



REQUEST FOR PROPOSALS (RFP)

RACE TO THE TOP-DISTRICT (RTTT-D) REGIONAL CAREER EXPLORATION SYSTEM DESIGN, IMPLEMENTATION AND SUSTAINABILITY PLAN

RFP # 5800-10

PUGET SOUND EDUCATIONAL SERVICE DISTRICT

All Responses must be addressed and returned to:
800 Oakesdale Ave SW
Renton, WA 98057

PHASE I Response Due Date: 2:00 p.m. PST, November 18, 2014

PHASE II System Design Proposals (by invitation) Due Date: 2:00 p.m. PST, January 23, 2015

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SECTION 1: GENERAL INFORMATION

1.1 INTRODUCTION

The purpose of this RFP is to seek an organization or collaborative team who can work closely with the Puget Sound Educational Service District (PSESD) on behalf of the Race to the Top-District (RTTT-D) grant and the consortium of Road Map school districts (consisting of Auburn, Federal Way, Highline, Kent, Renton, Seattle and Tukwila) to develop, implement and sustain a regional career exploration system providing students with at least one significant career exploration experience during their high school years. The process for selecting a vendor will include two phases. During PHASE I, Proposer will submit their qualifications and a description of a proposed career exploration system design planning process to be used to develop a comprehensive implementation and sustainability plan for the project. After a review of PHASE I responses, up to two organizations or collaborative teams will be identified to receive up to \$20,000 each to implement their PHASE I process and draft a plan that describes how they would develop, implement and sustain the regional career exploration system. At the conclusion of PHASE II, PSESD will appoint one organization or collaborative team to lead the development of the system and to maintain system ownership upon the conclusion of the grant in December 2016. The awarded team will propose a comprehensive career exploration system design plan, not to exceed \$625,000 in Race to the Top funds.

1.2 RACE TO THE TOP OVERVIEW

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, by the U.S. Department of Education in December 2012. The Road Map 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 functions as the fiscal agent.

The district consortium Race to the Top plan covers 261 schools, 147,085 students (56 percent of King County) and 10,876 educators. Of the 261 schools, 71 meet the high-need definition. A high-need school was defined as an elementary, K-8 or middle school with 77% or more of students qualifying for FRPL and high schools with 55% of students or more qualifying for FRPL. The consortium is using the grant to implement projects and commitments in an effort to help students "Start Strong," be "STEM Strong" and "Stay Strong".

For more information on the Race to the Top-District Consortium project, visit <http://roadmapracetothetop.org/>.

1.3 CAREER EXPLORATION SYSTEM RTTT-D GRANT OBJECTIVES (Updated excerpts from Race to the Top-District grant application)

Project 5 supports partner districts, employers and community organizations as they seek to enable students to make informed plans and decisions about careers, by expanding access to online tools facilitating career awareness and exploration and to develop a regional system to provide each student with significant career exploration and mentoring experiences during their high school years.

The goal of the system is to equip students with increased knowledge and skills to make informed plans and decisions about careers and the education and training pathways necessary to achieve their career goals.

High Quality Plan for Project 5: Create a Regional System for Career Awareness and Exploration (Updated from grant application page 10)

Online learning experiences, along with opportunities to go out and visit companies and college campuses and bring professionals into the school, are all components of our desired high quality system. At the elementary and middle school levels, we want to expose students to career options and provide tools that can be used at school and at home to raise awareness of different career pathways. Prior to high school, we want students informed about career options to help guide their High School and Beyond Plan which they initiate in 8th grade. Further, a regional system will be put in place linking high school students with local employers and practitioners who offer career development opportunities, job shadows, internships, and mentoring.

Develop a Sustainable Region-wide System to Identify and Provide Career Exploration and Mentoring Experiences (Updated from grant application page 99)

In addition to career awareness raising and exploration options using digital tools, we must provide high-school students with career exploration experiences. We will use an online career-matching tool to bring together students, educators, and employers. Programs such as the Futures for Kids (F4K) model in North Carolina (<http://www.f4k.org/>) or Connect2Business in Des Moines, Iowa (<http://connect2businessdm.kuder.com>) provide examples of online career matching tools linking students with opportunities, organizations, and career coaches in the community. These tools provide a tech platform for students, schools, and businesses, including employer profiles linked to career profiles; a database of work based learning opportunities; and messaging tools to allow employers to communicate with students and educators.

