



NORTHSHORE SCHOOL DISTRICT No. 417
3330 Monte Villa Parkway Bothell,
Washington 98021

REQUEST FOR PROPOSALS

SUPERINTENDENT SEARCH CONSULTANT
RFP# 2022-10-03

for

NORTHSHORE SCHOOL DISTRICT
BOARD OF DIRECTORS

Bid Opening: October 3, 2022, 3:30 PM at NSD Administrative Offices

REQUEST FOR PROPOSALS

SUPERINTENDENT SEARCH CONSULTANT
RFP# 2022-10-03

DUE OCTOBER 3, 2022 at 3:30 PM

Notice is hereby given that sealed proposals will be received by the Northshore School District No. 417 (District) Board of Directors (Board), Bothell, WA, hereinafter referred to as Board, from qualified individuals, partnerships or firms (Consultant) that have experience in educational administrator search and selection process to conduct a comprehensive superintendent search/selection in order to identify a Superintendent candidate to receive a three year contract offer for the 2023-2024 contract year.

Proposals are due October 3, 2022 at 3:30 PM.

Estimated value of contract: \$20,000 to \$50,000

Each proposal shall be in accordance with the Request for Proposals Document. The Board reserves the right to reject any or all proposals, and to waive any informalities or irregularities in the RFP process. The Request for Proposals document(s) is available at <https://www.nsd.org/our-district/departments/business-services/purchasing/business>. Small Businesses and Minority and Women-Owned Businesses are encouraged to apply.

Publication: Seattle Daily Journal of Commerce
September 12, 2022 and September 19, 2022

Northshore School District prohibits discrimination on the basis of age, sex, marital status, sexual orientation including gender expression or identity, race, creed, religion, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability. The following employee(s) have been designated to handle questions and complaints of alleged unlawful discrimination: Director of Human Resources **Abel Ghirmai** (Title IX, ADA and Civil Rights Compliance), Director of Student Services **Rick Ferrell** (Section 504), 3330 Monte Villa Parkway, Bothell, WA 98021, 425-408-6000.

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PART 1 – INSTRUCTIONS TO BIDDERS

1.01 GENERAL INSTRUCTIONS TO BIDDERS:

- A. Northshore School District Board of Directors (“Board”) is requesting proposals from qualified companies (“Bidders”) to provide comprehensive superintendent search/selection process services in order to identify a Superintendent candidate to receive a three-year contract offer beginning in the 2023-2024 school year.
- B. Bidder shall submit one (1) clearly marked and signed original paper copy, and one (1) electronic copy of the proposal in PDF format on a flash drive. Proposals are to be submitted in a sealed envelope or box addressed to:

Jacqueline McGourty, President Northshore School District Board of Directors
c/o Superintendent’s Office
3330 Monte Villa Parkway
Bothell, WA 98021

The envelope/box shall contain the following information on its face: the name of the Bidder, Bidder’s address, and the title “SUPERINTENDENT SEARCH CONSULTANT RFP# 2022-10-03”. It is the sole responsibility of the Bidder to see that its proposal is received at the designated location by the designated time. Proposals shall be hand-delivered or sent via certified mail to ensure that they are received by the due date and time. Electronically transmitted or faxed proposals will not be accepted.

- C. The Board intends to award a contract to the best and final offer from a responsive, and responsible bidder. Additional information about scoring of proposals can be found in Section 3 below.
- D. The term of this contract commences November 1, 2022 through successful outcome of Superintendent selection. The successful Bidder must certify that all the services proposed are readily available and that the Board will not incur costs in excess of the proposed rates for the duration of the contract period and any optional extension terms.
- E. Distribution of this RFP or receipt of any proposal shall not constitute a commitment by the Board to any Bidders. If it is determined that the submitted proposals are not economically beneficial to the Board or for other business reasons, the Board may, at its sole discretion, reject all proposals or waive informalities in the request for proposal process.

F. The following is a draft schedule of procurement activities related to this RFP:

<u>Date</u>	<u>Activity</u>
9/12/2022	Date of First Advertisement
9/19/2022	Date of Second Advertisement
10/03/2022	Proposal Due Date, Public Bid Opening at District Administrative Offices at 3:30 PM
10/10/2022	Bidders Notified of Interview Selections
10/10 – 10/14/2022	Interviews
10/17/2022	Notice of Intent to Award (All Bidders Notified)
10/25/2022	Contract Awarded - Board Meeting
November 1, 2022	Contract Period Begins

1.02 PREPARATION OF PROPOSAL FORM

- A. Bidder must submit a complete proposal in accordance with the requirements of Section 3 below. All costs in submitting a proposal, responding to inquiries, and if requested, demonstration of services shall be borne in full by the interested Bidder.

