

**STATE OF WASHINGTON
Department of Early Learning
REQUEST FOR QUALIFICATIONS AND QUOTATIONS
RFQQ NO. 16-113 EfC Executive Director**

PROJECT TITLE: Essentials for Childhood Executive Director

BID DUE DATE: October 6, 2016 – 3:00 p.m. PST

EXPECTED TIME PERIOD FOR CONTRACT: November 15, 2016 and to end on March 15, 2018.

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

CONTACT INFORMATION:

NAME: Kristy Brodersen

E-MAIL: del.contracts@del.wa.gov

TABLE OF CONTENTS

INTRODUCTION..... 3

1.1 DEFINITIONS 3

1.2 PURPOSE AND BACKGROUND..... 4

1.3 OBJECTIVE..... 4

1.4 MINIMUM QUALIFICATIONS..... 6

1.5 FUNDING..... 6

1.6 PERIOD OF PERFORMANCE 6

1.7 ADA 6

2 GENERAL INFORMATION FOR BIDDERS 6

2.1 RFQQ COORDINATOR..... 6

2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES 7

2.3 CONCERN & RESPONSE PERIOD..... 7

2.4 REVISIONS TO THE RFQQ 8

2.5 SUBMISSION OF BIDS 8

2.6 PUBLIC INFORMATION/PROPRIETARY INFORMATION 8

2.7 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION 9

2.8 SMALL BUSINESS PARTICIPATION..... 9

2.9 RESPONSIVENESS 9

2.10 ACCEPTANCE 10

2.11 MOST FAVORABLE TERMS..... 10

2.12 CONTRACT AND GENERAL TERMS & CONDITIONS 10

2.13 COMMITMENT OF FUNDS..... 10

2.14 ELECTRONIC PAYMENT 10

2.15 INSURANCE COVERAGE 10

2.16 BID CONTENTS 11

2.17 LETTER OF SUBMITTAL (MANDATORY)..... 11

2.18 QUALIFICATIONS SECTION..... 11

2.19 QUOTATIONS SECTION 14

3 EVALUATION AND CONTRACT AWARD 15

3.1 EVALUATION PROCEDURE 15

3.2 CLARIFICATION OF BID 15

3.3 EVALUATION WEIGHTING AND SCORING..... 16

3.4 ORAL PRESENTATIONS MAY BE REQUIRED 16

3.5 NOTIFICATION TO BIDDERS..... 16

3.6 DEBRIEFING OF UNSUCCESSFUL BIDDERS..... 16

3.7 PROTEST PROCEDURE 17

4 RFQQ ATTACHMENTS AND EXHIBITS..... 18

INTRODUCTION

1.1 DEFINITIONS

Definitions for the purposes of this RFQQ include:

ADVERSE CHILDHOOD EXPERIENCES (ACES) – Categories of childhood experiences used to describe the cumulative stress experienced by children. ACES have been linked to an increased risk of engaging in risky health behaviors, chronic health conditions, low life potential and early death.

AGENCY - The Department of Early Learning (DEL) is the AGENCY of the state of Washington that is issuing this RFQQ.

BID – A formal offer submitted in response to this RFQQ.

BIDDER – Means an individual or entity who submits a bid, quotation, or proposal in response to a RFQQ issued for such goods or services by the Department of Enterprise Services or an agency of Washington state government.

CONTRACTOR – Means an individual or entity awarded a contract with an agency to perform a service or provide goods.

COLLECTIVE IMPACT - Collective impact is a specific form of collaboration in which organizations from different sectors agree to solve a specific social problem using a common agenda, aligning their efforts, and using common measures of success <http://www.collectiveimpactforum.org/>.

EfC- Essentials for Childhood.

EfC BACKBONE TEAM – This team includes the Department of Health (DOH) Essentials for Childhood (EfC) Project Coordinator, DOH Evaluator/Epidemiologist and other DOH and DEL staff members. This team coordinates with the Executive Director to facilitate the EfC Collective Impact initiative.

NORTH STAR METRICS – Overarching metrics to describe desired outcomes in the initiative that include: Improve Child Health, Increase Kindergarten Readiness and Reduce Adverse Experiences.

REQUEST FOR QUALIFICATIONS AND QUOTATIONS (RFQQ) – Procurement document in which services needed are identified and BIDDERS are invited to provide their qualifications to provide the services and their hourly rates.

STEERING COMMITTEE – A cross-sector, public-private leadership group with representatives from state government, community, philanthropy, business and statewide advocacy organizations concerned with fostering healthy children and families. Members work within their own organizations and sectors to align their work with EfC and champion the work of EfC with their partners and stakeholders.

WORK GROUPS - Three convened workgroups (Community & Stakeholder; Systems, Services & Implementation; and Innovative Policy & Financing) are developing plans to implement activities in support of EfC Common Agenda cross-cutting strategies.

1.2 PURPOSE AND BACKGROUND

The AGENCY is initiating this RFQQ to solicit quotations from BIDDERS interested in participating on a collaborative project to provide strategic leadership, resource development, and high level public exposure for the work of the Washington Essentials for Childhood (EfC) Initiative. In 2013, Washington was one of five state health departments funded to implement Essentials for Childhood (EfC), the federal Center for Disease Control and Prevention's (CDC) child maltreatment framework. This grant supports cross-sector collaboration to support safe, stable, nurturing relationships and environments for all children. It builds on over two (2) decades of pioneering work in our state on understanding and addressing Adverse Childhood Experiences. The Department of Health (DOH) co-leads this initiative with the Department of Early Learning (DEL). The state has leveraged the CDC grant with matching Gates Foundation funds, other government funds, as well as private in-kind assistance, to support a robust structure.

