



SCHOOL BOARD ACTION REPORT

DATE: March 11, 2018
FROM: Denise Juneau, Superintendent
LEAD STAFF: Wyeth Jessee, Chief of Student Support Services,
rwjessee@seattleschools.org

For Introduction: March 27, 2019
For Action: April 17, 2019

1. TITLE

Approval of Amendment to Maxim Healthcare Services Contract, RFQ02758

2. PURPOSE

This Board Action Report would approve a contract amendment with Maxim Healthcare Services, modifying the original contract amount of \$403,200 to a revised total contract amount of \$950,000 to provide behavior technicians and Board Certified Behavior Analyst (BCBA) support to fulfill required services on students' Individual Education Programs for the remainder of the 2018-19 school year for a current list of 22 students.

3. RECOMMENDED MOTION

I move that the School Board authorize the Superintendent to amend the contract with Maxim Healthcare Services, in the amount of \$546,800, under the umbrella of RFQ02758 (regarding Specially Designed Instruction), for a revised total contract amount of \$950,000 for behavior technicians and Board Certified Behavior Analyst (BCBA) support in the form of the draft Contract Amendment attached to the School Board Action Report, with any minor additions, deletions, and modifications deemed necessary by the Superintendent, and to take any necessary actions to implement the contract modification.

4. BACKGROUND INFORMATION

- a. **Background** There are currently Seattle Public Schools students with Individual Education Programs (IEPs) that require special education services that the district will be unable to provide without contracted behavior technicians and Board Certified Behavior Analyst (BCBA) support. This agency contract is for those services. This motion is being brought because of requirements around the provision of student IEP services that we are currently unable to fill with qualified district staff, and the significant increase in the number of students requiring these specific behavioral supports (from 13 to 22). Seven of these students were previously served under another contract and were moved to this provider when the other vendor stopped service. The student files associated with this contract were submitted for Safety Net reimbursement.
- b. **Alternatives** Not to approve this motion. This is not recommended because the students' legally mandated IEPs and evaluative service needs will not be met without appropriate placement. The district does not currently have district behavior technicians or Board

Certified Behavior Analyst (BCBA) support to adequately fulfill the required service minutes listed on students' Individual Education Programs.

5. FISCAL IMPACT/REVENUE SOURCE

Fiscal impact to this action will be a total of \$546,800 (amount of contract amendment).

The revenue source for this motion is State Special Education funding.

Expenditure: One-time Annual Multi-Year N/A

Revenue: One-time Annual Multi-Year N/A

6. COMMUNITY ENGAGEMENT

With guidance from the District's Community Engagement tool, this action was determined to merit the following tier of community engagement:

Not applicable

Tier 1: Inform

Tier 2: Consult/Involve

Tier 3: Collaborate

7. EQUITY ANALYSIS

This item was not taken through the Racial Equity Analysis tool.

8. STUDENT BENEFIT

Approval of this proposed action will benefit students who are identified as in need of behavior technicians and Board Certified Behavior Analyst (BCBA) support who would otherwise be inappropriately served or unable to access necessary special education services and supports to make adequate progress.

9. WHY BOARD ACTION IS NECESSARY

Amount of contract initial value or contract amendment exceeds \$250,000 (Policy No. 6220)

Amount of grant exceeds \$250,000 in a single fiscal year (Policy No. 6114)

Adopting, amending, or repealing a Board policy

Formally accepting the completion of a public works project and closing out the contract

Legal requirement for the School Board to take action on this matter

Board Policy No. _____, [TITLE], provides the Board shall approve this item

Other: _____

10. POLICY IMPLICATION

Per Policy No. 6220, Procurement, contracts over \$250,000 require Board approval. Special Education services will be provided under the contract in alignment with Policy No. 2161, Special Education. This will include programs and services that are identified in students' Individualized Education Programs (IEPs).

11. BOARD COMMITTEE RECOMMENDATION

This motion was discussed at the A & F Committee meeting on March 18, 2019. The Committee reviewed the motion and moved the item forward for consideration by the full Board.

