

Puget Sound Educational Service District
Race to the Top-District Grant (RTTT-D)
Project 4

Request for Proposal 5800-03
Digital STEM Tools

Proposals Due:
Monday, December 2, 2013, 1 p.m. PST

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SECTION 1: RFP OVERVIEW

RFP PURPOSE

Puget Sound Educational Service District (PSESD) is acting on behalf of the seven Race to the Top District (RTTT-D) Consortium Member districts in releasing this RFP. Authorized Vendors of products are invited to provide proposals for an Optional Use contract to be considered by PSESD and the RTTT-D Consortium Member districts for the purpose of providing competitive pricing for **Digital STEM Tools** products. These products will be web-based adaptive instructional software products focused primarily on math and science. For purposes of this RFP, **Digital STEM Tools**:

- Are delivered via the internet
- Rely on the user's input at least in part to determine the order and pace of instruction deliver
- Are diagnostic and prescriptive
- Provide relevant and engaging content for students
- Provide formative and summative assessment that is easy for educators and leaders to interpret
- May or may not require teacher's intervention
- Are available in the classroom as well as outside the school day at home, community centers, and other locations

PSESD intends to procure one or more contracts on behalf of the RTTT-D Consortium Member districts to sign with the apparently successful Vendor(s).

For consideration, a Vendor may be an Original Equipment Manufacturer (OEM) or an OEM's authorized reseller or agent who is able to carry out the scope of work, post-award requirements, and the terms and conditions of the PSESD Contract. PSESD reserves the right to elect, in its sole discretion, to make multiple awards. The number of awards shall be based on the anticipated need and service, and awardees will be selected upon point totals awarded through the proposal scoring process.

FUNDING SOURCE

The source of funding for this procurement is 100% Race to the Top-District federal funds pursuant to CFDA #84.416. Funds must be used in accordance with the requirements of section 14005 and 14006 of the American Recovery and Reinvestment Act (ARRA), as authorized under P.L. 111-5, as amended by section 1832(b) of the Department of Defense and Full-Year Continuing Appropriations Act, 2011, and the Consolidated Appropriations Act of 2012 (Public Law 112-74, Division F, Title III); and applicable regulations including 34 CFR Parts 75, 77, 80 (except section 80.30(c), 81, 82, 84, 97, 98, and 99, and the Education Department debarment and suspension regulations in 2 CFR part 3485.

PURCHASERS

PSESD and the RTTT-D Consortium Member districts in the Puget Sound Region are eligible to purchase from this Optional Use contract(s). Other governmental entities could potentially enter into contracts with the successful Vendor(s) based on the same terms and conditions, through Interlocal Cooperative Purchasing provisions.

COOPERATIVE PURCHASING

The Washington State Interlocal Cooperation Act, RCW 39.34 provides that other governmental agencies may purchase goods and services based on the award of this RFP if all parties are agreeable. Each public agency shall formulate a separate contract with the Vendor incorporating the terms and prices of the contract with PSESD.

CONTRACT TERM

The initial term of the contract(s) to be signed with the apparently successful Vendor(s) will be through August 31, 2014, with two (2) additional one-year renewal options. The contract may be renewed for additional periods of time based upon Vendor performance, district satisfaction, and student outcomes. Such renewals will require the mutual consent of PSESD and the participating Vendor(s) and will be in the form of a signed amendment.

BACKGROUND

The Auburn, Federal Way, Highline, Kent, Renton, Seattle and Tukwila school districts competed together for the federal funding in the fall of 2012 as the "Road Map District Consortium." The name is a reference to the districts' participation in the Road Map Project, a collaborative effort to dramatically improve education in South Seattle and South King County.

The districts' 320-page plan was among 16 winners selected from nearly 400 applications, the U.S. Department of Education said in December 2012. The PSESD region was one of only two applicants to win the maximum award of \$40 million. The Puget Sound Educational Service District (PSESD) is responsible for managing the grant's implementation and function as the fiscal agent.

The winning plan covers 261 schools and 150,000 students, including 36,000 high-need children. The districts are using the grant to implement the following plans in an effort to help students "Start Strong," be "STEM Strong" and "Stay Strong".

Project 4 is one of eight Race to the Top Projects. This project supports our partner districts and community organizations as they seek to improve STEM learning in 63 high-need elementary and middle schools through the use of digital instructional resources. The program will equip schools with access to adaptive learning software, hardware, and professional development to integrate these resources into their instructional practices. Implementation will take place in phases, with four separate cohorts of schools and their community organizations launching over the next three and a half years. The first cohort will begin in spring of 2014.

SECTION 2: RFP STANDARD INFORMATION

CALENDAR OF EVENTS

The dates listed below represent the projected procurement schedule. PSESD reserves the right to change the schedule. Notification of amendments to the procurement schedule prior to RFP opening, will be sent via e-mail to Proposers with a Letter of Intent on file and will also be made available on the government WEBS page at <http://www.ga.wa.gov/webs/> up until the RFP submission deadline.