Work to date has laid a solid structural and conceptual foundation for the Washington State Essentials for Childhood Initiative. A cross-sector, executive-level Steering Committee provides vision, strategic guidance and champions EfC. The Steering Committee developed a common agenda that includes a strategic vision, strategies and North Star metrics (See Attachment A). Three partner-driven workgroups are exploring ways to implement strategies. A data committee supports metrics development and tracking. The EfC Backbone Team of staff at the Departments of Health and Early Learning support this structure (See Attachment B).

The current challenge is moving from concept to action. A diverse group of stakeholders is engaged and eager to collaborate on work that will advance our vision, and in particular, move the needle on the metrics: adverse experiences, kindergarten readiness, and child health status. The next step is to move from informal collaboration to true collective impact that leverages and aligns mutually reinforcing activities across partner organizations.

For more information see: Essentials for Childhood Framework (Centers for Disease Control): <http://www.cdc.gov/violenceprevention/childmaltreatment/essentials/>

1.3 OBJECTIVE

The Contractor will provide services and staff, and do all things necessary in the performance of work listed below:

The Executive Director will be an inspirational, adaptive leader who exercises influence to build consensus across divergent points of view, achieving commitment and cross-sector alignment of efforts to achieve the EfC common agenda.

The Executive Director will report to the Office of the Assistant Secretary of Prevention and Community Health at the Department of Health.

Key Functions of the Executive Director

Adaptive leadership, visioning and influencing

- Create excitement and a sense of shared purpose among stakeholders about EfC. Use that excitement to guide collective action.
- As a trusted partner, inspire and persuade others to voluntarily pursue and achieve common goals and adopt new positions or opinions. Demonstrate alignment of partner organization missions with EfC.

- Provide strategic direction to workgroups and partner organizations to align their work to implement strategies that move the needle on EfC North Star Metrics.
- Seek out and incorporate new information to understand and adapt to the environment and generate new options.
- Maintain understanding of current progress toward goals and implementation challenges, and collaboratively develop comprehensive solutions to address them.

Partner engagement, public outreach, and communications

- Strategically cultivate the necessary partnerships and relationships to achieve success of the EfC common agenda. Including with Steering Committee and workgroup co-chairs and members, other related initiatives, and other partners; keep them informed about EfC and be a conduit for their input into EfC.
- Effectively and clearly communicate the vision, purpose and work of EfC and create an urgency for system and policy change among diverse stakeholders, including government and private leaders, community members, advocates, policymakers, and funders.
- Serve as an EfC ambassador at select conferences and events.
- Recommend improvements to internal and external communications strategies. Provide guidance and input on communications materials.

Initiative management and coordination

- Drawing on the collective impact model, identify options, recommend approaches and lead efforts to adapt initiative structure and processes for maximum effectiveness.
- Analyze and make recommendations to leadership about opportunities, threats, barriers, concerns and needs.
- Recommend the overall vision and agenda, plan and facilitate Steering Committee meetings.
- Coordinate with the EfC Coordinator to assure seamless, coordinated management of the initiative, assure efficient processes to support the work of the EfC initiative, and adapt plans and activities to the emergent landscape as needed.
- Collaborate with workgroups and EfC Coordinator to identify options for connecting and coordinating work of the workgroups. Work with workgroup co-chairs and staff to assure appropriate meeting planning and facilitation, preparation of meeting materials, plans for follow up activities, and implementation of workgroup strategies.
- Recommend data, measurement and reporting infrastructure needed to inform decision making, improve the initiative vision, structure and processes, and tell the story of EfC.

Sustainability

- Identify opportunities and options for financial and in-kind support of aligned partner efforts that contribute to EfC goals. Provide support and guidance to partner organizations in aligning resources to support the EfC agenda. Strategize with Steering Committee about how to advance the work.
- Analyze capacity needed to sustain the work.
- Actively work to sustain momentum for work that supports the EfC Common Agenda across partner organizations.

1.4 MINIMUM QUALIFICATIONS

The BIDDER must be licensed to do business in the state of Washington and it is preferred that the BIDDER has at least 5 years of experience with the following:

- Strategic leadership and planning;
- Public and private stakeholder engagement;
- Resource development and fundraising;
- Meeting facilitation.

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

1.5 FUNDING

The overall budget for this project shall not exceed 200,000. Bids in excess of \$200,000 will be rejected as non-responsive and will not be evaluated. In the event additional funding becomes available, any contract awarded may be renegotiated to provide for additional related services.

Any contract(s) awarded as a result of this procurement is contingent upon the availability of funding.

1.6 PERIOD OF PERFORMANCE

The period of performance of any contract(s) resulting from this RFQQ is tentatively scheduled to begin on or about November 15, 2016 and to end on March 15, 2018.

Amendments extending the period of performance, if any, shall be shall not be for more than five (5) years and be at the sole discretion of the AGENCY.

1.7 ADA

The AGENCY complies with the Americans with Disabilities Act (ADA). BIDDERS may contact the RFQQ Coordinator to receive this RFQQ in Braille or on tape.

2 GENERAL INFORMATION FOR BIDDERS

2.1 RFQQ COORDINATOR

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

Name	Kristy Brodersen
Mailing Address	P.O. Box 40970
City, State, Zip Code	Olympia, Washington 98504-0970
E-Mail Address	Del.contracts@del.wa.gov

Any other communication will be considered unofficial and non-binding on the AGENCY. BIDDERS are to rely on written statements issued by the RFQQ Coordinator. Communication directed to parties other than the RFQQ Coordinator may result in disqualification of the BIDDER.

2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Qualifications and Quotations	September 12, 2016
Question and Answer Period Questions due on or before September 23, 2016	September 12 – 23, 2016
Issue addendum to RFB	September 28, 2016
Concern & Response Period - required	September 29, 2016
Bids due	October 6, 2016 – 3:00 p.m. PST
Evaluate bids	October 7 - 10, 2016
Conduct oral interviews with BIDDERS finalists, if required	October 13 - 14, 2016
Announce “Apparent Successful BIDDER” (ASB) and send notification via fax or e-mail to unsuccessful BIDDERS	October 18, 2016
Hold debriefing conferences (if requested)	October 24 - 26, 2016
Protest Request (available to BIDDERS who submitted a Response to this solicitation and have received a debriefing conference.)	Through November 2, 2016
Protest decision from AGENCY	November 4, 2016
Negotiate contract	November 7 - 9, 2016
Begin contract work (AGENCY will postpone signing a Contract with the ASB until all Protests have been resolved.)	November 15, 2016

The AGENCY reserves the right to revise the above schedule.