12. TIMELINE FOR IMPLEMENTATION

Upon approval of this motion, the contract modification will be executed with Maxim Healthcare, and services will be provided per students' IEPs for the 2018-19 school year.

13. ATTACHMENTS

- Draft Contract Amendment for Maxim Healthcare Services (For Approval)
- RFQ02758 Specially Designed Instruction: Tutoring Services and other compensatory Education Services (For Reference)

SEATTLE PUBLIC SCHOOLS CONTRACT AMENDMENT FORM

| CONTRACTOR NAME AND ADDRESS (Legal Name – MUST match registered Name with Tax ID Number) | CONTRACT AMENDMENT MUST BE FULLY EXECUTED IN ADVANCE OF SERVICES | |
|--|---|--------------------------|
| PO Number (Ex: 7500000001): 75-16874 | Amendment Number: 1 | RFP/RFQ/Contract Number: |
| Name: Maxim Healthcare Services | WA Business License (UBI#): 601407644 | |
| DBA: | Phone: 425-245-9940 | Fax: |
| Address: 6021 244th St SW | E-mail: dosolovy@maxhealth.com | |
| City/State/Zip: Mountlake Terrace, WA 98043 | Vendor Number: 203937 | |

This Contract Amendment is made between the Seattle School District (“the District”) and the above-named contractor (the “Contractor”) under the above-referenced PO Number. All terms and conditions in the above referenced contract shall apply.

District employees, other than personnel in the District Financial Services Department, are not authorized to make promises for contractual services, promises for a particular period of time or promises of a particular level of payment. Any verbal or written statements to that effect by District employees other than Financial Services personnel are null and void.

| CHANGE to an existing Contract - Identify the nature of amendment (Check all that apply): <input type="checkbox"/> Extension of Time (1) <input checked="" type="checkbox"/> Dollar Amount Increase (3) <input type="checkbox"/> Dollar Amount Decrease (3) <input type="checkbox"/> Cost Center Revision (2) <input type="checkbox"/> Other (4): | | | | | | | |
|--|--|-------------|-------------|--|--|--|--|
| Explain the change in conditions since the initial contract and other applicable considerations that clearly justify the decision to amend the original contract or last approved amendment: Please see justification | | | | | | | |
| For sections 1-4 below, complete only what is relevant to the nature of your change noted above. | | | | | | | |
| 1) Last Approved End of Service Date: 8/31/2018 Revised End of Service Date: | 2) Last Approved Cost Center: Revised Cost Center: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th style="width: 70%; text-align: center;">Cost Center</th> <th style="width: 30%; text-align: center;">Amount (\$)</th> </tr> </thead> <tbody> <tr> <td style="height: 15px;"> </td> <td> </td> </tr> <tr> <td style="height: 15px;"> </td> <td> </td> </tr> </tbody> </table> | Cost Center | Amount (\$) | | | | |
| Cost Center | Amount (\$) | | | | | | |
| | | | | | | | |
| | | | | | | | |
| 3) Original Approved Contract Amount (\$): 403,200.00 Total Amount Added From Previous Mods (\$): NA Amount of Increase/Decrease for this Mod (\$): 546,800.00 | 4) Contract Language to Add or Revise (attach separate document(s), listing new exhibits, if needed): | | | | | | |
| REVISED Total Contract Amount Not to Exceed (\$): 950,000.00 | | | | | | | |

1. Capital funds may not be combined with grant or general funds; a separate Contract Amendment should be established.
2. If the modification is solely to revise budget coding, it is considered an administrative change and the contractor is not required to sign the amendment.
3. A certificate of insurance will be required if the revised total contract amount now exceeds \$50,000.