Event	Date
RFP Issue Date	October 31, 2013
Bidder's Conference <i>PSESD will host an online meeting to discuss the RFP and answer questions from potential bidders. To register go to https://www2.gotomeeting.com/register/493097730</i>	November 4, 2013, 10 am
Last Day to Submit Questions <i>All questions must be submitted by email to noldenburg@psesd.org</i>	November 26, 2013
Optional Letter of Intent	November 26, 2013
Deadline for Proposal Submission <i>All sealed Proposals are due to PSESD by this date and time to qualify for evaluation. There are no exceptions.</i>	December 2, 2013, 1 pm PST
Public Proposal Opening <i>The RTTT-D Consortium Member districts and qualified Vendors may attend the sealed RFP opening, in which the names of the Vendors are read aloud and recorded. The Proposal opening will be conducted at: Puget Sound ESD; 800 Oakesdale Ave SW; Renton, WA 98057</i>	December 2, 2013, 1 pm PST
Proposal Evaluation	December 2 - 6, 2013
Demonstrations <i>Proposers of responsive bids may be asked to give a 30-45 min. demonstration either in person or via webinar.</i>	December 4-5, 2013
Approval of Awards by Executive Committee	December 18, 2013
Notification of Contract Awardee(s)	December 31, 2013
Last Day to File a Protest	January 8, 2014
Post-Award Conference	January 9, 2014

RFP CHECKLIST

In order to be considered responsive, Vendors must include, at a minimum, all mandatory components in their RFP response. The list below is provided in order to assist Vendors in assembling a compliant response—it is neither authoritative nor exhaustive and Vendors are advised to carefully read and respond to the entire RFP. Failure to include or properly document any Mandatory or Mandatory Scored requirement will be grounds for disqualification. Vendors are required to fully comply with all requirements stated in the RFP.

These items should be included in your response:

Three (3) 3-ring binders including an electronic copy in the form of a CD or USB Flash Drive containing the documents below, as more fully described in the Section 4: RFP Format and Submission.

X	Tab #	Mandatory	Mandatory Scored
Tab 1: Vendor Information			
	Appendix A: Certifications and Assurances	X	
	Appendix B: Proposal Exception Form		
	Exhibit A: Vendor Contact Info	X	
	Exhibit B: Additional Resellers	X	
Tab 2: Product Features			
	Appendix C: Specifications Checklist and Solution Narrative		X
Tab 3: Pricing Proposal			
	Exhibit C: Pricing		X
	Appendix D: Pricing Narrative		X
Tab 4: Vendor Qualifications			
	Appendix E: Company Profile and Experience		X
	Appendix E: Contract Implementation		X
	Appendix E: Authorization Letter		X
Tab 5: References			
	Appendix F: References		X

SECTION 3: RFP REQUIREMENTS

LETTER OF INTENT

Vendors may register in advance through an electronic “**Letter of Intent to Respond**” to the RFP Coordinator, **Nola Oldenburg**, at noldenburg@psed.org by the date specified on Calendar of Events. The Letter of Intent shall include contact name, mailing address, e-mail address, Fax, and telephone contact information. Vendors responding with a Letter of Intent will be added to the list of potential respondents and will receive any addenda and Q&A by e-mail as soon as they become available.

REVIEW RFP

Vendors should carefully review the instructions, requirements, specifications, contract, and contract general terms and conditions set out in this RFP and promptly notify the RFP coordinator identified above in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFP. This should include any terms or requirements within the RFP that either preclude the Vendor from responding to the RFP or add unnecessary cost. This notification must be accompanied by an explanation and suggested modification and be received by the deadline for receipt of written or e-mailed inquiries set forth in the Calendar of Events. PSESD will make any final determination of changes to the RFP.

POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until a Vendor(s) is selected and the selection is announced by the RFP coordinator, Vendors are not allowed to communicate with any PSESD staff or RTTT-D Consortium Member district staff regarding this procurement, except at the direction of Nola Oldenburg, the RFP Coordinator in charge of the solicitation. Any oral communications shall be considered unofficial and non-binding on PSESD. Vendors should rely only on written statements issued by the RFP Coordinator. Responses to verbal requests for information or clarification shall be considered unofficial until confirmed in written Addenda. Contact information for the single point of contact:

RFP Coordinator: Nola Oldenburg
Puget Sound Educational Service District
800 Oakesdale Ave. SW
Renton, WA 98057
Phone: (425) 917-7783
E-mail: noldenburg@psed.org

QUESTIONS AND RESPONSES

Vendors with questions or requiring clarification or interpretation of any section within this RFP must address these questions in writing or via e-mail to the RFP coordinator referenced above on or before the date specified on Calendar of Events. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered. PSESD will provide an official written response in the form of a Q&A posting by the date specified on Calendar of Events to all questions received by the deadline. PSESD's response will be by formal written Q&A addendum that will be sent via e-mail to Vendors with a Letter of Intent on file and will also be made

available on the government WEBS page at <http://www.ga.wa.gov/webs/> up until the RFP submission deadline.

VENDOR EXCEPTIONS

PSESD desires to award this RFP to a Vendor or Vendors with whom there is a high probability of establishing a mutually agreeable contract, substantially within the contract general terms and conditions of the Standard Contract . As such, Vendors whose proposals, in the sole opinion of PSESD, reflect a substantial number of material exceptions to this RFP, may place themselves at a comparative disadvantage in the evaluation process or risk disqualification of their proposals.

RIGHT TO REJECT

Subject to the provisions of RCW 43.19.1911, PSESD reserves the right to reject any or all proposals, including those with exceptions, prior to and at any time during negotiations, to reject a proposal that is in any way incomplete or irregular, accept any portion of the items proposed unless the proposer stipulates all or nothing in the proposal, and to waive any informality or irregularity in any proposal received. In award of the contract, any and all factors and information that have a bearing on the selection of a Vendor may be considered.

PSESD reserves the right to cancel or reissue all or part of the RFP at any time as allowed by law without obligation or liability.