2.3 CONCERN & RESPONSE PERIOD

The AGENCY provides prospective BIDDERS a period of time to voice concerns about this procurement in order to promote a transparent, fair, and competitive process. Prospective BIDDERS must provide the RFQQ Coordinator concerns in written form no later than five business days prior to when the bids are due. Concern topics are inclusive of:

- Unnecessary competition restriction;
- Unfair or flawed evaluation/scoring process; or
- Inadequate or insufficient requirements so a response is difficult to prepare.

Concerns raised in communication with the RFQQ Coordinator will be documented and responded to in written form. The response may include how a review was conducted and the basis upon which a response was made. A copy of the concern and response will be sent to each prospective BIDDER who has received a copy of the RFQQ or made the RFQQ Coordinator aware of his or her interest in this procurement.

2.4 REVISIONS TO THE RFQQ

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

For this purpose, the published questions and answers from the prebid conference and any other pertinent information shall be provided as an addendum to the RFB.

THE AGENCY also reserves the right to cancel or to reissue the RFB in whole or in part, prior to execution of a contract.

2.5 SUBMISSION OF BIDS

The AGENCY will not be liable for any costs incurred by the BIDDER in preparation of a bid submitted in response to this RFQQ, in conduct of a presentation, or any other activities related to responding to this RFQQ.

The AGENCY will not be liable for any costs incurred by the BIDDER in preparation of a bid submitted in response to this RFQQ, in conduct of a presentation, or any other activities related to responding to this RFQQ.

The bid must be received by the RFQQ Coordinator no later than 3:00 pm Pacific Standard Time or Pacific Daylight Time, in Olympia, Washington, on October 6, 2016.

Bids must be submitted electronically as an attachment to an e-mail to the RFQQ Coordinator at the e-mail address listed in Section 2.1. Attachments to e-mail shall be on Microsoft Word format or PDF. Zipped files cannot be received by the AGENCY and cannot be used for submission of bids. The cover submittal letter and the Certifications and Assurances form must have a scanned signature of the individual within the organization authorized to bind the BIDDER to the offer. The AGENCY does not assume responsibility for problems with BIDDER's e-mail. If the AGENCY'S email is not working, appropriate allowances will be made.

Bids may not be transmitted using facsimile transmission.

BIDDERS should allow sufficient time to ensure timely receipt of the bid by the RFQQ Coordinator. Late bids will not be accepted and will be automatically disqualified from further consideration, unless the AGENCY'S e-mail is found to be at fault. All bids and any accompanying documentation become the property of the AGENCY and will not be returned.

2.6 PUBLIC INFORMATION/PROPRIETARY INFORMATION

Materials submitted in response to this competitive procurement shall become the property of the AGENCY.

All records related to state procurements remain public records subject to disclosure to the extent provided in chapter [42.56](#) RCW, however, once the AGENCY announces the apparent successful bidder, bid submissions and bid evaluations are exempt from disclosure.

Any information in the bid that the BIDDER desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56 must be clearly designated. The page must be identified and the particular exception from disclosure upon which the BIDDER is making the claim. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page.

The AGENCY will consider a BIDDER's request for exemption from disclosure; however, the AGENCY will make a decision predicated upon Chapter 42.17 RCW and Chapter 136-06 of the Washington Administrative Code. Marking the entire bid exempt from disclosure will not be honored. The BIDDER must be reasonable in designating information as confidential. If any information is marked as proprietary in the bid, such information will not be made available until the affected proposer has been given an opportunity to seek a court injunction against the requested disclosure.

A charge will be made for copying and shipping, as outlined in RCW 42.17.300. No fee shall be charged for inspection of contract files, but 24 hours' notice to the RFQQ Coordinator is required. All requests for information should be directed to the RFQQ Coordinator.

2.7 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 individual or 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 bids, no minimum level of MWBE participation shall be required as a condition for receiving an award and bids will not be rejected or considered non-responsive on that basis.

The established annual procurement participation goals for MBE is 10% and for WBE, 4%, for this type of project. These goals are voluntary. Bidders may contact OMWBE at 360/753-9693 or <http://www.omwbe.wa.gov> to obtain information on certified individual or firms.

2.8 SMALL BUSINESS PARTICIPATION

In accordance with the legislative findings and policies set forth in Chapter 39.26 RCW, the state of Washington encourages participation in all of its contracts by BIDDERS defined as a small business. 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 bids.

2.9 RESPONSIVENESS

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

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

2.10 ACCEPTANCE

BIDDERS must provide 60 days for acceptance by the AGENCY from the due date of receipt of bids. After review of the bids, the AGENCY may:

- Reject all bids and rebid or cancel this competitive solicitation;
- Request best and final offers from responsive and responsible bidders; or
- Award the purchase or contract to the lowest responsive and responsible bidder.
- Award one or more contracts from a competitive solicitation.

2.11 MOST FAVORABLE TERMS

The AGENCY reserves the right to make an award without further discussion of the bid submitted. Therefore, the bid should be submitted initially on the most favorable terms which the BIDDER can propose. The AGENCY does reserve the right to contact a BIDDER for clarification of its bid.

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

2.12 CONTRACT AND GENERAL TERMS & CONDITIONS

The apparent successful BIDDER will be expected to enter into a contract, which is substantially the same as the sample contract and its general terms and conditions attached as Exhibit B. In no event is a BIDDER to submit his or her own standard contract terms and conditions in response to this solicitation. The BIDDER may submit exceptions as allowed in the Certifications and Assurances section, Exhibit A to this solicitation. The AGENCY will review requested exceptions and accept or reject the same at its sole discretion.