SEATTLE PUBLIC SCHOOLS CONTRACT AMENDMENT FORM

CONTRACTOR ACCEPTANCE:

Signature _____

Date _____

Printed Name _____

E-mail _____

DISTRICT USE ONLY

Except as specifically modified above, the original contract remains in force. This amendment becomes a part of the original contract when signed by the Contractor and the Seattle School District Accounting Director for amendments up to \$75,000, Chief Financial Officer (CFO) for amendments \$75,000 to \$100,000. Amendment amounts in excess of \$100,000 require the additional approval of the Superintendent. Amendments which exceed \$250,000 require the additional approval of the School Board. Amendments with an increase of more than 25% of original contract amount are required to be signed by the CFO.

CONTRACT ADMINISTRATOR:

Signature _____

Printed Name _____

Date _____

ADDITIONAL DEPT. APPROVAL (if required):

Signature _____

Printed Name _____

Date _____

ACCOUNTING DIRECTOR (All amendments):

Signature _____

Printed Name _____

Date _____

PROCUREMENT (Amendments more than \$20,000 or 25% greater than original contract amount):

Signature _____

Printed Name _____

Date _____

LEGAL (Amendments more than \$20,000 or 25% greater than original contract amount):

Signature _____

Printed Name _____

Date _____

CHIEF FINANCIAL OFFICER (Amendments more than \$20,000 or 25% greater than original contract amount up to \$100,000):

Signature _____

Printed Name _____

Date _____

SUPERINTENDENT (Over \$100,000)

Signature _____

Printed Name _____

Date _____

BOARD APPROVAL DATE (Required if amendment is over \$250,000):

Date _____

BOARD COMMITTEE INFORM DATE (For amendments with a total aggregate that exceeds \$250,000):

Date _____

FOR ACCOUNTING USE ONLY

Grant Review Approval: _____

Date: _____

Funds Encumbered (\$): _____

Date: _____

Accounting Initials: _____

JUSTIFICATION FOR CONTRACT AMENDMENT

This form is to be included if the contract amendment amount is greater than twenty-five percent (25%) of the original contract amount.

CONTRACT INFORMATION

| | |
|--|--|
| Contractor Name: Maxim Healthcare Services, Inc. | Purchase Order No./Amendment No.: 75-16874 |
| SPS Contract Owner: SPED Department | SPS Contract Owner Phone/E-mail: spedaccounts@seattleschools.org |

JUSTIFICATION SUMMARY

- 1. Amendment Purpose.** Describe the type of services that is to be included under this amendment. Amended services must align with the original contract's purpose and scope of work:

Services are consistent with the original contract: Outlines the type and cost of services Maxim is to provide for various students with MOUs between SPS and Maxim.

- 2. Specific Problem or Need.** What is the business problem or need that requires this amendment?

No business problem, however please see the point under "Contract Amendment" for further clarification.

- 3. Contract Amendment.** State the rationale for amending an existing contract rather than competitively procuring the good and/or services and awarding a new contract.

An unexpected end to another contract with a vendor that provided behavior techs and BCBA staff required instant movement of students to Maxim as Maxim was able to fill these positions/cases.

- 4. Are the proposed services under this amendment within the scope of the original contract? If the answer is "no", explain what conditions have changed since the original contract and other applicable information that clearly justifies the decision to amend the contract.**

Yes, under the scope of the original contract.

Seattle Public Schools
Contracting Services
2445 Third Avenue South
Seattle, WA 98134
Telephone: (206) 252-0566
Fax: (206) 743-3018
contractingservices@seattleschools.org

Request for Qualifications No. RFQ02758

**Specially Designed Instruction: Tutoring Services and Other
Compensatory Education Services**

for

Seattle Public Schools

Instructions

Table of Contents

1.0 INTRODUCTION 3

2.0 SCHEDULE..... 4

 2.1 Schedule of Activities.....4

3.0 QUESTIONS AND COMMUNICATION..... 4

4.0 BACKGROUND 4

5.0 PROJECT INFORMATION..... 5

6.0 SELECTION PROCESS 6

 6.1 Method of Selection6

 6.2 Notifications7

 6.3 Seattle Schools Right to Reject7

 6.4 Procedure Requirements.....7

7.0 SUBMITTAL REQUIREMENTS..... 7

 7.1 General Submittal Requirements.....7

8.0 CONTRACT AND CONTRACTING PROVISIONS 9

 8.1 Standard Form of Contract9

 8.2 Insurance.....9

 8.3 Protest Procedures9

ATTACHMENTS

1. Roster Category List
2. Compensatory Services and Rates
3. Sample Personal Services Contract
4. Additional Contract Requirements

