower tier (contractor) enter into a covered transaction with another person at a lower tier (subcontractor), the prospective lower tier participant (contractor) agrees by signing this agreement that it will verify that the person with whom it intends to do business is not excluded or disqualified. The prospective lower tier participant will do this by (a) checking the federal Excluded Parties List System (EPLS) at the System award management (SAM) [www.sam.gov](http://www.sam.gov); or (b) collecting a certification from that person; or (c) adding a clause or condition to the covered transaction contract with that person similar to the paragraph above.
- c. The prospective lower tier participant (contractor) agrees by signing this agreement that it shall not knowingly enter into any lower tier covered transaction with a person (subcontractor) who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.
- d. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of award. In addition, under 18 USC sec. 1001, a false statement may result in a fine or imprisonment for up to five (5), or both. I have read and understand the instructions on the reverse side of this form.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed or Printed Name & Title of Authorized Representative

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Project, Proposal, Bid or Contract Name



I am unable to certify the above statements. My explanation is attached.

END OF DOCUMENT