1.03 SIGNATURES

- A. The proposal cover letter and all required forms must be signed in the name of the Bidder and must bear the title and signature of the person duly authorized to sign the proposal. The copy of the proposal designated as the original shall contain original signatures.

1.04 WITHDRAWAL OF PROPOSAL

A. Any Bidder may withdraw its proposal, either personally or by written request, at any time prior to the scheduled closing time for receipt of proposals. Proposals cannot be withdrawn once submitted and will be valid for a period of 90 days from the date due.

1.05 EXAMINATION OF RFP REQUIREMENTS, QUESTIONS

A. Bidders shall thoroughly examine and be familiar with all instructions, conditions, and/or specifications. The failure of a Bidder to receive or examine any form, attachment, clarification, addendum, or other document, or visit to the site when required in order to acquaint the Bidder with existing conditions, shall in no way relieve the Bidder from obligations concerning the proposal or the contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.

B. Questions or requests for interpretation of specifications must be emailed to Jacqueline McGourty, President Northshore School District Board of Directors, sbdistrict1@nsd.org, referencing the title of this RFP in the subject line, or by telephone (425) 408-7683. Interpretations and answers to questions shall be communicated by a formal Clarification document that will be made available to all Bidders. Any Addendum or Clarification issued will be posted to the District website (<https://www.nsd.org/our-district/departments/business-services/purchasing/business>). It is the responsibility of the Bidder to check the District website regularly for updates. No oral interpretation of any provision in the proposal documents will be made to any Bidder.

C. During the time period that this RFP is active beginning with the date of first advertisement and ending with the date of contract award, no Bidder shall have any communication with any employee or contractor of District or Board about this RFP except for Jacqueline McGourty, President Northshore School District Board of Directors. Violations of this requirement may result in disqualification of Bidder.

1.06 CONTRACT

A. Bidder shall review the attached Sample Contract (Attachment G). Bidder shall be prepared to execute this document if selected. If Bidder would like to request revisions to the Sample Contract terms, Bidder shall submit a statement in the Appendix of its proposal indicating any terms or exceptions that it would like to negotiate. These terms should be clearly identified by reference to the Section number of the Sample Contract where the terms can be found. Bidder shall clearly indicate the suggested revisions to terms. Board reserves the right to negotiate these contract terms with the selected Bidders.

1.07 DELIVERY

- A. Delivery of services must occur during Board-agreed upon hours.

1.08 TAXES

- A. Proposals are not to include sales tax. The District is exempt from Federal Excise Taxes.

1.09 PROTEST PROCEDURE

- A. District's Protest Procedure can be found on the website at <https://www.nsd.org/our-district/departments/business-services/purchasing/business>.

1.10 PUBLIC INFORMATION/CONFIDENTIALITY

- A. The Board understands that Bidders may include within their proposal information that is deemed confidential in the opinion of the Bidder. The Bidder must understand that the District/Board is subject to clear legislation governing open records and public information requests within the State of Washington. Bidders must clearly mark portions of their proposal that they feel are exempt from disclosure pursuant to RCW 42.56 or any other state and federal statute and include an explanation as to why they believe the indicated documents are exempt. The Board will not be bound by any blanket confidentiality agreements, and the Board makes no assurances that confidential materials will be held in confidence if they are not deemed qualified for exemption.

- B. Bidder acknowledges the obligations for maintaining the confidentiality of student records and access to the parents and students of such records in accordance with the Family Education Rights and Privacy Act (FERPA).

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PART 2 – SCOPE OF WORK

2.01 PROJECT BACKGROUND

The Board appointed an Interim Superintendent on July 1, 2022 with an end date of June 30, 2023, upon the departure of Superintendent Michelle Reid, and as the result of an informal, direct-hire contract for an interim superintendent consultant search firm. Appointing an Interim Superintendent has allowed the Board time to conduct a formal, advertised and competitively awarded contract through a publicly transparent Request for Proposal RFP process, and will support a comprehensive superintendent search to identify a candidate to receive a three-year contract offer prior to the beginning of the 2023-2024 school year.