The goal of RTTT-D Project 5 is to improve the connection between businesses in King County and students in the Road Map District Consortium. Students will benefit from having one-stop access career development experiences, and to see a world of possibilities in the region. We will also use this tool to capitalize on the strong mentoring activity of Science, Technology, Engineering, Mathematics (STEM) professionals in the King County area, including the Society of Hispanic Professional Engineers, the National Society of Black Engineers, and Washington State Mentors. These organizations have

tremendous capacity in terms of available STEM professional mentors; however, they often do not have enough students to meet their capacity. Our regional system will match these individuals with students in all seven districts, creating tremendous benefit for our region's students and employers alike.

Region-wide Commitment: Full Integration of the High School and Beyond Plan

(Updated from grant application page 84)

The Road Map District Consortium commits to supporting student completion of the High School and Beyond Plan in the 8th grade and strengthening support and guidance provided to students in developing their plans. The districts have committed to use the plans as input into the district course offerings and high school scheduling decisions.

1.4 TERM OF AGREEMENT

The term of the Agreement will be as follows:

PHASE I awardees (up to two (2))

The contract(s) will end on January 23, 2015 with the submission of the regional career exploration system design, implementation and sustainability plan.

PHASE II awardee

The contract will end on December 31, 2016.

1.5 COMPENSATION

PHASE I

PSESD will compensate up to two (2) awardees up to \$20,000 to develop a career exploration system design, implementation and sustainability plan. It is PSESD's intent to contract with one selected Proposer who will implement the awarded design plan.

PHASE II

PSESD will compensate one (1) PHASE I awardee, up to \$625,000 to develop, implement and sustain the regional career exploration system based on their PHASE I career exploration system design, implementation and sustainability plan.

1.6 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.

SECTION 2: PROPOSAL REQUIREMENTS AND RESPONSES

Proposers are advised to adhere to the submittal requirements of this RFP. Failure to comply with the instructions of this RFP, including but not limited to the page limitations set forth below, may be cause for rejection of the non-compliant proposal. Submission of proposal constitutes the Proposer's acceptance of all requirements outlined in the RFP.

2.1 PHASE I REQUIREMENTS – QUALIFICATIONS AND APPROACH

The PHASE I response must include the following:

2.1.1 Cover Letter – limit of two (2) pages

Proposers must write a cover letter no longer than two (2) pages that indicate the name, mailing address, email address, and telephone number(s) of the principal contact for oral presentation or negotiations; identifies the individuals, organizations and/or collaborative teams proposed for the project.

2.1.2 Description of Proposed Career Exploration System Design Planning Process – limit of three (3) pages

Proposer must provide a description of the planning process they will use should they be one of two (2) awardees. The description must address the following:

- A. Provide a summary of the qualifications, experience and background of the organization or collaborative team and its key personnel that will be engaged in the project;
- B. Provide a description of the Proposer's experience in communities with similar demographics and educational needs as found in the Road Map region; and ability to lead and support educational equity.
- C. Explain your understanding of the PSESD's intent and objectives and describe the planning process, timeline and budget you will use to produce a comprehensive career exploration system design reflecting a strong likelihood for implementation and sustainability.

2.2 PHASE II REQUIREMENTS (INVITED TEAMS) – SYSTEM DESIGN, IMPLEMENTATION & SUSTAINABILITY PLAN

Proposer's Career Exploration System Design, Implementation and Sustainability plan will address the following:

2.2.1 Leader & Organizational Expertise to Lead with Equity – Limit of three (3) pages

- Provide summary of the qualifications, experience and background of the organization or collaborative team and its key personnel that will be engaged in the project.

- Provide a description of the Proposer's experience in communities with similar demographics and educational needs as the Road Map region; and ability to lead and support educational equity.

2.2.2 Career Exploration System Design Plan – limit of fifteen (15) pages

Provide a comprehensive system design that describes but is not limited to the following activities:

- Lead the selection or development of an online matching system to connect high school students to business & industry partners to offer work-based learning opportunities with a focus on STEM careers.
- Engage & support Road Map region school district leaders, school staff and regional employers to actively use the central system to connect students to work-based learning experiences.
- Engage and support families and community based organizations in the planning and implementation of the system.
- Pilot and operationalize the system and scale up to provide at least 800 new opportunities by August 31, 2016.
- In partnership with school district leaders, support the connection of this work-based experience to students' High School and Beyond Plan.
- Develop and implement a monitoring system to report progress on a quarterly basis

2.2.3 Timeline and Budget and Budget Narrative

- Provide a reasonable timeline of activities that reflect effective use of funds to meet the RTTT-D grant objectives (see section 1.3) by December 31, 2016.
- Provide a reasonable budget and narrative that reflects effective use of funds to meet the RTTT-D grant objectives (see section 1.3) by December 31, 2016.