ACCEPTANCE OF CONTRACT AND CONTRACT GENERAL TERMS AND CONDITIONS

By submitting a response to this RFP, Vendor agrees to acceptance of the contract general terms and conditions and contract as set out in Sections 7 and 8 of this RFP.

To be responsive, Vendors must indicate a willingness to enter into a Contract substantially the same as the Contract in Section 7 by signing the Certifications and Assurances located in Appendix A. Any specific areas of dispute with the attached terms and conditions must be identified in the Response and may, at the sole discretion of PSESD, be grounds for disqualification from further consideration in the award of a Contract.

Under no circumstances is a Vendor to submit their own standard contract terms and conditions as a response to this solicitation. Instead, Vendor must review and identify the language in Sections 7 and 8 that Vendor finds problematic, state the issue, and propose the language or contract modification Vendor is requesting. All of Vendor's exceptions to the Contract Terms and Conditions must be submitted within the response, in Tab 1: Vendor Information. PSESD expects the final Contract signed by the Vendor to be substantially the same as the contract located in Section 7.

UNDERSTANDING OF SPECIFICATIONS AND REQUIREMENTS

By submitting a response to this RFP, Vendor agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

VENDOR'S SIGNATURE

The proposals must be signed in ink by an individual authorized to legally bind the business submitting the proposal. The Vendor's signature on a proposal in response to this RFP guarantees that the offer has been established without collusion.

LATE PROPOSALS

Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Vendor's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

SECTION 4: PROPOSAL FORMAT AND SUBMISSION

IDENTIFICATION AND DELIVERY

To facilitate proper delivery and processing, Responses must be delivered in sealed envelopes, boxes or other method of containment. Sealed Responses are to be clearly identified on the outside of the package with the following information at the address below:

- **Proposer's Name and Address**
- **RFP #5800-03**

Puget Sound Educational Service District
Attn: Nola Oldenburg, RFP Coordinator
800 Oakesdale Avenue SW
Renton, WA 98057

PSESD assumes no responsibility for unmarked or improperly marked envelopes. Sealed responses must be received by the date and time specified on the Calendar of Events.

An electronic copy of the proposal must be included with the hard copy submission. The electronic copy may be in the form of a CD or USB Flash Drive affixed to the proposal containing all documents submitted in the proposal. Although the electronic version can be in PDF version, it must also be in Microsoft Word (or equivalent) format and Microsoft Excel (or equivalent) for the pricing.

FORMAT

Three (3) proposals should be submitted in 3-ring binders. Proposals are to be limited to a page size of eight and one-half by eleven inches (8.5" x 11").

A **Table of Contents** should be included with all proposal pages numbered.

The proposal sections must be organized with tabbed dividers. A "Tab", as used here, is a section separator, offset and labeled, (Example: "Tab 1, Required Documents"), such that the Evaluation Committee can easily turn to "Tabbed" sections during the evaluation process. If responsive information is also contained in other sections, Vendors should specifically reference the tabbed section and corresponding page number(s) that the information and documentation can be found. PSESD is under no obligation to look for responsive information contained in incorrect tabbed sections.

There is no intent to limit the content of the proposals. Additional information deemed appropriate by the Vendor may be included, but are required to be placed within the relevant section. A Vendor making the statement "Refer to our literature..." or "Please see www.....com" may be deemed nonresponsive or receive point deductions. Additional tabs beyond those designated in this section will not be evaluated.

The tabbed sections must be sequenced in the following manner:

TAB 1 – VENDOR INFORMATION

The Vendor must complete and return, under Tab 1, the following documents:

- Appendix A: Certifications and Assurances
- Appendix B: Proposal Exception Summary Form
- Exhibit A: Vendor Contact Info
- Exhibit B: Additional Resellers

Note: If Vendor is a sole source provider, include a sole source letter in your response.

TAB 2 – PRODUCT FEATURES

The Vendor must complete and return, under Tab 2, the following documents:

- Appendix C: Specifications Checklist and Solution Narrative

Note: Scoring on this tab will include results from a demonstration, if needed.

TAB 3 – PRICING PROPOSAL

The Vendor must complete and return, under Tab 3, the following documents as detailed in Appendix D:

- Exhibit C: Pricing
- Pricing Narrative

TAB 4 – VENDOR QUALIFICATIONS

PSESD may make such investigations as deemed necessary to determine the ability of the Vendor to provide the product and/or perform the services specified. PSESD reserves the right to reject any proposal if the evidence submitted by, or investigation of, the Vendor fails to satisfy the PSESD that the Vendor is properly qualified to carry out the obligations of the contract.

The Vendor must provide, under Tab 4, the following information, as detailed in Appendix E:

- Company profile and experience
- Contract implementation
- Authorization letter

TAB 5 – REFERENCES

The Vendor must provide, under Tab 5 as detailed in Appendix F, a minimum of three (3) references that are using products of the type proposed in this RFP. References for multi-site K-12 organizations or state-wide contracts with support requirements similar to PSESD's are strongly preferred. Additional references may be added in similar format. The references may include government or universities where the Vendor, preferably within the last three years, has provided products or services with successful implementations. In conducting reference checks, PSESD may include itself and RTTT-D Consortium Member districts as a reference if the Vendor has performed work for PSESD and/or RTTT-D Consortium Member districts, even if the Vendor did not identify PSESD and/or RTTT-D Consortium Member districts as a reference. The PSESD reserves the right to use any information or additional references deemed necessary to establish the ability of the Vendor to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

SECTION 5: REVIEW AND EVALUATION PROCESS

RECEIPT OF PROPOSALS AND PUBLIC INSPECTION

Official Proposal Opening. All proposals received will be publicly opened by PSESD or its authorized representative at PSESD's principle place of business, 800 Oakesdale Ave. SW • Renton, WA 98057. A Vendor may modify or withdraw its proposal by written or email request, provided that the request is received by PSESD prior to the response opening. Following withdrawal of its response, a Vendor may submit a new proposal, provided that such new proposal is received by PSESD prior to the response opening. Proposals cannot be withdrawn for a period of sixty (60) days after the official opening of the responses.