2.02 SERVICES

A. The Northshore School District Board of Directors (Board) invites proposals to provide consultant assistance to the Board in carrying out a superintendent search process. Proposals are sought from individuals, partnerships, or firms (Consultant) that have experience in successful educational administrator search and selection. The Board invites proposals for a comprehensive superintendent search/selection process to identify a candidate to receive a three-year contract offer effective beginning the 2023-2024 contract year. The Board plans to complete the search/selection process and issue a superintendent contract by no later than June 1, 2023.

B. The following elements must be included in a proposal for a search/selection process in order to receive consideration by the Board:

1. A feasibility assessment of completing a superintendent search/selection process, including appropriate and inclusive student and community engagement, between November 1, 2022 and concluding no later than May 30, 2023.
2. A suggested outline of activities for assisting the Board in the search/selection.
3. An explanation of the degree of involvement for the Board, the school district staff and the Consultant.
4. A description of the recommended scope and type of community engagement proposed for the selection process and how this might occur. This description should include details on the Consultant's experience, and therefore recommendations, on engaging and centering the voices of diverse communities in this process.
5. A description of recommended scope and type of student engagement in the process including anticipated roles of the firm or consultant and District staff.

6. A discussion of the record of the Consultant's experience providing national superintendent search/selection services, including successful search/selection processes.
7. A list of references with names, addresses and phone numbers for whom the Consultant has provided comprehensive superintendent search/selection services.
8. A recommended timeline for carrying out the comprehensive search/selection.
9. A description of the potential quality of the applicant pool, based on past searches.
10. A description of the proposed search approach and engagement recommendations around how the Consultant would align with the District's goals regarding Racial & Educational Justice. Information on our work can be found here: <https://www.nsd.org/our-district/who-we-are/racial-educational-justice>
11. A precise quotation of cost for assisting the Board in the comprehensive search/selection.

PART 3 – CONTENT, FORM, AND EVALUATION OF PROPOSALS

3.01 CONTENT

C. Interested Bidders are advised to provide as much detail as possible pertaining to their capabilities and experience to the services outlined in this proposal; however, Bidders should not include extraneous marketing materials. Information shall be presented in a clear, comprehensive, and concise manner and in the format prescribed below.

D. At a minimum, each proposal must include the following items:

1. Cover Letter
2. Company Information and References (Attachment A.)
3. Certifications (Attachments B, C, D & E)
4. Technical Proposal
5. Cost Proposal (Attachment F)

E. The proposal shall be organized in the following format:

1. Cover Sheet
2. Table of Contents
3. Cover Letter
4. Company Information and References
 - a. Provide response to Evaluation Criteria 3.02A below using Attachment A form.
5. Technical Proposal
 - a. Provide Responses to the Evaluation Criteria 3.02B below.
6. Cost Proposal
 - a. Provide response to Evaluation Criteria 3.02C below using required Attachment F form.

7. Appendix

- a. Include all required signed certification forms in this section (Attachments B, C, D and E).

3.02 EVALUATION CRITERIA

A. Qualifications of Bidder, Including References

Specialized experience and technical competence of the Bidder, any proposed subcontractors, and key staff members. Past record of performance with other School Districts or public bodies and with private industry, including such factors as quality of work, ability to meet schedules, responsiveness, and cooperation. Recent experience of the Bidder and successful completion of work of a similar type and complexity will be a material consideration.

Qualification Proposal Requirements:

1. Completion of Attachment A, Company Information and References form, including:
 - a. Brief resume of the Bidder, including home and branch office information; date established; former name(s); and type of ownership or legal structure.
 - b. Three references from former or current clients related to the required tasks above including contact name, phone number, email address, and a brief description of the work performed. References from Northshore School District current or past employees may be included but will not count as one of the required three references. References may be contacted; therefore, accurate contact information is required. Failure to provide accurate contact information may result in scoring deductions.

B. Technical Proposal

Services proposed should meet or exceed the requirements outlined in Part 2- Scope of Work above. Proposals should demonstrate an understanding of the needs of the District and propose a solution to meet those needs.

Technical Proposal Requirements:

Bidder shall provide detailed responses to the following prompts:

- a. State the qualifications of the firm and personnel that will be assigned to this project.
 - i. Identify all firm staff to be assigned to this project, including relevant descriptions of staff capabilities as related to the project.
 - ii. Brief Resumes may be provided.

- iii. Confirm the availability of staff during the proposed contract period.
- b. Describe the past relevant experience of your firm in completing similar projects.
- c. Describe the approach that you will use to manage this project. How will this approach best meet the needs of the Board/District?
- d. Indicate the project management methods you will use to ensure the project is completed within schedule. Identify any risks that may impact project schedule, along with mitigation strategies.