2.2.4 Scale-up and Sustainability Plan

- Describe proposed programmatic and financial sustainability plan for 2017 and beyond and a timeline that will assure that each student in the region has at least one, significant career-based learning experience in their high school years by December 31, 2022.
- Provide a reasonable budget and budget narrative that reflects the proposed scale-up and sustainability plan. Include description of support provided by the organization or collaborative team.
- Provide description of projected sources of income and a fund-raising plan that could support the system scale-up and sustainability.

SECTION 3: SOLICITATION SCHEDULE AND PROCEDURES

3.1 SCHEDULE

PHASE I

PHASE I Activities	Date
RFP issue date	October 23, 2014
Letter of intent to respond (optional)	November 5, 2014, 5:00 PM
Pre-submittal conference*	November 6, 2014. 2:00 PM
Deadline to submit questions	November 7, 2014
PHASE I responses due	November 18, 2:00 PM
PHASE I review	November 19 – 20, 2014
Notification of contract awardees	November 21, 2014
Last day to file a protest	November 26, 2014

* Proposers may register in advance for the pre-submittal conference by emailing the RFP Coordinator.

Organizations or collaborative teams may register in advance through an electronic “Letter of Intent to Respond” to the RFP Coordinator, Nola Oldenburg at noldenburg@psed.org. The Letter of Intent shall include name, mailing address, e-mail address, and telephone contact information. Organizations submitting a Letter of Intent will be added to the list of potential Proposers and will receive any addenda and Q&A by e-mail as soon as they become available.

PHASE II (by invitation)

PHASE II Activities	Date
Letter of intent to respond (optional)	December 16, 2014, 5:00 PM
PHASE II pre-submittal conference*	December 17, 2014 2:00 PM
Deadline to submit questions	January 7, 2015
PHASE II plans due	January 23, 2015, 2:00 PM
PHASE II review and presentations	January 26 – 30, 2015
Award Recommendation Presented to RTTT-D Executive Committee for Approval	February 12, 2015
Notification of Contract Awardee	February 13, 2015
Last Day to File a Protest	February 19, 2015

* Proposers may register in advance for the pre-submittal conference by emailing the RFP Coordinator.

Organizations or collaborative teams may register in advance through an electronic “Letter of Intent to Respond” to the RFP Coordinator, Nola Oldenburg at noldenburg@psed.org. The Letter of Intent shall include name, mailing address, e-mail address, and telephone contact information. Organizations submitting a Letter of Intent will be added to the list of potential Proposer and will receive any addenda and Q&A by e-mail as soon as they become available.

3.2 DEADLINE FOR RECEIPT OF PROPOSAL**PHASE I**

Sealed responses must be received no later than 2:00 p.m. PST, Monday, November 18, 2014. Five (5) copies of the proposal including one (1) electronic copy stored on a USB Flash Drive must be submitted in a sealed opaque envelope or package. The face of the envelope shall contain the proposal number “RFP #5800-10 PHASE 1” and the date and time of proposal opening.

PHASE II (by invitation)

Sealed responses must be received no later than 2:00 p.m. PST, Friday, January 23, 2015. Five (5) copies of the proposal including one (1) electronic copy stored on a USB Flash Drive must be submitted in a sealed opaque envelope or package. The face of the envelope shall contain the proposal number “RFP #5800-10 PHASE II” and the date and time of proposal opening.

MAILING ADDRESS:

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

3.3 ORGANIZATION OF PROPOSAL

Proposers must organize their proposal into sections that follow the format of this RFP.

PHASE I

The proposal must include the following:

- a. Proposal Signature Page Appendix A
- b. Response to all elements of 2.1

PHASE II

- a. Table of Contents
- b. Proposal Signature Page Appendix A
- c. Response to all elements of 2.2

3.4 QUESTIONS RELATING TO RFP

PHASE I

All questions regarding PHASE I of this RFP must be directed in writing by email to: Nola Oldenburg, RFP Coordinator, Puget Sound ESD at noldenburg@psed.org no later than November 7, 2014. Questions must include in the email subject line "RTTT-D RFP 5800-10 PHASE I Questions". PSESD will provide an official written response in the form of a Q&A posting. The Q&A will be sent via e-mail to proposers with a Letter of Intent on file and will also be made available on the government WEB page at <https://fortress.wa.gov/ga/webs/>.