2.13 COMMITMENT OF FUNDS

The director of the AGENCY or her delegates are the only individuals who may legally commit the AGENCY to the expenditures of funds for a contract resulting from this RFQQ. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.14 ELECTRONIC PAYMENT

The state of Washington prefers to utilize electronic payment in its transactions. The successful contractor will be provided a form to complete with the contract to authorize such payment method.

2.15 INSURANCE COVERAGE

The Contractor is to furnish AGENCY with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth in the sample contract general terms and conditions attached and incorporated by this reference as Exhibit B. The insurance requirements set forth in the Contract are standard minimum insurance requirements and may vary depending on the specific terms and the needs of the final negotiated contract. AGENCY and the Contractor may negotiate insurance requirements at the time of contract negotiations depending on contract terms and contractor's risk evaluation.

2.16 BID CONTENTS

Bids must be written in English and submitted electronically in the order noted below:

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

Bids 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 bid, but should assist the BIDDER in preparing a thorough response.

Items in this section marked “mandatory” must be included as part of the bid for the bid 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.

2.17 LETTER OF SUBMITTAL (MANDATORY)

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A to this RFQQ) must be signed and dated by a person authorized to legally bind the BIDDER 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.

2.18 QUALIFICATIONS SECTION

The Qualifications Section of the bid must contain information that will demonstrate to the evaluation committee the BIDDER’s understanding of the types of services proposed, the individual or firmability to accomplish them, and the ability to meet tight timeframes.

The Qualifications Response is to be submitted in three sections as follows: 1) Business Information, 2) Experience 3) Staffing. (The optional fourth section would include proof of certification for minority and women-owned businesses participating on the project.)

- Strategic leadership and planning;
- Public and private stakeholder engagement;
- Resource development and fundraising;
- Meeting facilitation.

2.18.1 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 individual or 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 individual or firm. Name the individual or firm principles and their roles.

- D. Identify any state employees or former state employees employed by the BIDDER or on the BIDDER's governing board as of the date of the bid. Include their position and responsibilities within the BIDDER's organization. If following a review of this information, it is determined by the AGENCY that a conflict of interest exists, the BIDDER may be disqualified from further consideration for the award of a contract.
- E. If the BIDDER'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 BIDDER 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 BIDDER'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 BIDDER's position on the matter. The AGENCY will evaluate the facts and may, at its sole discretion, reject the bid on the grounds of the past experience. If no such termination for default has been experienced by the BIDDER in the past five years, so indicate.

2.18.2 QUALIFICATIONS

1. EXPERIENCE (SCORED)

- A. Describe services provided by the BIDDER that indicate the individual or firm's ability to provide the services described in this RFQQ.
- B. Describe the individual or firm's recent experience with Collective Impact initiatives.

2. STAFFING (SCORED)

- A. Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors.
- B. 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.
- C. List any sub-BIDDERS 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.

D. In the application, please address the following qualifications:

Have a Master's degree or higher in Public Health, Health Education, Health Administration, Community Health, Business Administration, Communications, Social Work, Early Childhood Education, Organizational Psychology or a closely allied field highly desirable and have at least five or more years of experience in:

- a. Strategic leadership and planning;
- b. Public and private stakeholder engagement;
- c. Resource development and fundraising; and
- d. Meeting facilitation.

E. Competencies Desired

A Visionary and Compassionate Leader with a Passion for Making Life Better for Children in the Essentials for Childhood initiative will demonstrate:

a. Influencing skills to gain broad support across sectors

The ideal candidate should be a strong communicator who is able to build trusting relationships, articulate the nature of the work across sectors, identify opportunities for deepening collaboration, perform negotiation and conflict resolution, and demonstrate inclusiveness within multi-sector work.

b. Leadership in promoting equity

The ideal candidate will have a strong understanding of root causes of inequity, bringing an equity lens and cultural humility to all areas of discussion and decisions.

c. Constituency building skills

The candidate will have a track record of successful collaboration with a diverse group of stakeholders and will have the ability to build on strong relationships with key stakeholders in WA State.

d. Strong meeting/process facilitation to achieve maximum impact

The ideal candidate will be a strong facilitator with the ability to prepare for and conduct group meetings, engage all members in discussion and redirect conversation when necessary.

e. Public Health/Early Learning Expertise

The ideal candidate will have knowledge in the fields of public health and early learning including theoretical frameworks, constituents, approaches, service landscape and funding.

3. REFERENCES (MANDATORY)

List names, addresses, telephone numbers, fax numbers and e-mail addresses of three business references for whom work has been accomplished and briefly describe the type of service provided for them. The BIDDER must grant permission to the AGENCY to contact the references and others who may have pertinent information. Do not include current AGENCY staff as references. The AGENCY may evaluate references at the AGENCY's discretion.

4. 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 individual or firm and/or women-owned individual or firm(s) will be participating on this project.

2.19 QUOTATIONS SECTION

2.19.1 IDENTIFICATION OF COSTS (SCORED)

The Executive Director will be working cross sector to implement the Collective Impact project including some travel. Services are expected to include, but are not limited to:

- Weekly communication with the Backbone Team members, including face to face meetings in Olympia at least 2 times per month.
- Coordination and engagement of co-chairs of the EfC Steering Committee and communication with Steering Committee members to support strategic efforts.
- Meeting with Management Team on a monthly basis (Olympia or by phone).
- Planning and facilitation of the Steering Committee on a quarterly basis typically in Western Washington.
- Meetings to cultivate partners, link with other WA State initiatives, respond to requests of funders, or engage stakeholders as needed.
- Speak and make presentations at meetings and conferences in Washington to raise awareness about EfC goals as needed.

The Quotations section (see example below) must list all hourly rates in U.S. dollars for services anticipated under the proposed contract for proposed staffing. The hourly rates are to represent fully weighted costs with a description of what the hourly rates include.