C. Pricing

Pricing should include all applicable costs to the District for the services requested for the length of the contract period. This includes, but is not limited to, costs for supplies, overhead expenses, and profit.

Proposal Requirements:

- 1. Submit a cost proposal including:
 - a. Precise, anticipated total costs for project.

3.03 EVALUATION OF PROPOSALS

A. Once received, Proposals will be evaluated for responsiveness. A Proposal will receive a pass/fail determination for each of the following criteria:

- 1. Submission of one (1) original proposal, one electronic copy.
- 2. Proposal contains the minimum required sections indicated in Section 3.01B of the RFP.
- 3. Bidder provided an active Washington Business License number
- 4. Bidder is not debarred from receiving government funds
- 5. All required forms must have signatures of an authorized person.
- 6. Bidder is able to provide all equipment, products and services requested in Section 3 of the RFP.
- 7. Any other criteria which may be relevant to this determination. District reserves the right to follow up with the Bidder to request additional information to determine responsiveness.

B. If a Proposal receives a pass score from the responsiveness evaluation, it will proceed to responsibility evaluation. Evaluations will be based on the criteria listed below. The Board will assign points to each responsive proposal at its own discretion.

Selection Criteria

Criteria	Point Value
1. Quality of Proposal	10
2. Qualifications of firm and personnel assigned to project	15
3. Prior success with similar projects, including	
a. Meeting deadlines and timelines	10
b. Garnering active participation in the project	10
4. Project Approach and management style consistent with the values of the Board/District	15
5. Advances the Board/District goals for Racial & Educational Justice	15
6. Proposed cost of the project – fee for service	25
a. Estimates for time and effort to complete	
b. Rates	
TOTAL POINTS POSSIBLE:	100

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1. Proposal Quality refers to the overall quality of the proposal submitted by the Bidder. This includes completeness, compliance with proposal instructions, organization, spelling and grammar, and conciseness of descriptive text material.
2. Points for Price will be awarded based on the proposed total cost for services. The lowest cost will be awarded a score of 25. Pricing scores will be reduced by 3 points for each following proposal (ex.-The second lowest cost will receive a score of 22, third lowest will receive 19, etc.). In the event that proposals indicate the same cost, they will receive the same numerical score.
3. The Board reserves the right to contact Bidders to clarify proposals and/or ask for additional information. This may include requests for demonstration of services proposed.
4. The Board reserves the right to waive any irregularity in any proposal, to accept or decline any and/or all the proposals, to take no action whatsoever, and/or to request the submittal of new proposals. All proposals submitted become the property of the District and will not be returned.

C. Board may select Bidders with the highest evaluation scores to proceed to the interview stage at Board's discretion. The form and schedule of interviews will be at the sole discretion of the Board and will be communicated by written correspondence at the time Bidders are notified of interview selections.

D. Once interviews are complete, the Board will determine which Bidders have the highest total scores. District will issue a Notice of Intent to Award contract to the highest-ranked Bidder. All Bidders who submitted a proposal will be notified in writing of this decision.

3.04 DISQUALIFICATION OF BIDDERS

A. The Board in its discretion may determine that a Bidder is not responsive and reject its proposal for any of the following reasons:

1. Evidence of collusion with any other Bidder or Bidders. Participants in such collusion shall be disqualified from submitting any further proposals.
2. If the Board determines that Bidder is not qualified to perform the contract.
3. Unsatisfactory performance record, judged from the standpoint of conduct of service, or progress, as shown by past or current service for the Board/District.
4. Failure to pay or settle bills on any former or current contracts.
5. If the Bidder has previously defaulted in the performance of a written public contract or has been convicted of a crime arising from a previous public contract.

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6. Any other inability, financial or otherwise, to perform the contract.
7. For any reasons deemed improper as determined from a pre-award survey of Bidder's capability to perform.
8. Any proposal submitted by a Bidder who is not registered or licensed as may be required by the laws of Washington State.

3.05 EXCEPTIONS

A. Bidder is expected to provide services compliant with the requirements included in Section 2 above. If Bidder is not able to meet these requirements, Bidder may submit a statement in the Appendix of its proposal indicating any requirements which cannot be met. These requirements should be clearly identified by reference to the Section number of the RFP where the requirements can be found. Bidder shall provide a detailed statement indicating why these requirements cannot be met. Board reserves the right to evaluate these requirements and determine whether the proposal is non-responsive or remove the requirement from consideration for all proposers and equitably evaluate all proposals based on the revised requirements. Bidders are strongly encouraged to request a revision to the requirements using the process indicated in Section 1.05 of the RFP prior to the due date for proposals.