PHASE II

All questions regarding PHASE II of this RFP must be directed in writing by email to: Nola Oldenburg, RFP Coordinator, Puget Sound ESD at noldenburg@psed.org no later than January 7, 2015. Questions must include in the email subject line "RTTT-D RFP 5800-10 PHASE II Questions". PSESD will provide an official written response in the form of a Q&A posting. The Q&A will be sent via e-mail to proposers with a Letter of Intent on file and will also be made available on the government WEB page at <https://fortress.wa.gov/ga/webs/>.

RFP COORDINATOR:

Nola Oldenburg
Puget Sound ESD
noldenburg@psed.org

3.5 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 Proposer; thereafter, the proposals shall be deemed public records as defined in RCW 42.56.

Any information in the proposal that the Proposer 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 Proposer 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 PSESD will consider a Proposer's request for exemption from disclosure; however, the PSESD will make a decision predicated upon RCW 42.56. Marking the entire proposal exempt from disclosure will not be honored. The Proposer 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 proposer has been given an opportunity to seek a court injunction against the requested disclosure.

3.6 PSESD'S RIGHTS RESERVED

While the PSESD has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the PSESD to award and execute a contract. Upon a determination such actions would be in its best interest, the 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

SECTION 4: PROPOSAL EVALUATION

4.1 EVALUATION PROCESS

- Proposals will be evaluated based on completeness and compliance with specifications of this RFP.
- Proposals that are incomplete or do not comply with specifications of this RFP will be rejected.
- Proposals that are complete will be evaluated by a designated team to determine compliance with specifications of this RFP.

4.2 EVALUATION CRITERIA

The proposal must include the components identified in Section 2. Evaluation of proposals will be performed by a committee. The score will be based on the following:

PHASE I: (Total of 100 Points)

4.2.1 Leader and organizational expertise (40 points)

- Description of the alignment of the career exploration system with organization or collaborative team mission & vision.
- Description of project leaders, collaborative team members and organization(s) qualifications, experience, capacity indicating a strong track record of success leading and supporting complex initiatives in collaboration with multiple stakeholders in large educational or economic development/workforce systems.
- Description of at least two (2) examples of successful leadership of the design, significant fundraising and sustained implementation of complex projects of similar scope.
- Names of at least two (2) organizational leaders who can serve as references.

4.2.2 Educational Equity (30 points)

- Key personnel or proposed partners have experience partnering with community-based organizations or schools representing students and families from racially and culturally diverse backgrounds.
- Description of project leaders' and collaborative members' knowledge and demonstrated competencies to support educational equity in partnership with school districts and communities.

4.2.3 Planning process, budget and timeframe (30 points)

- Description of a planning process that will result in an effective regional career exploration system design that meets program objectives and is programmatically and financially sustainable.
- Planning budget is reasonable and is used to engage experts that will result in an effective career exploration system design.
- Planning timeline is reasonable and will result in a career exploration system design plan by January 23, 2015.

PHASE II: (Total of 100 Points)

4.2.4 Project Team & Partners' Experience (20 points)

- Project leaders and team members have qualifications, experience and a strong track record of success leading and supporting complex initiatives in large educational or economic development/ workforce systems.
- Project leaders and team members have experience in communities with similar demographics and educational needs as the Road Map region; and ability to lead and support educational equity.

4.2.5 System Design (40 points)

- Career Exploration System design is comprehensive, feasible and demonstrates an understanding of project complexity, the engagement of multiple partners and a great likelihood that the system will provide each regional high school.
- Career Exploration System design reflects effective use of funds to meet the RTTT-D grant objectives (see section 1.3) by December 31, 2016.

4.2.6 Timeline and Budget (20 points)

- Career exploration system design timeline reflects effective use of RTTT-D funds to meet program objectives through December 31, 2016.
- Career exploration system design budget and budget narrative reflects effective use of RTTT-D funds to meet system design elements (see 1.3) through December 31, 2016.
- Budget includes a description of additional investments besides RTTT-D funds that demonstrates long-term financial and programmatic sustainability independent of RTTT-D.

4.2.7 Scale-up and Sustainability Plan (20 points)

- Design describes proposed scale-up and sustainability activities and timeline that will assure that each student in the region has at least one, significant career-based learning experience in their high school years by December 31, 2022.
- Design provides a reasonable budget and budget narrative that reflects the proposed scale-up and sustainability plan. Include description of support provided by the organization or collaborative team.
- Design describes description of projected sources of income and a fund-raising plan that could support the system scale-up and sustainability.