Provide an estimate of overall hours proposed for the project period with a minimum of 25 hours a week of direct time engaged in project.

Specify administrative costs, subcontractor costs, applicable fees and travel costs (Airline tickets, hotels, meals, mileage, etc.) as part of the total proposed budget.

Costs for proposed subcontractors are to be broken out separately. Please note if any subcontractors are certified by the Washington State Office of Minority and Women's Business Enterprises.

Example:

Cost	Price Bid
Per Hour Rate	
Cost Per Hour	\$
Cost Per Hour, Per Week	\$

Administrative Costs	
Administrative Cost: Provide a detailed narrative of the administrative cost and what all are included in the administrative rate.	\$
Sub-Contractor Costs	
By Subcontractor (must be broken down by all sub-contractors proposed)	\$
Total Subcontractor Costs	\$
Travel Costs: Provide a detailed narrative of the travel costs requested. Please keep in mind travel costs reimbursed will be per OFM (Office of Financial Management) Reimbursement Rates	\$
Applicable Costs/Fees: Provide a detailed narrative of these costs.	\$

BIDDERS are required to collect and pay Washington State taxes as applicable.

The evaluation process is designed to award this procurement not necessarily to the BIDDER of least cost, but rather to the BIDDER whose bid best meets the requirements of this RFQQ. BIDDERS are encouraged, however, to submit bids which are consistent with state government efforts to conserve state resources.

2.19.2 COMPUTATION

The score for the cost bid will be computed by dividing the lowest average hourly rate received by the BIDDER's average hourly rate. Then the resultant number will be multiplied by the maximum possible points for the cost section.

3 EVALUATION AND CONTRACT AWARD

3.1 EVALUATION PROCEDURE

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

AGENCY, at its sole discretion, may also elect to select the top-scoring individual or firms as finalists for an oral presentation.

3.2 CLARIFICATION OF BID

The RFQQ Coordinator may contact the BIDDER for clarification of any portion of the BIDDER's bid.

3.3 EVALUATION WEIGHTING AND SCORING

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

Qualifications Section – approx. 85%	<u>170 points</u>
Individual or firm Experience.....85 points (maximum)	
Staff Qualifications.....85 points (maximum)	
Quotation Section – approx. 25%	<u>40 Points</u>
Total	<u>210 Points</u>
Presentation (Top Bidders)	<u>170 Points</u>
Grand Total	<u>380 Points</u>

3.4 ORAL PRESENTATIONS MAY BE REQUIRED

Oral presentations or interviews for top bidder, if considered necessary by the AGENCY, may be utilized in selecting the winning bid. The AGENCY, at its sole discretion, may elect to select the top-scoring BIDDER(s) from the written evaluation for an oral presentation and contact the top-scoring BIDDER(s) to schedule a date, time and location for an oral presentation. Commitments made by the BIDDER at the oral interview, if any, will be considered binding.

The score from the oral presentation will be added to the written score to determine the Apparently Successful Bidder.

3.5 NOTIFICATION TO BIDDERS

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

3.6 DEBRIEFING OF UNSUCCESSFUL BIDDERS

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

Discussion will be limited to a critique of the requesting BIDDER's bid. Comparisons between bids or evaluations of the other bids will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of 30 minutes.

3.7 PROTEST PROCEDURE

3.7.1 Procedure

This protest procedure is available to BIDDERS who submitted a Response to this solicitation and have received a debriefing conference. Protests are made to the AGENCY after the AGENCY has announced the apparent successful BIDDER (the "ASV"). BIDDER protests shall be received, in writing, by the AGENCY within five (5) Business Days after the BIDDER debriefing conference.

3.7.2 Grounds for protest are:

- A. State Arithmetic errors were made in computing the score;
 - B. The AGENCY failed to follow procedures established in the solicitation document or applicable state or federal laws or regulations; or
 - C. There was bias, Discrimination or conflict of interest on the part of an evaluator.
- Protests not based on these criteria will not be considered.

3.7.3 Format and Content:

BIDDERS making a protest shall include in their written protest to the AGENCY all facts and arguments upon which the BIDDER relies. BIDDERS shall, at a minimum, provide:

- A. Information about the protesting BIDDER; name of individual or firm, mailing address, phone number and name of individual responsible for submission of the protest;
- B. Information about the acquisition; the AGENCY, and acquisition method;
- C. A specific and complete statement of the AGENCY's action(s) being protested;
- D. A specific reference to the grounds for the protest; and
- E. A description of the relief or corrective action requested.

3.7.4 The Review Process:

Upon receipt of a BIDDER's protest, the AGENCY will:

- A. Postpone signing a Contract with the ASB until the BIDDER protest has been resolved.
- B. Perform an objective review of the protest, by individuals not involved in the acquisition process being protested. The review shall be based on the written protest material submitted by the BIDDER and all other relevant facts known to the AGENCY.
- C. Render a written decision to the BIDDER within five (5) Business Days after receipt of the BIDDER protest, unless more time is needed. The protesting BIDDER shall be notified if additional time is necessary.

3.7.5 The AGENCY Determination:

The final determination shall:

- A. Find the protest lacking in merit and uphold the AGENCY's action;
- B. Find only technical or harmless errors in the AGENCY's acquisition process conduct, determine the AGENCY to be in substantial compliance, and reject the protest;
- C. Find merit in the protest and provide the AGENCY with options that may include:
 - I. Correct errors and reevaluate all bids; or
 - II. Reissue the solicitation document; or
 - III. Make other findings and determine other courses of action as appropriate.
 - IV. Not require the AGENCY to award the Contract to the protesting party or any other BIDDER, regardless of the outcome.
- D. The protest decision is final and not subject to appeal. If the protesting bidder does not accept the agency protest decision, the bidder may seek relief in Superior Court.