B. Bidder shall review the Sample Contract for this RFP (Attachment G) and be prepared to execute this document if selected. If Bidder would like to request revisions to the Sample Contract terms, Bidder shall submit a statement in the Appendix of its proposal indicating any terms that it would like to negotiate. These terms should be clearly identified by reference to the Section number of the Sample Contract where the terms can be found. Bidder shall clearly indicate the suggested revisions to terms. Board reserves the right to negotiate these contract terms with the selected Bid.

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ATTACHMENT A

COMPANY INFORMATION AND
REFERENCES

I. Brief Resume of Bidder

Company Name: _____

Date Established: _____

Former Names (if any): _____

Type of Ownership or Legal Structure: _____

Corporate Address: _____

Branch Address (if applicable): _____

II. References

Three references are required. References may be contacted; therefore accurate contact information is required. Failure to provide accurate contact information may result in scoring deductions.

Reference 1: _____

Contact Name: _____

Phone Number: _____

Email Address: _____

Date of Services Provided: _____

Brief Description of Work Performed: _____

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Reference 2: _____

Contact Name: _____

Phone Number: _____

Email Address: _____

Date of Services Provided: _____

Brief Description of Work Performed: _____

Reference 3: _____

Contact Name: _____

Phone Number: _____

Email Address: _____

Date of Services Provided: _____

Brief Description of Work Performed: _____

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ATTACHMENT B

CERTIFICATION

Pursuant to and in compliance with this Request for Proposal and all documents relating thereto, the undersigned hereby offers to furnish and deliver any or all of the articles enumerated at the prices quoted herein.

The Undersigned further declares that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any representative of the District/Board, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Project.

Authorized Signature:_____ **Date:** _____

Printed Name & Title: _____

Legal Company Name:_____

Telephone: _____

Email Address: _____

UBI Number: _____

DUNS Number: _____

Acknowledge receipt of addendum # _____ through _____.

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ATTACHMENT C

**DEBARMENT AND ANTI-LOBBYING
CERTIFICATION**

_____ certifies that to the best of their knowledge/belief that neither _____ as an individual and/or the company and its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for the award of contracts by any Federal governmental agency or department.

“Principals”, for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of subsidiary, division, or business segment, and similar positions).

_____ shall provide immediate written notice to Northshore School District if at any time during the term of this Agreement, including any renewals hereof, if such certification was erroneous when made or has become erroneous by reason of changed circumstances. Based on such notification, or if Northshore School District should determine at any time that this certification is false, Northshore School District reserves the right to review the status of the organization and if necessary, terminate this agreement.

Should individual/company enter into a covered transaction with another person at the next lower tier, we agree by signing this agreement that we will verify that the person with whom we intend to do business is not excluded or disqualified. We will do this by:

- a. Checking the federal Excluded Parties List System (EPLS); or
- b. Collecting a certification from that person if allowed by this rule; or
- c. Adding a clause or condition to the covered transaction with that person.

Individual and/or company agree by signing this agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in FAR 52.203 - 11 and 52.203 - 12 and 31 U.S.C. 1352, the "Byrd Anti - Lobbying Amendment."

- a. FAR 52.203 - 12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification
- b. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:
1. No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
 2. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 3. He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.
- c. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Authorized Signature: _____

Date: _____

Printed Name

Company

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ATTACHMENT D CONTRACTOR CERTIFICATION

Wage Theft Prevention – Responsible Bidder Criteria Northshore School District Goods & Services Contracts

Prior to awarding a contract, Northshore School District is required to determine that a bidder is a 'responsible bidder'. Pursuant to legislative enactment in 2017, RCW 39.26.160(2) & (4) requires responsible bidder criteria to include contractor certification that the contractor has not willfully violated Washington's wage laws.

On behalf of the firm identified below, I hereby certify as follows (check one):

☐ No Wage Violations. This firm has NOT been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), any provision of RCW chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced procurement solicitation date.

or

☐ Violations of Wage Laws. This firm has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), a provision of RCW chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced procurement solicitation date.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the firm listed herein.

Firm Name: _____

Name of Contractor/Bidder – Print full legal entity name of firm

By: _____
Signature of authorized person

Print name of person making certification for firm

Title: _____
Title of person signing certificate

Place: _____
Print city and state where signed

Date: _____

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ATTACHMENT E

COOPERATIVE PURCHASING INFORMATION

In the event another area school district or public entity has the need for the same services, they may wish to utilize another executed bid in the area. RCW 39.34 allows cooperative purchasing between public agencies in the State of Washington. Public agencies that have, or in the future file an Interlocal Cooperative Purchasing Agreement with the District may purchase from the District's contracts, provided that the Bidder has agreed to such participation.