Proprietary Information/Public Disclosure. Proposals and any accompanying documentation submitted in response to this competitive procurement shall become the property of the PSESD.

All proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed by the Superintendent of the Puget Sound Educational Service District and the apparent successful Vendor; thereafter, the proposals shall be deemed public records as defined in RCW 42.56.

Any information in the proposal that the Vendor 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 Vendor is making the claim. Each page claimed to be exempt from disclosure must be identified by the word "Confidential" printed on the lower right hand corner of the page.

PSESD will consider a Vendor's request for exemption from disclosure; however, PSESD will make a decision predicated upon RCW 42.56. Marking the cost or price section or the entire proposal exempt from disclosure will **not** be honored. The Vendor must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected Vendor has been given an opportunity to seek a court injunction against the requested disclosure.

RFP Coordinator Review of Proposals. Upon opening the proposals received in response to this RFP, the RFP Coordinator in charge of the solicitation will review the proposals and separate out any information that meets the referenced exceptions, providing the following conditions have been met:

Confidential information is clearly marked and separated from the rest of the proposal.
The proposal does not contain confidential material in the cost or price section.

Information separated out under this process will be available for review only by the RFP Coordinator, the evaluator/evaluation committee members, and limited other designees. Vendors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a public records request from another party.

EVALUATION PROCEDURE

Selection and award will be based on the Vendor's proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by Vendors

outside the formal response, unless requested, will not be considered, will have no bearing on any award, and may result in the Vendor being disqualified from further consideration.

Scoring. For the purpose of evaluation, scoring and ranking, proposals have been divided into the categories below. The following reflects the maximum number of points that may be awarded by category:

Scoring Criteria		
Tab 1	Vendor Information	Pass/Fail
Tab 2	Specifications Checklist and Solution Narrative	100
Tab 3	Pricing Proposal	50
Tab 4	Vendor Qualifications	25
Tab 5	References	25
	Total Points:	200

Phase 1: Initial Determination of Responsiveness. Responses will be reviewed initially to determine on a pass/fail basis compliance with administrative requirements as specified herein.

Responses meeting the Initial Determination of Responsiveness will then be reviewed on a pass/fail basis to determine if the Response meets the Mandatory Specifications. Only Responses meeting all Mandatory Specifications will be further evaluated.

PSESD reserves the right to determine at its sole discretion whether Vendor’s Response to a mandatory requirement is sufficient to pass. If, however, all responses fail to meet any single mandatory item, PSESD will cancel the RFP and reject all Responses.

Phase 2: Review of Responsibility Requirements. An evaluator/evaluation committee will evaluate the remaining proposals to determine whether the Vendor is responsible. Proposals will be evaluated based on the following criteria:

- Compliance with stated requirements and provisions of the RFP
- Cost considerations as required in the RFP, such as all platform software and professional services necessary to fulfill minimum mandatory specifications, installation, implementation, user licensing, and training
- Respondent references
- Extent of Vendor’s experience in providing service or product to school districts
- Demonstration, if needed
- Vendor’s financial viability

Phase 3: Notification of Finalists. Finalists will be declared and notified. During this phase, any of the following activities will occur:

- Seek clarification on Vendor proposals
- Seek discussion/negotiation or a Best and Final Offer in order to award a contract. The Best and Final Offer option permits PSESD to request a best and final offer from one or more of the responsible Vendors. The proposal information of other Vendors is confidential until award and will not be revealed during negotiations.
- Request an oral presentation and/or product demonstration to clarify or further define the RFP response

Phase 4: Notification of Contract Award.

- The evaluator/evaluation committee will provide a written recommendation for contract award to the RFP Coordinator that contains the scores, justification, and rationale for the decision.
- The RFP Coordinator will review the recommendation to ensure its compliance with the RFP process and criteria before concurring in the evaluator's/evaluation committee's recommendation.
- The RTTT-D Executive Committee will vote to accept the contract.
- The contract awardee(s) will be notified.

PSESD's Rights Reserved. While the PSESD has every intention to award one or more contracts as a result of this RFP, issuance of the RFP in no way constitutes a commitment by PSESD to award and execute a contract. Upon a determination such actions would be in its best interest, PSESD, in its sole discretion, reserves the right to:

- cancel or terminate this RFP
- reject any or all proposals received in response to this RFP
- waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal
- not award if it is in the best interest of the PSESD not to proceed with contract execution

Protest Procedures. Vendors may file a letter of protest against the award. The protest must be filed with Nola Oldenburg, RFP Coordinator, by email at noldenburg@psed.org, or by U.S. mail to Puget Sound ESD, 800 Oakesdale Avenue SW, Renton, WA 98057, within seven (7) calendar days from the date of award notification. The protest must include a full and complete written statement specifying the grounds of protest and must be based on the process and/or procedures used in the review and recommendation of Proposals for awards. PSESD shall review all the information submitted with regard to the protest and render a decision regarding the protest within thirty (30) calendar days.