4 RFQQ ATTACHMENTS AND EXHIBITS

- Attachment A – Essentials for Childhood
- Attachment B - Structure
- Exhibit A Certifications and Assurances
- Exhibit B Personal Service Contract Sample including General Terms and Conditions (GT&Cs)

EXHIBIT A

Certifications and Assurances

1. I/we make the following certifications and assurances as a required element of the bid to which it is attached, understanding that the truthfulness of the facts a individual or firm 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 bid are true and correct.
3. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single bid.
4. The attached bid is a individual or firm offer for a period of 60 days following receipt, and it may be accepted by the AGENCY without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
5. In preparing this bid, 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 bid or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
6. I/we understand that the AGENCY will not reimburse me/us for any costs incurred in the preparation of this bid. All bids become the property of the AGENCY, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this bid.
7. Unless otherwise required by law, the prices and/or cost data that have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
8. I/we agree that submission of the attached bid constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
9. No attempt has been made or will be made by the Proposer to induce any other person or individual or firm to submit or not to submit a bid for the purpose of restricting competition.
10. I/we grant the AGENCY 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.

On behalf of the BIDDER submitting this bid, my name below attests to the accuracy of the above statements.

Include a scanned signature of this form with our electronic proposal.

Signature of Proposer

Title

Date

EXHIBIT B

1. 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 DEL.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the Contractor shall provide access to data generated under this Contract to DEL, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes, but is not limited to, access to all information that supports the findings, conclusions and recommendations of the Contractor's reports, including computer models and methodology for those models.

3. 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.

4. ASSIGNMENT

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

5. ATTORNEY FEES

In the event of litigation or other action brought to enforce this Contract, each party agrees to bear its own attorney fees and costs.

6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND INELIGIBILITY

If federal funds are the basis for this Agreement, the Contractor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, or voluntarily excluded from participation in transactions by any federal department or agency. The Contractor further certifies that they will ensure that potential subcontractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and sub-awards to subrecipients for any amount. The Contractor may do so by obtaining a certification statement from the potential subcontractor or subrecipient or by checking the "List of Parties Excluded from Federal Procurement and Non-Procurement Programs" provided on-line by the General Services Administration.

7. COMPLIANCE WITH LAWS

The Contractor agrees that all activity pursuant to this Contract will be in accordance with all applicable current federal, state and local laws, rules, and regulations, including but not limited to all applicable non-discrimination laws and, if applicable, Chapter 42.56 RCW (the Public Records Act), 5 U.S.C. 522 (the Freedom of Information Act), and Chapter 40.14 RCW (Records Retention Act).

8. CONFIDENTIALITY OF DEL INFORMATION

The Contractor shall not use or disclose any information about DEL that may be classified as confidential for any purpose not directly connected with the Contractor's activities under this Contract except with the prior written consent of DEL or as required by law.

9. CONFIDENTIALITY OF PERSONAL INFORMATION

- 9.1. The Contractor shall protect all Personal Information collected, used, or acquired in connection with this Contract against loss and against unauthorized use, release, disclosure, publishing, modification, transfer, or sale.
- 9.2. "Personal Information" means information identifiable to any natural person, including but not limited to information that relates to the person's name, health, medical or mental health treatment, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers or other identifying numbers, drivers license numbers, and any financial identifiers.
- 9.3. To safeguard the confidentiality of all Personal Information the Contractor must:
 - 9.3.1. Ensure that the Contractors' directors, officers, employees, or agents (collectively "Staff") and Subcontractors use Personal Information solely for the purposes of this Contract.
 - 9.3.2. Limit access to Personal Information to Staff and Subcontractors requiring access for performance of their assigned duties.
 - 9.3.3. Notify Staff, and Subcontractors in accordance with Section 35, of the requirements of this Section 9.
 - 9.3.4. Ensure Personal Information is not used, released, disclosed, published, modified, transferred, sold, or otherwise made known to unauthorized persons without the prior written consent of the individual named or as provided by law.
 - 9.3.5. Ensure that Personal Information is protected from loss and from unauthorized physical or electronic access.
 - 9.3.6. Destroy all Personal Information so that it cannot be accessed by unauthorized individuals and cannot be recovered when the Personal Information is no longer used for providing services under this Contract, and retention is no longer required by Section 30.
 - 9.3.7. Immediately notify DEL of any potential, suspected, attempted or actual violation of this Section 9, including but not limited to breaches of security, compromised data, or compromised login IDs or passwords, by contacting DEL's Network Administrator, at (360) 440-4540 or via e-mail at help.desk@del.wa.gov.
 - 9.3.8. Any breach of this Section 9 may at DEL's discretion, and in addition to all other rights and remedies available to DEL, result in: (1) termination of the Contract, (2) a requirement that the Contractor return to DEL all Personal Information provided to the Contractor by the State of Washington, and (3) a requirement that the Contractor destroy all Personal Information so it cannot be accessed by unauthorized individuals and cannot be recovered.

10. CONFLICT OF INTEREST

- 10.1. Notwithstanding any determination by the Executive Ethics Board or other tribunal, DEL may in its sole discretion, by written notice to the Contractor, terminate this Contract without liability if DEL finds that the Contractor's procurement of or performance under this Contract has violated the Ethics in Public Service Act, chapter 42.52 RCW, or any similar statute.
- 10.2. In the event this Contract is terminated as provided above, DEL 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 DEL provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

11. CONFORMANCE

If any provision of this Contract violates any applicable federal or Washington statute, regulation, or rule of law, that provision is considered modified to conform to that statute, regulation, or rule of law.

12. CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be the contact person for all communications regarding the performance of the Contract, unless otherwise stated herein. The Contract Managers are the individuals identified under "Contractor Contract Manager" and "DEL Program Contract Manager" on the cover sheet of this Contract.