If the cooperative purchasing process is allowed, then each district will take responsibility for its own purchase orders, payment procedures, evaluations, and scheduling of Bidder's services. Each district will take responsibility for performance of any purchasing contract with the Bidder.

Each Bidder shall indicate on this bid form whether it will honor the pricing and terms and conditions to other public agencies in accordance with this Agreement's terms and conditions. Award of the contract(s) will not be affected by the Bidder's agreement to allow cooperative purchasing. The District will not have any responsibility or liability for orders issued by other public agencies utilizing the District's contract through an Interlocal Agreement.

As per the terms and conditions of this contract, will the Bidder allow public agencies in addition to Northshore School District to purchase from this contract?

Yes: _____ No: _____ (check one)

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

Authorized Signature: _____ Date: _____

Printed Name

Company

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ATTACHMENT F

COST PROPOSAL

Please detail your proposed costs below. All costs should be represented on this attachment.
Please add additional information as may be necessary to represent your costs.



(ATTACHMENT G)
PROFESSIONAL SERVICES AGREEMENT
RFP# 2022-10-03 SUPERINTENDENT SEARCH CONSULTANT

CONTRACTOR
2022-2023

Master Agreement made as of the 31st day of October 2022, between Northshore School District (NSD) and **contractor name** (Contractor), who agree as follows:

1. **Term of Agreement:** The term of this Agreement is from November 1, 2022 through successful completion of project.
2. **Services:** Contractor agrees to provide comprehensive superintendent search/selection process services as described in the Request for Proposal RFP# 2022-10-03 Superintendent Search Consultant and the Contractor's Bid/Proposal that was awarded through formal, competitive process; the terms of which are incorporated herein by reference. The order of precedence for these agreements shall be as follows: Professional Services Agreement, Request for Proposal including amendments, and the Contractor's Bid/Proposal.
3. **Compensation:** In consideration for the services rendered as set forth herein, NSD shall pay Contractor at the fee for service rate of \$00.00 (xx dollars), provided Contractor is not in default in the performance of any of its duties or obligations. The Contractor shall invoice NSD for all work completed as of the date of invoice. Invoices shall be paid in full by NSD during its next billing cycle after NSD's approval of the invoice for Work performed.
4. **Right to Use Information and Documents:** NSD shall be entitled to use any final documents, electronic files, or other work performed or prepared by Contractor under this Agreement in connection with the Work or for subsequent projects, regardless of whether Contractor is a consultant or otherwise participating in such subsequent projects. Contractor shall not be held liable for reuse of documents or modifications thereof, including documents on electronic media, by NSD or its representative for any purpose other than the original intent of this Agreement.

Consultant shall retain all right and title to all patentable and un-patentable inventions including confidential know-how developed by Consultant hereunder. Consultant hereby grants to NSD a royalty-free nonexclusive, non-assignable license as to such inventions and know-how to use the same in any NSD facility.

5. **Confidentiality:** Contractor shall exercise reasonable efforts to avoid the disclosure of business or technical information provided by NSD to Contractor, except as otherwise approved by NSD, in writing or electronic communications, as reasonably necessary for performance of the Work. Contractor shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, SUPER and all other Washington privacy statutes. To the extent that Contractor may be exposed to confidential information, including but not limited to personally identifiable information from student records, pursuant to the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1231(g), et seq., (FERPA) and the Individuals with Disabilities Education Act, 20 U.S.C. Section 1400, et seq., (IDEA), Contractor acknowledges that all documents which include personally identifiable information contained in or derived from a student's education records are deemed confidential pursuant to FERPA and IDEA. Contractor agrees not to re-disclose any such personally identifiable information without the prior written consent of the student's parent or the student, in the case of students who have reached the age of majority, or unless re-disclosure is otherwise authorized by law. Contractor agrees to return all documents deemed confidential pursuant to FERPA and/or IDEA to NSD at the conclusion of this contract. Personal identifiable student information or any other information declared confidential by NSD shall not be disclosed unless authorized in writing by NSD. This confidentiality obligation shall survive termination of this Agreement.