SECTION 6: SCOPE OF WORK

POST-AWARD CONFERENCE

Within thirty (30) days of award notification, principals on awarded contract shall meet in person or via phone with PSESD personnel to finalize contract details and discuss contract administration.

CONTRACT EXECUTION

A formal contract utilizing the Standard Contract shown in Section 7 and incorporating the Contract General Terms and Conditions in Section 8 will be drawn up. Upon the Vendor's acceptance of contract terms, the following procedure will be followed:

- RTTT-D Executive Committee will vote on whether to accept the contract
- If approved, final contract will be forwarded for signature by PSESD Superintendent
- Two original copies of the signed contract will be sent to the Vendor
- Vendor will sign both contracts; send one back to the PSESD along with the required insurance documents.
- No work may begin until a contract signed by all parties is in place and all insurance documents are received by PSESD.

ASSIGNED RESELLERS

The assigned resellers or agents identified in the Awarded Vendor's response have entered into an agreement with the Awarded Vendor which obligates the reseller or agent to comply with all the provisions of the PSESD Contract when the reseller or agent is engaged in work that is associated under the PSESD Contract. OEMs will list assigned resellers in Exhibit B: Additional Resellers.

PRICE

Throughout the entire contract term, price reductions are required if the OEM reduces the reseller's base price.

SECTION 7: MODEL CONTRACT



**Race to the Top-District (RTTT-D)
Project 4 Digital STEM Tools
CFDA 84.416**

Contract number: _____

Between

**PUGET SOUND EDUCATIONAL SERVICE DISTRICT
(Hereinafter referred to as PSESD)
800 Oakesdale Ave SW
Renton, WA 98057**

AND

**{Vendor}
(Hereinafter referred to as VENDOR)
>ADDRESS 1
>ADDRESS 2
>CITY, STATE, ZIP**

1. PURPOSE

Through this Contract, VENDOR will allow PSESD and the Race to the Top District (RTTT-D) Consortium Member Districts listed below to purchase the services/products listed in "Exhibit C" directly from the VENDOR at contracted prices, obtained through a formal RFP process.

RTTT-D Consortium Member Districts:

- Auburn School District
- Federal Way School District
- Highline School District
- Kent School District
- Renton School District
- Seattle School District
- Tukwila School District

This Contract is an "optional-use" Contract; it may be used by PSESD and Consortium Member Districts, but PSESD and Consortium Member Districts are not required to use it for their acquisitions.

2. Incorporation of Documents

The following documents are hereby incorporated by reference into this Contract:

- Exhibit A: Vendor Contact Information

- Exhibit B: Additional Resellers
- Exhibit C: Product and Pricing

3. Purchasers

PSESD and the RTTT-D Consortium Member Districts (Purchasers) are eligible to purchase from this optional-use Contract. PSESD is serving as the lead agency of this contract, pursuant to RCW 28A.310.180, and will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by RTTT-D Consortium Member Districts.

4. Duration of Contract

This Contract is in effect _____, or the date the Contract is signed by all parties, whichever is later, and will continue through August 31, 2014. At the discretion of PSESD, this Contract may be renewed for two (2) subsequent one-year periods. These renewal decisions will be based upon VENDOR performance and PSESD's requirements. Such renewals will require the mutual consent of PSESD and the VENDOR and will be in the form of a written amendment signed by both parties.

5. Products Included

This Contract covers the following products: Products listed in "Exhibit C."

6. Pricing and General Offer Conditions

Under this Contract, Purchasers will qualify for purchases through the VENDOR at or below the prices listed in "Exhibit C." These prices shall not increase during the contract term and price reductions are required if the OEM reduces the reseller's base price.

7. Order Processing

Orders will be processed in the following manner:

- a. Purchasers will submit purchase orders to the VENDOR for fulfillment.
- b. Purchase orders will reference PSESD Contract #_____ and will include the Consortium Member District's name and address of the end user responsible for holding the license.
- c. The VENDOR will invoice the customer and collect their payments. Shipping charges and Washington State sales tax will be added to the invoice, if applicable. Shipping charges shall be FOB Destination.
- d. This procedure may be modified as needed, and any such changes will be mutually agreed to in writing by the VENDOR and PSESD.

8. Incorporation of General Terms and Conditions

This Contract includes and incorporates as if fully set forth herein the GENERAL TERMS AND CONDITIONS, which are attached hereto and marked "Attachment A."

9. Contract Administration

Each party will designate a Contract Manager during the term of this Contract whose responsibility shall be to oversee the party's performance of its duties and obligations pursuant to the terms of the Contract. As of the Effective Date, PSESD's and {Vendor}'s Contract Managers are as follows:

PSESD's Contract Manager:
Conn McQuinn, Director
Puget Sound ESD
800 Oakesdale Avenue SW
Renton, WA 98057
Phone: 425-917-7929
Fax: 425-917-7901
cmcquinn@psed.org

{Vendor}'s Contract Manager:
>Name, Title
>ADDRESS 1
>ADDRESS 2
>CITY, STATE, ZIP
>PHONE
>FAX
>EMAIL

10. Terms of Contract

Each party represents that this Contract has been executed by their duly authorized representatives and will become effective on the date signed by both parties. This Contract constitutes the sole and entire Contract between the parties hereto pertaining to the subject matter hereof and supersedes all prior communications or agreements, written or oral.