1.0 INTRODUCTION

The Seattle School District No. 1 (“District”) is requesting Statements of Qualifications from qualified firms interested in providing specially designed instructional and supplementary services in reading, writing, math, adaptive, behavior, executive functioning, and/or study/organizational skills to eligible special education students in grades PK-12 and students in transition services (ages 18-21). These will include services from Certified Behavior Analysts, Behavior Technicians, Independent Educational Evaluations in all areas of qualification, and academic Specially Designed instruction in reading, writing, math, adaptive skills, executive functioning and study/organizational skills.

The District intends to pre-qualify multiple agencies to be placed on a roster to provide tutoring services and other compensatory services in some, or all, of the identified areas outlined in the RFQ. Students will be placed with vendors based on service need, available capacity and ability to efficiently deliver services at the specified locations and for the specified duration.

The roster will be in effect beginning approximately March 2017. Agencies approved for the roster will not need to re-submit qualifications and will remain on the roster from year to year unless otherwise determined by the District. Please note that pre-qualified placement on the roster does not guarantee any specific amount of work, and in fact may not award any work at all.

This Request for Qualifications (RFQ) describes the selection process and documentation required for submitting proposals for this project. Any firm failing to submit their proposal in accordance with the procedures set forth in the RFQ may be considered non-responsive.

The selection of the consultant for these services will proceed in the following manner:

- **Seattle Public Schools shall receive proposals no later than the due date and time specified in Section 2.1 of this RFQ.**
- A screening by the District’s Review Committee will follow resulting in a list of pre-qualified firms.
- Selection will be made solely on qualifications submitted. The District reserves the right to seek clarifications about the proposals.
- The Roster will be created and posted publically on the District website.
- The District reserves the right to accept Qualification statements after the due date for upcoming projects in the given year.

The District will select the successful firms based on the best interests of the District, all factors considered. The District reserves the right to reject any or all proposals, waive minor irregularities and informalities, and make the award in its best interest.

2.0 SCHEDULE**2.1 Schedule of Activities**

The District advertised this RFQ in the Daily Journal of Commerce on February 15 and 22, 2017. On March 6, the District accepted proposals for this roster, however because this is a rolling roster that will have two optional, annual extensions, the District is accepting qualifications on an ongoing basis throughout the term of the roster.

The District will accept qualifications submitted any time during this open period, but review and acceptance may take up to four weeks from submission.

3.0 QUESTIONS AND COMMUNICATION

All communication and/or questions shall be submitted in writing at the dates and times indicated herein to:

| | | | |
|-------------------|---|---------------------------|---|
| U.S. Mail: | Diane Navarro Contracting Services Seattle Public Schools M/S 22-337 P.O. Box 34165 Seattle, WA 98124-1165 | Physical Location: | Diane Navarro Contracting Services Seattle Public Schools M/S 22-337 2445 Third Avenue S. Seattle, WA 98134-1923 |
| Phone: | (206) 252-0566 | | |
| Fax: | (206) 743-3018 | | |
| Email: | contractingservices@seattleschools.org | | |

All questions must be submitted electronically by e-mail or fax to Contracting Services. Reference the RFQ number and project title in the subject of your email. The District will consider no telephone or in-person inquiries, except at the interviews (if deemed necessary).

Proposals must be submitted in a sealed package or box with the Request for Qualifications number and the deadline date and time included on the bottom left-hand corner of the response, along with the firm's name and address.