6. **Compliance with laws:** Contractor shall, at its sole expense, comply with all applicable laws and governmental rules, regulations or requirements, which may now or hereafter be in force, relating to its activities under this Agreement. NSD is an equal opportunity employer. The Contractor understands and agrees that its own compliance with applicable federal and state nondiscrimination laws is a condition precedent to its rights under this agreement and that violation of said laws may result in cancellation of this agreement.

The Contractor or any of its subcontractors, shall not utilize any employee at a District site or allow any contact between school children and any employee of Contractor when an employee has plead guilty to or been convicted of any felony crime specified under RCW 28A.400.322, as now existing or hereafter amended.

Contractor's employees who have regularly scheduled unsupervised access to children or vulnerable adults, and/or who hire employees who will have regularly scheduled unsupervised access to children or vulnerable adults, shall perform a record check through the Washington State Patrol criminal identification system and through the Federal Bureau of Investigation at the time of hiring the employee, as required by RCW 28A.400.303. The record check shall include a fingerprint check using a complete Washington state criminal identification fingerprint card. If the employee has had a record check within the previous two years, NSD may waive the requirement. NSD shall determine whether the Contractor or NSD shall pay costs associated with the record check.

Contractor's employees who have supervised access to children on an ongoing basis shall perform a multi-state background check demonstrating that the employee has no convictions for crimes listed in RCW 28A.400.322. If the employee has had a record check within the previous two years, NSD may waive the requirement. NSD shall determine whether the Contractor or NSD shall pay costs associated with the record check.

Any failure to comply with this section shall be grounds for the NSD's immediate termination of this agreement.

7. **Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters:** Contractor certifies that, to the best of their knowledge/belief that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for the award of contracts by any Federal or State governmental agency or department.

"Principals", for the purpose of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of subsidiary, division, or business segment, and similar positions).

Contractor shall provide immediate written notice to NSD if at any time during the term of this Agreement, including any renewals hereof, such certification was erroneous when made or has become erroneous by reason of changed circumstances.

Should the Contractor enter into a covered transaction with a Subcontractor or other entity at the next lower tier, the Contractor agrees by signing this Agreement that it will verify that the person with whom it intends to do business is not excluded or disqualified. The Contractor will do this by:

- (a) Checking the Federal Excluded Parties List System (EPLS); or
- (b) Collecting a certification from that person if allowed; or
- (c) Adding a clause or condition to the covered transaction with that person.

Based on such notification, or if NSD should determine at any time that this certification is false, NSD reserves the right to review the status of the organization and if necessary, terminate this Agreement.

8. **Contractor Wage Certification:** Pursuant to legislative enactment in 2017, RCW 39.26.160(2) & (4) requires responsible bidder criteria to include contractor certification that the contractor has not willfully violated Washington's wage laws.

The Contractor hereby certifies (by authorized Contractor signature to this agreement) that, this firm has NOT been determined by a final and binding citation and notice of assessment issued by the WA Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction to have willfully violated, as defined in RW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52 within three (3) years prior to the date of the above-referenced procurement contractual agreement date.