13. COPYRIGHT PROVISIONS

- 13.1. Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by DEL. DEL shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in the Materials, including all intellectual property rights, to DEL effective from the moment of creation of such Materials.
- 13.2. "Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.
- 13.3. For Materials that are delivered under the Contract, but that incorporate pre-existing Materials not produced under the Contract, the Contractor hereby grants to DEL a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, or otherwise use such Materials. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to DEL.
- 13.4. The Contractor shall exert all reasonable effort to advise DEL, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such Materials that was not produced in the performance of this Contract.
- 13.5. The Contractor shall provide DEL with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. DEL shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

14. DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

15. DISPUTES

- 15.1. Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the DEL Director or the Director's delegate authorized in writing to act on the Director's behalf ("the Director").
- 15.2. The request for a dispute hearing must:
- 15.2.1. Be in writing;
 - 15.2.2. State the disputed issue(s);
 - 15.2.3. State the relative positions of the parties;
 - 15.2.4. State the Contractor's name, address, and contract number; and
 - 15.2.5. Be mailed to the Director and the other party's (respondent's) Contract Manager within three (3) business days after the parties agree that they cannot resolve the dispute.

- 15.3. The respondent shall send a written answer to both the Director and the requester within five (5) business days of receiving the requesting party's statement.
- 15.4. The Director shall review the written statements and reply in writing to both parties within ten (10) business days. The Director may extend this period if necessary by notifying the parties in writing.
- 15.5. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.
- 15.6. Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternative dispute resolution method in addition to, or in lieu of, the dispute resolution procedure outlined above.

16. DUPLICATE PAYMENT

DEL shall not pay the Contractor if the Contractor has charged or will charge the State of Washington, or any other party under any other contract or agreement, for the same services or expenses.

17. ENTIRE AGREEMENT

This Contract, including referenced exhibits, 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 or to bind any of the parties to this Contract.

18. FEDERAL FUNDING REQUIREMENTS

- 18.1. If this Contract is funded, in whole or in part, with federal funds, the Contractor makes the assurances and certifications and agrees to the terms and conditions contained in Attachment 1 Federal Certifications and Assurances, attached and incorporated herein as though set forth in full.
- 18.2. **Covenant Against Contingent Fees.** If this Contract is funded, in whole or in part, with federal funds, the Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for securing business. DEL shall have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.
- 18.3. **Single Audit Requirements.** If the Contractor is a subrecipient of federal awards as defined by 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 the Contractor's records available for review or audit by officials of the federal awarding agency, the General Accounting Office, DEL, and the Washington State Auditor's Office. The Contractor shall incorporate OMB Circular A-133 audit requirements into all contracts between the Contractor and its Subcontractors who are subrecipients. The Contractor shall comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation.
- 18.4. If the Contractor expends \$500,000 or more in federal awards from any and/or all sources in any fiscal year ending after December 31, 2003, the Contractor shall procure and pay for a single or program-specific audit for that year. Upon completion of each audit, the Contractor shall submit to DEL's Contract Manager the data collection form and reporting package specified in OMB Circular A-133, and any reports required by the program-specific audit guide (if applicable).

19. GOVERNING LAW

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

20. INDEMNIFICATION

- 20.1. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the State of Washington and its agencies, officers, employees, and agents, from and against all claims for injuries or death arising out of or resulting from the performance of the Contract.
- 20.2. "Claim," as used in this Contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees and costs, attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting there from.
- 20.3. The Contractor's obligations to indemnify, defend, and hold harmless includes any claim by the Contractor's agents, employees, representatives, or any Subcontractor or its employees.
- 20.4. The Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to the Contractor's or any Subcontractor's performance or failure to perform the Contract. The Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees, and officials.
- 20.5. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.

21. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not officers, employees, or agents of the State of Washington or DEL. The Contractor will neither hold itself out as nor claim to be an officer or employee of DEL or the State of Washington by reason hereof, nor will the Contractor make any claim of right, privilege, or benefit that would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

22. INDUSTRIAL INSURANCE COVERAGE

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

23. INSURANCE

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

23.2. 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 DEL within fifteen (15) days of the Contract effective date.

23.3. Liability Insurance

23.3.1. *Commercial General Liability Insurance (CGL)*: Contractor shall maintain general liability insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the general aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance shall be written on ISO occurrence from CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition.

23.3.1.1. Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

23.3.2. *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.

23.4. Employers Liability ("Stop Gap") Insurance

23.4.1. In addition, the Contractor shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

23.5. Additional Provisions

Above insurance policy shall include the following provisions:

23.5.1. Additional Insured. The Department of Early Learning, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the state.

23.5.2. Cancellation. The Department of Early Learning shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer shall give the state 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the state shall be given 10 days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The state shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the state shall be given 10 days advance notice of cancellation.

23.5.3. Identification. Policy must reference the state's Contract number and the agency name.

23.5.4. Insurance Carrier Rating. All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by DEL, the risk manager for the state of Washington, before the Contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

23.5.5. Excess Coverage. By requiring insurance herein, the state does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the state in this Contract.

24. 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.

25. LIMITATION OF AUTHORITY

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

26. MONITORING

26.1. DEL has the right to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide a right of access to its facilities to DEL, personnel authorized by DEL, or to any other authorized agent or official of the State of Washington or the federal government at all reasonable times in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

26.2. Monitoring activities may include, but are not limited to:

26.2.1. Review of deliverables listed in Exhibit A Statement of Work.

26.2.2. Intensive on-site program reviews to monitor Contract compliance, scheduled in advance with the Contractor.

26.2.3. Site visits to review records, observe implementation of services or follow up on compliance issues. These visits may be unannounced.

26.2.4. Review of the Contractor's compliance with Section 9 Confidentiality of Personal Information.

27. ORDER OF PRECEDENCE

In the event of an inconsistency in the terms of this Contract, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

27.1. Applicable Federal statutes, regulations, and attachment 1;

27.2. Applicable State of Washington statutes and regulations;

27.3. Terms and Conditions as contained in this basic Contract instrument but not contained in exhibit A, exhibit B, or exhibit C of this Contract;

27.4. Exhibit C: General Terms And Conditions;

27.5. Exhibit B: Budget; and

27.6. Exhibit A: Statement of Work.

28. PUBLICITY AND PUBLICATIONS

28.1. The Contractor agrees to submit to DEL all advertising and publicity matters relating to this Contract in which the State of Washington or DEL's name, state seal or logo is mentioned or used or language is used from which a connection with the State of Washington or DEL may, in DEL's judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of DEL.