In the event that a firm attempts to contact any official, employee, or representative of Seattle Public Schools in any manner contrary to the above requirements, said firm may be disqualified for further consideration.

This prohibition does not apply to:

- Telephone calls to the District to request copies of this RFQ;
- Delivery of written questions about the proposal;
- Delivery of the firm's proposal.

4.0 BACKGROUND

Special education programs are non-categorical in the sense that each student is placed in the program best suited to deliver the services specified in the student's Individualized Education Program (IEP), regardless of the student's disability. The District has students who may require individualized tutoring services or other services or supports to meet their programming and Least Restrictive Environment (LRE) needs as outlined in their IEPs. Additionally, there are also students who require supplementary/compensatory services and need academic Specially Designed tutoring services provided outside of the academic day or outside of a school based setting. In both scenarios, Specially Designed Instructional services contracted by the district for these purposes require specific standards and documentation.

5.0 PROJECT INFORMATION

Awarded Agencies listed on the Roster with enrolled District students in their program shall receive an hourly rate within the District's established current fee range for respective services. Please see Attachment 2 for the types of compensatory services and average hourly rates. Each 45-minute session should be billed as one hour, which includes 15 minutes of planning and preparation time per student. Partial sessions should include prorated planning and preparation time. Providers will be reimbursed for miles driven from the vendor's location to student's service site or from service site of one District student to service site of another District student. Mileage reimbursement will be calculated based on the Federal Standard Mileage Allowance (www.currentmileagerate.com) and is the only allowable additional billable expense.

Selected providers will provide one-on-one or small group instruction and supports to students in grades PK-12 and students in transition services (ages 18-21), as delineated by the specific student need identified, and provide documentation of specific services provided, including data collection and progress monitoring if required. Providers will utilize district forms for purposes of documentation, submit invoices and track the provision of services and student attendance. Requisite training and technical assistance will be provided as necessary. Providers will coordinate scheduling of individual services and support all components of the outlined scope of services, ensuring that the final deliverables align with District expectations, as well as local, state and federal laws, regulations, policies and procedures. Instructional best practice in designated service area(s) is expected and may be monitored through observations conducted by District personnel.

The successful firm(s) selected as service providers will be expected to perform all activities related to the provision and monitoring of specific contracted specially designed instructional services on behalf of the District including, but not limited to, attendance reporting, mileage submission, tracking of services associated with any of these related activities.

Because services will be provided on an as-needed basis, exact timeframes for deployment of services cannot be identified. The District will engage pre-qualified firms as needed at the appropriate time.

The successful agencies selected for this roster will have the following responsibilities:

- Provision of services for specially designed instruction and/or supplementary services in reading, writing, math, adaptive, behavior, executive functioning, and/or study/organizational skills to eligible special education students in grades PK-12 and students in transition services (ages 18-21). These may include services from Certified Behavior Analysts, Behavior Technicians, Independent Educational Evaluations in all areas of qualification, and academic Specially Designed instruction in reading, writing, math, adaptive skills, executive functioning and study/organizational skills.

Depending on student's designated needs, these services may be provided at the student's school, a third party location, virtually, at home, or at the agency site; also depending on student need, services may occur before school, during the school day, or after school.

- Maintaining requisite state certification for staff delivering specially designed instructional services and other certification for Board Certified Behavior Analysts (BCBAs) and other related service provision.
- Ongoing progress monitoring/data collection. (Progress Reports to be developed and submitted to District, parents and school on a monthly basis).
- Submission of monthly claims for mileage reimbursement. Reimbursement will be approved from the vendor's location to student's service site or from service site of one District student to service site of another District student. Mileage reimbursement will be calculated based on the Federal Standard Mileage Allowance (currentmileagerate.com).
- Submission of monthly reports to the District showing date(s) of service, start/end time of services, number of hours, names of students served, and description of services provided.

Refer to **Additional Contract Requirements** (Attachment 3) for additional responsibilities of the agencies.