9. **Relationship of parties:** Contractor, its employees and agents are contracting with NSD as an independent contractor. This Agreement does not create any relationship with NSD of employer and employee, master and servant, principal and agent, or landlord and tenant. Contractor has no power or authority to make any statement or representation or to incur any debt, litigation or liability of any kind in the name of NSD, for it, or on its account. Contractor and persons engaged by the Contractor agree that they are not volunteers or employees of NSD in any capacity. NSD shall not be responsible for withholding or paying any taxes on behalf of Contractor, employees or agents. Contractor expressly waives any immunity or limitations (e.g. on the type or amount of damages, compensation, benefits or liability payable by Contractor) that might otherwise be afforded under any industrial insurance, worker's compensation, disability benefit or similar law, rule, regulation or order of any governmental entity having jurisdiction (including, but not limited to, the Washington Industrial Act, Title 51 of the Revised Code of Washington). Contractor shall provide an IRS Form W-9 "Request for Taxpayer Identification Number and Certification" to NSD upon request.
10. **Standard of Care:** The Work performed, findings obtained, and recommendations prepared by Contractor shall be in accordance with generally and currently accepted professional practices and standards governing recognized firms in the area engaged in similar Work, who are familiar with the Work and exercising the skill, diligence, and care required of Contractor by this Agreement.
11. **Governing Laws:** This Agreement shall be governed and construed in accordance with the laws of the State of Washington.
12. **Assignment:** Neither Contractor or NSD shall assign any right or delegate any duty under this Agreement without the prior written consent of the other. Contractor may subcontract portions of the Work to other contractors only with the prior written approval of NSD, following review and approval of an agreement regarding compensation related to such Work as set forth in this Agreement.
13. **Entire Agreement, Precedence, and Acceptance Modifications:** The terms and conditions set forth herein constitute the entire understanding of the parties relating to the provision of the Work by Contractor to NSD. All previous proposals, offers, and other communications relative to the provisions of these services by Contractor, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated by reference herein. In the event of conflict, this Agreement, as amended, shall govern. This Agreement may be modified only by a written amendment executed in writing by both parties, provided a modification of the Work by NSD pursuant to the express terms of this Agreement shall not require a separate written amendment or change order.
14. **Disputes, Attorney Fees:** The parties will first attempt to resolve any dispute regarding this Agreement by exchange of documents by senior management of the parties, who may be assisted by counsel. The parties may, as part of the informal dispute resolution process, either negotiate directly or, if mutually agreed, engage the services of a mutually acceptable mediator to assist in the settlement process. The cost of the mediator shall be shared equally by the parties. Any thereafter unresolved disputes shall be litigated in the King County Superior Court, Seattle, Washington. In any litigation, the Prevailing Party shall be entitled to receive, as part of any award or judgment, its reasonable attorneys' and experts' fees and costs incurred in handling the dispute, whether incurred prior to or after the filing of litigation.
15. **Waiver of Terms and Conditions:** The failure of Contractor or NSD in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in the Agreement or the waiver of Contractor or NSD of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.
16. **Notices:** Any notices required hereunder may be sent orally confirmed US Mail, courier service (e.g. FedEx), orally confirmed telecopy (fax), or orally confirmed email to the addresses set forth below.
17. **Severability and Survival:** Each provision of this Agreement is severable from the others. Should any provision of this Agreement be found invalid or unenforceable, such provision shall be ineffective only to the extent required by law, without invalidating the remainder of such provision or the remainder of this Agreement, provided that such effect is consistent with the fundamental purpose of this Agreement. The terms and conditions set forth herein shall survive the termination of this Agreement.
18. **Indemnification:** The Contractor shall defend, indemnify, and hold NSD, its officers, agents, employees, and volunteers harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injury or damages arising out of the performance of the Agreement but only in proportion to and to the extent such liability, loss,

expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omission of the Contractor, its officers, agents, employees or volunteers.

NSD shall defend, indemnify, and hold the Contractor, its officers, agents, employees, and volunteers harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injury or damages arising out of the performance of the Agreement but only in proportion to and to the extent such liability, loss, expenses, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omission of NSD, its officers, agents, employees or volunteers.

19. **Insurance:** If indicated below, Contractor shall, at its sole expense, purchase and maintain the insurance so indicated; and a certificate of insurance naming NSD as a certificate holder shall be provided to NSD if requested. Such insurance shall not be canceled or reduced until 30 days prior written notice has been given to NSD.

☒ Commercial General Liability with a limit of \$1,000,000 per occurrence bodily injury, personal injury and property damage v combined, including premises and operations liability, contractual liability, personal injury liability.

☒ Workers Compensation (L&I) or confirm that contractor lawfully waives coverage under workers compensation and unemployment compensation laws.

☒ Additional Insured: NSD and its officials and employees shall be included as additional insureds in all insurance.

20. **COVID-19 Protocols:** Effective October 18, 2021 all district staff must be vaccinated. The District follows WA State Department of Health guidelines.

21. **Termination:** This Agreement may be terminated by either party by giving thirty (30) days written notice to the other party; except that NSD has the right to immediately terminate this Agreement if the Contractor fails to comply with any of the contract terms. In the event of termination, neither party shall have any rights against the other except to the extent of those accrued prior to the termination date. No termination charges will apply.

NSD is committed to fulfilling its mission of strengthening our community through excellence in education. We believe that our employees, those hired through contractual services, and our volunteers should reflect and celebrate the diversity of the community that we serve. NSD is dedicated to fostering culturally inclusive environments, and to that end, all presentations and content shared with our students, staff, and community will be consistent with this belief and will not be contradictory to District Policy.

NSD and Contractor agree to the foregoing and have caused this Agreement to be executed by their duly authorized representatives as of the date set forth above.

**NORTHSHORE SCHOOL DISTRICT
ADMINISTRATOR**

CONTRACTOR: name

BY: Tracy Patterson, Chief Financial Officer

SIGNED: _____
PRINT NAME: _____

TITLE: _____
ADDRESS: 123 Main
Bothell, WA 98021
UBI NUMBER: _____
FED ID NUMBER: _____

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