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

**Puget Sound Educational
Service District**

{Vendor}

Superintendent or Designee

Name

Signed this _____ day of

Signed this _____ day of

_____, 2013

_____, 2013

SECTION 8: CONTRACT GENERAL TERMS AND CONDITIONS

The submission of a Proposal is an offer to enter into a Contract that, upon acceptance by PSESD, obligates the Vendor (and their authorized agents) to comply with the Contract General Terms and Conditions set forth below, and all the requirements in the RFP documents. If there is an inconsistency with a requirement or special condition in the RFP documents, the Terms and Conditions shall govern.

CONTRACT GENERAL TERMS AND CONDITIONS

- 1. Alterations and Amendments.** This contract may be amended only by mutual agreement of all parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
- 2. Assignment.** Neither the PSESD nor the Contractor shall assign this Contract, either in whole or in part, without the prior written consent of the other party, which shall not be unreasonably withheld. Any assignment permitted under this clause does not relieve either party from its duties or obligations under this contract.
- 3. Background Checks.** In accordance with Washington State laws, any Puget Sound ESD Contractors who will have contact with or near children are required to be fingerprinted and pass a Washington State Patrol background check before they begin work.
- 4. Certification Regarding Debarment, Suspension, and Ineligibility.** Federal funds are the basis for this contract. The Contractor certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency.
- 5. Change in Status.** In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Contractor, Contractor agrees to notify the PSESD of the change. Contractor shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.
- 6. Compliance with FERPA.** Vendor will comply with the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) and its associated implementing regulations with respect to any information received by Vendor from PSESD or any RTTT-D Consortium Member. For the avoidance of doubt, this section does not create any obligations for Vendor with respect to information that is not in Vendor's possession or control.
- 7. Confidentiality.** The Contractor acknowledges that student data, material and information which originates from this contract, and the student assessment data, material and information which will come into its possession in connection with performance under this contract, may contain confidential personally identifiable data subject to the federal Family Educational Rights and Privacy Act or other privacy laws, and is confidential data that shall not be disclosed to or used by third parties without written permission from the parent of the student whom the information pertains to or the school district that maintains the educational records the data originated from. The Contractor agrees to hold all material and information it receives related to students 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 to perform the obligations under this contract 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 re-disclosure.

8. **Disputes.** In the event that a dispute arises under this contract, the parties agree the dispute shall be submitted to a mediator in advance of litigation.
9. **Entire Agreement.** This written contract constitutes the mutual agreement of the Contractor and the PSESD in whole. No alteration or variation of the terms of this contract and no oral understandings or agreements not incorporated herein shall be binding.
10. **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 Superior Court for King County.
11. **Indemnification / Hold Harmless.** The Contractor shall defend, indemnify and hold the PSESD, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the Contractor's and/or subcontractor's performance of this contract, except for injuries and damages caused by the sole negligence of PSESD.

The Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this contract by the Contractor, their agents, representatives, employees or subcontractors.

12. **Independent Capacity.** The parties intend that an independent contractor relationship will be created by this contract. The Contractor and his/her employees or agents performing under this contract are not employees or agents of the PSESD. The Contractor will not hold himself/herself out as nor claim to be an officer or employee of the PSESD by reason hereof, nor will the Contractor make any claim or right, privilege, or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

13. **Insurance.**

- a. **Commercial General Liability.** The contractor shall provide Commercial General liability insurance written on an occurrence basis with limits no less than \$2,000,000 combined single limit per occurrence for personal injury, bodily injury and property damage. Coverage shall include, but not be limited to: blanket contractual; products/completed operations; broad form property damage; and employer's liability.
- b. **Proof of Insurance.** Certificates and or evidence satisfactory to the PSESD confirming the existence, terms and conditions of all insurance required above shall be delivered to the PSESD within five (5) days of the Contractor's receipt of a request for proof. The policy(ies) of insurance required to be maintained in accordance with this contract shall not be cancelled or given notice of non-renewal nor shall the terms and conditions thereof be altered or amended without thirty (30) days written notice being given to the PSESD.

PSESD shall be named as an additional insured on the Contractor's policies as set forth above, and **a copy of the endorsement naming PSESD as additional insured shall be attached to the Certificate of Insurance.** PSESD reserves the right to receive a certified copy of all required insurance policies.

14. **Limitations on Confidentiality.** Vendor agrees that PSESD may disclose to RTTT-D Consortium Members the prices, payment terms, and delivery terms provided in this contract for the products,

and such other terms of this contract that Vendor wishes to make available to RTTT-D Consortium Members (through PSESD). The Vendor acknowledges and agrees that PSESD' obligation to comply with any confidentiality provisions under this contract is subject to and limited by applicable law, including the Washington Public Records Act (chapter 42.56 RCW).