28.2. All publications funded, in whole or in part, under this Contract will use the DEL logo and will acknowledge credit as either providing "funding in partnership with" or "funded by" DEL. The full-color or black-and-white DEL logo, provided by the DEL Contract Manager, shall appear in its entirety, without modification.

29. RECORDS MAINTENANCE

29.1. 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 that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract (collectively "Records").

29.2. The Contractor shall retain such Records for a period of six (6) 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, copying, review, or audit by DEL, personnel duly authorized by DEL, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or agreement.

29.3. 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 finally resolved.

30. REGISTRATION WITH DEPARTMENT OF REVENUE

The Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.

31. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, DEL may terminate the Contract under the "Termination for Convenience" clause without the ten (10) day notice requirement, subject to renegotiation at DEL's discretion under those new funding limitations and conditions.

32. 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.

33. SITE SECURITY

While on DEL premises, Contractor, its agents, employees, or Subcontractors shall conform in all respects with physical, fire, or other security policies or regulations.

34. SUBCONTRACTING

34.1. Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written approval of DEL. All subcontracts must be in writing and in effect before Subcontractor services begin. "Subcontractor" shall mean one who is not employed by the Contractor, but who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "Subcontractor" and "Subcontractors" mean Subcontractors in any tier. In no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to DEL for any breach in the performance of the Contractor's duties. The Contractor is responsible to DEL for the performance and monitoring of the Subcontractor to ensure compliance with the terms, conditions, assurances, and certifications of this Contract. This clause does not include contracts of employment between the Contractor and personnel assigned to work under this Contract.

34.2. Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances, and certifications set forth in this Contract are carried forward to any subcontracts.

35. TAXES

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

36. TERMINATION FOR CAUSE

36.1. In the event DEL determines the Contractor is in default, DEL has the right to immediately suspend or terminate this Contract. Before suspending or terminating the Contract, the DEL may, in DEL's sole discretion, elect to notify the Contractor in writing of the need to take corrective action and offer the Contractor the opportunity to take corrective action before the Contract is suspended or terminated.

36.2. In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law, including but not limited to any cost difference between the original Contract and the replacement or cover contract and all administrative costs directly related to the replacement contract (e.g., cost of the competitive bidding, mailing, advertising, and staff time). DEL may also declare the Contractor ineligible for further contracts with DEL.

36.3. DEL reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of any alleged breach, or during any pending corrective action by the Contractor or pending a decision by DEL to terminate the Contract.

36.4. If it is later determined that: (1) the Contractor was not in default; or (2) the Contractor's failure to perform was outside of the Contractor's control, fault, or negligence, the termination shall be considered a Termination for Convenience.

36.5. The rights and remedies of DEL provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

37. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, when, at the sole discretion of DEL, it is in the best interest of the State, DEL may terminate this Contract, in whole or in part, by giving the Contractor ten (10) days written notice. Termination becomes effective ten (10) calendar days from the second day after mailing the notice. If this Contract is so terminated, DEL shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

38. TERMINATION PROCEDURES

38.1. Upon termination of this Contract, DEL, in addition to any other rights provided in this Contract, may require the Contractor to deliver to DEL any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

38.2. DEL shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by DEL and the amount agreed upon by the Contractor and DEL for (i) completed work and services for which no separate price is stated; (ii) partially completed work and services; (iii) other property or services that are accepted by DEL; and (iv) the protection and preservation of property, unless the termination is for default, in which case DEL shall determine the extent of the liability of DEL.

- 38.3. DEL may withhold from any amounts due the Contractor such sum as DEL determines to be necessary to protect DEL against potential loss or liability. The rights and remedies of DEL provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- 38.4. After receipt of a notice of termination, and except as otherwise directed by DEL, the Contractor shall:
- 38.4.1. Stop work under the Contract on the date, and to the extent specified, in the notice;
 - 38.4.2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
 - 38.4.3. Assign to DEL, in the manner, at the times, and to the extent directed by DEL, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case DEL has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
 - 38.4.4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of DEL to the extent DEL may require, which approval or ratification shall be final for all the purposes of this clause;
 - 38.4.5. Transfer title to DEL and deliver in the manner, at the times, and to the extent directed by DEL any property which, if the Contract had been completed, would have been required to be furnished to DEL;
 - 38.4.6. Complete performance of such part of the work as shall not have been terminated by DEL; and
 - 38.4.7. Take such action as may be necessary, or as DEL may direct, for the protection and preservation of the property related to this Contract, which is in the possession of the Contractor and in which DEL has or may acquire an interest.

39. TREATMENT OF ASSETS

- 39.1. Title to all property furnished by DEL shall remain in DEL. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in DEL upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in DEL upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by DEL in whole or in part, whichever first occurs.
- 39.2. Any property of DEL furnished to the Contractor shall, unless otherwise provided herein or approved by DEL, be used only for the performance of this Contract.
- 39.3. The Contractor shall be responsible for any loss or damage to property of DEL that results from the negligence of the Contractor or that results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- 39.4. If any DEL property is lost, destroyed, or damaged, the Contractor shall immediately notify DEL and shall take all reasonable steps to protect the property from further damage.
- 39.5. The Contractor shall surrender to DEL all property of DEL prior to settlement upon completion, termination, or cancellation of this Contract.
- 39.6. All reference to the Contractor under this clause shall also include the Contractor's employees, agents, or Subcontractors.

40. WAIVER

Waiver of any default or breach shall not be deemed 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 an authorized representative of DEL.