6.0 SELECTION PROCESS

6.1 Method of Selection

1. An initial screening of the proposals by the Review Committee will be conducted to identify those firms deemed to be qualified for placement on the Roster.
2. Follow-up clarifications may be conducted by the Selection Committee to confirm qualifications, or to determine an agency's ability to perform the services.
3. The District will select firms for the roster based solely on the written proposals. Firms approved for the roster shall remain on the roster from year to year unless otherwise determined by the District.
4. The following general selection criteria will be used in determining qualification:
 - Qualifications, endorsements and experience of agency's personnel, including proposed contract representative; number and names of staff that are currently employed to support the services as outlined above in project information must be listed.
 - Agency's approach and proposal for services, where shown in the submittal.
 - References with similar educational organizations.
 - A proven track record in providing Individual Education Plan based Specially Designed Instruction and/or related services and supports to students receiving services under an IEP; Progress Reports or similar documentation to be developed by vendor, but consistent with the progress monitoring outlined within the student's IEP.
 - The ability to maintain accurate and complete records necessary for documentation of performance and verification of services.

- Provide eligibility requirements:
 - WA Business License Number
 - WA Unified Business Identifier Number (UBI)
 - Federal Tax ID number
 - Proof of Insurance

6.2 Notifications

The District will provide timely notifications to firms responding to the Request for Qualifications.

6.3 Seattle Schools Right to Reject

The District reserves the right to reject any and all proposals and re-advertise the RFQ at any time prior to approval of the recommended firm and the negotiated agreement. All costs incurred in the preparation of the Request for Qualifications process shall be borne by the proposing firm. **Proposals submitted in response to this Request for Qualifications shall become the property of the District and be considered public documents under applicable Washington State laws.**

The District reserves the right to modify the scope of services as a result of the written submittals and/or interviews.

6.4 Procedure Requirements

Any firm failing to submit information in accordance with the procedures set forth herein may be considered non-responsive.

7.0 **SUBMITTAL REQUIREMENTS**

7.1 General Submittal Requirements

A. The submittal requirements shall be as follows:

The proposing firm ("firm") shall submit one (1) electronic copy of the qualifications to the District via email to: contractingservices@seattleschools.org

Please use the following format for the e-mail Subject Line:

"RFQ02758 - [Name of Firm] – SPS Roster"

The submittal shall be limited to the pages identified below, (8-1/2" x 11") single sided, and not smaller than 12 point type. Proposals exceeding page limits will not be considered.

B. Proposal Contents

1. Roster Category List. Include a completed Attachment 1, noting all service categories your agency is qualifying for.
3. Separate section with a tab: General Business Information. This section does not count towards the page limit.

Provide proof of eligibility requirements:

- Certification(s) for type of service(s) to be provided

- WA Business License
- WA Unified Business Identifier Number (UBI)
- Federal Tax ID number
- Certificate of Insurance

4. Separate section with a tab: Company Profile.

- a. Identification of firm including address, telephone number, email address and date firm(s) were established.
- b. Provide total size and breakdown of firm personnel by category; please provide an organization chart of firm.

5. Separate section with a tab: References.

- a. For references, provide the client name, address, email address, and client's project representative and telephone number for the firm's three (3) most recent projects that most closely relate to the services being proposed.

6. Separate section with a tab: Summary of Qualifications.

Provide a summary of Qualifications for how the firm meets the requirements and qualifications listed in Section 5.0 Project Information above.

7. Separate section with a tab: Capabilities.

- a. Address the team's experience in the following:
 1. Provision of services to special education students
 2. Development and implementation of a systematic, effective, and efficient data collection system
 3. Using data to inform goals and monitor progress
 4. Development or support of related documents prepared for school districts (Progress Reports, etc.)

8. Separate section with a tab: Availability and Capacity.

- a. Provide a description of the proximity of your service locations to District sites. List the times that providers will be available to provide services both during the school day and outside the school day.