15. **Non-Exclusive Relationship.** The Contract is not exclusive as to the products or goods or services similar to the products. Nothing in the contract prohibits PSESD from entering into contracts with other Vendors or suppliers for the provision of the products or goods or services similar to the products in this contract.
16. **Pricing.** PSESD reserves the right to review at any time the pricing of this Contract. If pricing is found to not be the lowest possible price for PSESD and RTTT-D Consortium Members, any Contracts from this RFP process may be immediately suspended, put out to RFP, or pricing immediately adjusted to affirm this requirement.
17. **Prohibited Employees.** Vendor will prohibit any employee of Vendor from working at a school if he or she would have contact with children at a school during the course of his or her employment and if he or she has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under chapter 9A.42 RCW, the physical injury or death of a child under chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under chapter 46.61 RCW), sexual exploitation of a child under chapter 9.68A RCW, sexual offenses under chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction.
18. **Registration with Department of Revenue.** The Contractor shall be registered with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.
19. **Records, Documentation and Reports.** The Contractor shall maintain complete financial records relating to this contract and complete records documenting the services rendered under the contract, including all books, records, documents, magnetic media, receipts, invoices, and all other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.
20. **Resellers, Distributors and Agents.** The resellers, distributors or agents identified in the Awarded Vendor's Proposal that will be performing obligations that are required under the PSESD Contract on behalf of the Awarded Vendor, have been provided a copy of the PSESD RFP documents and the Awarded Vendor's Proposal, and they are familiar with the PSESD Contract requirements.

The resellers, distributors and agents identified in the Awarded Vendor's Proposal have entered into an agreement with the Vendor which obligates the resellers, distributors and agents to comply with all the provisions associated with the PSESD Contract when they are engaged in work that is associated with the PSESD Contract.

The Awarded Vendor assumes full responsibility for ensuring that its resellers, distributors and agents are in full compliance with the PSESD Contract provisions. The Awarded Vendor understands and agrees that it will be subject to the remedies that are imposed for violations of the PSESD Contract provisions, including violations that are committed by the Awarded Vendor's resellers, distributors and agents. The Awarded Vendor is responsible for its resellers, distributors and agents' performance of obligations in the PSESD Contract and is obligated to monitor its resellers, distributors, and agents.

21. **Severability.** If any provision of this contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect other provisions of this contract which

can be given effect without the invalid provision, and to this end the provisions of this contract are declared to be severable.

- 22. Subcontracting.** The Contractor shall not enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the PSESD.
- 23. Termination.** PSESD may terminate this contract for convenience at any time after the first anniversary of this contract Effective Date upon 30 days prior written notice to Vendor. PSESD may terminate this contract immediately upon notice for any failure by Vendor to comply with the terms of Section 17. Either party may terminate this contract immediately upon written notice at any time if the other party is in material breach of any material term of this contract and has failed to cure that breach within 30 days after written notice.

APPENDIX A: CERTIFICATIONS AND ASSURANCES

The undersigned makes the following certifications and assurances as a required element of the Response, to which it is attached, affirming the truthfulness of the facts declared here and acknowledging that the continuing compliance with these statements and all requirements of the RFP are conditions precedent to the award or continuation of the resulting Contract.

The undersigned acknowledges his/her authority to submit this proposal on behalf of the firm listed below and bind it to comply with these specifications, terms and conditions if any contract is awarded through this RFP process.

The undersigned certifies conformance to applicable Federal Acts, Executive Orders, Washington Revised Statutes, Washington Administrative Rules, and Washington Regulations concerning public contracts, and that this proposal is made without connection with any person, firm or corporation making a proposal for the same goods or services, and is in all respects fair and without collusion or fraud.

The undersigned certifies that neither they nor their principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency.

Legal name of firm or corporation _____

Signature of authorized Vendor representative

Printed name of representative

Title of Vendor representative

Date signed

Legal address of Vendor

Email address of Vendor representative

Phone

Fax

Federal Tax Identifier of Vendor: _____

Washington State UBI Number: _____

DUNS Number: _____

APPENDIX B: PROPOSAL EXCEPTION SUMMARY FORM

List and clearly explain any exceptions in the contract or terms and conditions in the table below. Complete if you are taking exceptions. If you are NOT taking exceptions, you may include this form and type-in or handwrite "No Exceptions." If your submission does not contain this form/file, it will be assumed that you are taking NO exceptions.

PSESD RFP Reference	Vendor Proposed Language Revision	Reasoning
(Reference specific point to which exception is taken)	(Complete wording)	(Rationale for taking an exception)
1.		
2.		
3.		
4.		
5.		
6.		
7.		

APPENDIX C: SPECIFICATIONS CHECKLIST AND SOLUTION NARRATIVE

REQUIREMENTS CHECKLIST

Indicate YES or NO regarding the existing capability of each feature. Then complete the corresponding **Solution Narrative**. Include both in **TAB 2 – PRODUCT FEATURES**.

Requirement	Yes	No
Support		
1. Technical Support includes (but is not limited to) toll-free telephone assistance and free email/chat support during Pacific Time normal business hours.		
Application Features		
1. Includes formative and summative assessments that identify individual student skill gaps		
2. Produces formative and summative progress and participation reports for teachers, administrators, parents, and other authorized adults.		
3. Provides for individualized instructional experiences based on pre-assessments and embedded formative assessment.		
4. Provides students at wide ranges of skill levels with interactive math and/or science learning activities.		
5. Provides individual logins.		
6. Content is aligned to Common Core and/or Next Generation Science Standards.		
7. Provides accommodation for special needs students.		
8. Provides accommodation for ELL students.		
9. Accessible outside of school (home, library, community center).		
10. Student progress data can be exported to Student Information System and/or Gradebook program directly or via CSV file.		
Professional Development		
1. Can provide a variety of training options for teachers and administrators, including on-site, remote, and/or online self-study.		