APPENDIX A

PROPOSAL SIGNATURE PAGE

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

The following terms and conditions apply to contract(s) awarded through this RFP process:

GENERAL TERMS AND CONDITIONS

1. **Alterations and Amendments.** This agreement 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.** If 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. **Confidentiality.** The Contractor shall abide by all restrictions for the release for student data as provided by law. 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, consists of confidential data owned by the PSESD or confidential personally identifiable data subject to the federal Family Educational Rights and Privacy Act or other privacy laws, and that disclosure to or use by third parties would be damaging. The Contractor, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this contract, to release it only to authorized employees and agents requiring such information and not release or disclose it to any other party. The Contractor agrees to release such information or material only to employees and agents who have signed a written agreement expressly prohibiting disclosure.
7. **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.
8. **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.

9. 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

10. Indemnification / Hold Harmless. Each party to this Agreement (the “Indemnifying Party”) shall defend, indemnify, and hold the other party, and its officers, board members, agents and employees, harmless from and against any and all claims, demands, losses, liabilities, actions, lawsuits, or expenses, including, without limitation, reasonable attorney fees, arising or resulting from, related to, or connected with, the performance of this Agreement or representations or warranties contained therein by the Indemnifying Party, including any loss, damage, corruption, or improper or unauthorized disclosure of confidential or proprietary information or data, or acts or omissions of negligence, willful misconduct, or fraud of the Indemnifying Party, or its employees or agents, to the fullest extent permitted by law and subject to the limitations provided below.

The Indemnifying Party's duty to indemnify and defend the other party shall not apply to liability for damages arising out of, caused by, or resulting from the sole negligence of the other party and its officers, board members, agents and employees.

The Indemnifying Party's duty to indemnify the other party for liability for damages arising out of, caused by, or resulting from the concurrent negligence of each party shall apply only to the extent of negligence of the Indemnifying Party or its agents or employees.

The Indemnifying Party's duty to indemnify the other party for any liabilities or losses caused by or resulting from negligence shall apply only to the extent of the fault of the Indemnifying Party, its agents or employees, except in situations where fault is not a requirement for liability, in which case indemnity will be provided to the extent the liability or loss was caused by the Indemnifying Party, its agents or employees.

The Indemnifying Party's duty to defend, indemnify, and hold the other party harmless as to all claims, demands, losses, and liabilities shall include the other party's personnel-related costs, reasonable attorney fees, court costs, and all related expenses.

11. 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.

12. 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.

PHASE II CONTRACT WILL INCLUDE THE FOLLOWING CYBER LIABILITY INSURANCE REQUIREMENT:

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

- 13. Payments.** No payments in advance or in anticipation of services to be provided under this contract shall be made by the PSESD. All payments to the Contractor are conditioned upon (1) Contractor's submission of a properly executed and supported invoice for payment, including such supporting documentation of performance and supporting documentation of costs incurred or paid, or both as is otherwise provided for in the body of this contract under Duties of the PSESD, and (2) Acceptance and certification by the PSESD or designee of satisfactory performance by the Contractor.

Except as otherwise provided in this contract, (1) All approvable invoices for payment due to the Contractor shall be paid within thirty (30) calendar days of their submission by the Contractor, and (2) All expenses necessary to the Contractor's performance of this contract shall be borne in full by the Contractor.

Contractor must submit invoices within 30 days of providing services. Invoices submitted after this date may be subject to non-payment.

- 14. Registration with Department of Revenue.** The Contractor shall be registered with the Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.
- 15. 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.

16. Rights in Data. Data that originates under this contract shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by the PSESD. In the event any data which originates under this contract is not considered a “work for hire” under the U.S. Copyright laws, Contractor hereby, irrevocably assigns all rights, title, and interest in such data, including all intellectual rights, to the PSESD effective from the moment of creation of such data. Data shall include, but not be limited to, notes, minutes, reports, documents, pamphlets, articles, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, photographs, and other items in any format, form, or medium. Ownership includes ownership of all intellectual concepts and properties embodied in data, the right to copyright, patent or register data, and the right to transfer these rights.

Data which is delivered under this contract, but which does not originate thereunder, shall be transferred to the PSESD with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so: PROVIDED, that such a license shall be limited to the extent which the contractor has a right to grant such a license. The contractor shall exert all reasonable effort to advise the PSESD, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract. The PSESD shall receive prompt written notice of each notice or claim of copyright infringement received by the Contractor with respect to any data delivered under this contract. The PSESD shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

17. 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.

18. 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.

19. Termination for Convenience. Except as otherwise provided in this contract, the PSESD Superintendent or Designee may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this contract in whole or in part. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the Contractor as of midnight the second day of mailing in the absence of proof of actual delivery to and receipt by the Contractor. If this contract is so terminated, the PSESD shall be liable only for payment required under the terms of the contract for services rendered or goods delivered prior to the effective date of termination.