9. Separate section with a tab: Approach.

- a. Describe how individuals will be selected for this project. Please include the following:
 - the quality assurance process your firm uses to screen qualified individuals, to ensure that only qualified candidates are referred, and to assure that candidates are a good fit with the agency,
 - the average time it takes your firm to provide qualified applicants to the agency,

- b. Describe how work will be distributed among select providers (geographic region, areas of service, provider caseload, areas of expertise, continuity of provider, etc.).

10. Separate Section with a tab: Rates and Fees.

The District will review submissions from agencies to generate an appropriate range from which to derive a competitive cost basis for the provision of tutoring services by the agencies.

Please note that the District reserves the right to ask questions and seek clarifications about the Proposal.

8.0 CONTRACT AND CONTRACTING PROVISIONS

8.1 Standard Form of Contract

A sample of the District's Personal Services Contract is attached. The proposal should include any comments or requested changes. **Please note: The District reserves the right to reject any firm that is not willing to accept the District's terms and conditions as noted in the standard form of contract.**

8.2 Insurance

General liability insurance coverage of at least \$1M will be required. Projects that include direct access to students may require at least \$1M sex abuse/molestation coverage.

8.3 Protest Procedures

1. Any actual or prospective Vendor who is aggrieved in connection with the solicitation or award of this contract may protest to the District in accordance with the procedures set forth herein. Protests based on the terms in this Request for Qualifications, which are apparent prior to the date established for submitting the proposal must be received seven (7) days prior to the submittal deadline. Protests based on other events must be received within three (3) working days after the aggrieved person knows, or should have known, of the facts and circumstances upon which the protest is based; provided, however, that in no event shall a protest be considered if all proposals are rejected or if the protest is received after the award for this contract.
2. In order to be considered, a protest shall be in writing and shall include: (1) the name and address of the aggrieved person; (2) the contract title under which the protest is submitted; (3) a detailed description of the specific grounds for protest and any supporting documentation; (4) and the specific ruling or relief requested. In addition, in the event the protesting party asserts its responsibility as a ground for protest, it must address in detail each of the matters addressed in the Owner's reasoning as to why the protesting party has been determined not responsible in its written protest.

The written protest shall be mailed to:

JoLynn Berge
Assistant Superintendent for Business and Finance

Seattle School District No.1
MS 33-300
P.O. Box 34165
Seattle, WA 98124

Or delivered to:

JoLynn Berge
Assistant Superintendent for Business and Finance
Seattle School District No.1
MS 33-300
2445 3rd Avenue South
Seattle, WA 98134

And shall be labeled: "Protest"

3. Upon receipt of a written protest, the District shall promptly consider the protest. The District may give notice of the protest and its basis to other persons, including Proposers involved in or affected by the protest; such other persons may be given an opportunity to submit their views and relevant information. If the protest is not resolved by mutual agreement of the aggrieved person and the District, the District will promptly issue a decision in writing stating the reasons for the action taken. A copy of the decision shall be mailed by certified mail, return receipt requested, or otherwise promptly furnished to the aggrieved person and any other interested parties. The District decision may be appealed to the Superintendent by written notice together with all supportive evidence, received at the address set forth in paragraph 2, not more than two (2) working days after receipt of the decision. The Superintendent's decision shall be final and conclusive.
4. Strict compliance with the protest procedures set forth herein is essential in furtherance of the public interest. Any aggrieved party that fails to comply strictly with these protest procedures is deemed, by such failure, to have waived and relinquished forever any right or claim with respect to alleged irregularities in connection with the solicitation or award. No person or party may pursue any action in court challenging the solicitation or award of this contract without first exhausting the administrative procedures specified herein and receiving the District's final decision.
5. Any Proposer submitting a proposal shall be deemed to have accepted these procedures.

End of Request for Qualifications

ATTACHMENTS

1. Roster Category List
2. Compensatory Services and Rates
3. Sample Personal Services Contract
4. Additional Contract Requirements