1. PRODUCT DESCRIPTION

Provide a complete description of the solution you are proposing. Include the following:

- How your solution meets the definition of Digital STEM Tool (Section 1.1 – Overview)

- A description of the program, the delivery method, and the technology students use to participate in the program.
- The instructional design principles and theoretical constructs on which your software is based.
- Descriptions of model implementations of your product (such as lab rotation, in-class use, etc.) and how much weekly student usage is recommended for greatest impact.
- How teachers and other adults access student progress data and examples of data displays.
- How teachers and other adults modify or adapt software delivery features, with description of the instructor interface.
- Whether your product is adapted for tablet use, and/or available as a tablet-specific app.
- Evidence of product effectiveness in improving student achievement, particularly on standardized tests.
- How your product can be used to create personalized learning paths for students, including whether this path is automatically generated by the software, assigned by the teacher, or combinations of the two.

2. ALIGNMENT TO STANDARDS

Describe and provide documentation of how your product aligns your with Common Core State Standards and/or Next Generation Science Standards.

3. ABILITY TO ACCOMMODATE STUDENTS WITH DISABILITIES

Provide evidence of how your product complies with the Americans with Disabilities Act and describe how the teacher can adapt learning activities and assessments to accommodate students with disabilities.

4. ABILITY TO ACCOMMODATE ENGLISH LANGUAGE LEARNERS

Describe how your product can be used by English Language Learners and whether it is available in other languages.

5. ASSESSMENT

Describe assessment methodologies used in your software (i.e., formative, summative, multiple-choice, alternative response, matching constructed response, oral, etc.) and how assessment is delivered in your software.

6. MANAGEMENT

Describe the process for managing student accounts and passwords (including password recovery), and for exporting/importing student participation, progress and outcome data for gradebooks and/or student information systems, and whether your product integrates with Active Directory.

7. PROFESSIONAL DEVELOPMENT

Please detail types of professional development, including onsite, online, and self-study. Please also address the potential for providing trainer-of-trainer support to district staff,

principals and teacher leaders. Describe your recommended professional development model, including number of training hours. Provide the associated costs in Exhibit C, and in particular what professional development is included in the license or purchase cost of the product, and what is available at additional cost.

8. CAPACITY FOR TECHNICAL SUPPORT

Describe your capacity to provide technical support for all aspects of your product, including forms of communication (phone, email, online chat, etc.), anticipated response time, hours of availability, and online resources.

APPENDIX D: PRICING PROPOSAL

Using Exhibit C – Product and Pricing spreadsheet, follow these directions:

1. List a single statewide price per student, per school, and/or per district for each component of your solution, indicating required or optional. Pricing should include renewal fees, if applicable.
2. Include additional costs, such as (1) implementation and upgrade fees, (2) hardware and software warranty, (3) training, and (4) technical support.
3. Include printout in Tab 3 – Pricing Proposal.
4. Respondents are encouraged to provide a contract mechanism for their current eligible customers to roll into this Contract at any time after the inception of the contract.

Pricing Narrative – Include responses to the following in Tab 3 – Pricing Proposal:

- (1) If you have a minimum order requirement for any products listed in Tab 3, describe each.
- (2) Describe each component of your pricing. For instance,
 - Purchasing options: Subscription, hosted, local installation; including line items for chosen option
 - Structure: Single statewide price, tiered, site license, FTE
 - Required and optional components
 - Whether training, tech support, etc., are included with product license or subscription
- (3) Educational Service Districts (ESDs) offer services to their respective school districts. They often seek opportunities to make consortium purchases on their districts' behalf in order to achieve maximum discounts through volume purchases. Are you willing to offer consortium pricing to ESDs?
- (4) Proposals for alternate pricing scenarios will be entertained, for example, a promotion period for gathering purchases orders or Letters of Intent, and setting the price based on district orders. Would you consider this type of arrangement?
- (5) Describe any additional pricing incentives or discounts such as large volume purchases.

APPENDIX E: VENDOR QUALIFICATIONS

The Vendor must respond to the following three areas. Include in Tab 4:

Company Profile and Experience. Only Vendors who have provided the requested solution for a minimum of three (3) years shall be considered for this contract. This section must provide a brief organizational history or background, including but not limited to recent data describing :

- Size and organization
- Length of time in the education market and date of incorporation
- Firm's experience and expertise in providing the requested product
- Experience in working with state level organizations
- Experience in working with large-scale purchasing programs
- Financial health, including annual revenue
- Brief descriptions of key education accounts in Washington State
- Growth over time, demonstrating present and future viability

Contract Implementation. Qualified Vendors shall provide detailed information describing how human and other resources will be dedicated to address implementation and provide a high level of customer service for any contract awarded in this RFP process. Such a solution must include (at a minimum):

- Provide toll-free telephone access from any client within the State of Washington
- Provide local and personal assistance to customers

Authorization Letter. Vendors who are resellers must provide an authorization letter from the manufacturer or alternate documentation indicating the reseller's ability to fulfill the obligations of a PSESD awarded contract and status as a current partner of the OEM.

APPENDIX F: REFERENCES

The Vendor must list a minimum of three (3) educational or commercial client references by providing the following information in Tab 5:

1. Company/Agency name
2. Company/Agency address
3. Type of entity
4. Name of contact
5. Title of contact
6. Phone number and email address of contact
7. Description of solution provided to customer

To meet this mandatory requirement, the Vendor must provide all of the information as requested. PSESD will contact the references you provide directly. PSESD reserves the right to eliminate from further consideration in this RFP process any Vendor who, in the opinion of PSESD, receives an unfavorable report from a Vendor-provided reference. PSESD may, at its discretion, contact other Vendor clients for references.