



Washington Student Achievement Council

SOLE SOURCE POSTING

Washington Student Achievement Council (herein referred to as WSAC) is intent on awarding a sole source contract to Resource Data Inc. (herein referred to as RDI) to provide IT Client/Server and Web Services in the form of application development, maintenance, and support services to maintain and enhance the functioning of the Career Connect Learning Online Statewide Directory (CCL Directory).

WSAC through its contract with RDI, designed and developed a web-based directory of career-connected learning programs for use by students, parents, educators, and industry. The directory supports the efforts of Career Connect Washington (CCW), a coalition of industry, labor, education, and community leaders who are creating work-based and academic programs for young people to explore, learn, and earn money and college-level credit. CCW is a unique statewide initiative that brings together dozens of stakeholders, aligns state agency efforts and leverages existing programs to ensure that all Washington youth can participate in career connected experiences to prepare them for college and career.

The directory is now a destination website for users to search CCW programs, along with information on available equity supports that can also be easily integrated into other public and private sites where CCW program information would be an appropriate addition. The audiences for this website include students, parents, teachers, guidance counselors, school administrators, and employers.

The goal of this contract is to support the efficient and continuous functioning of the directory and to further enhance the directory data model to develop a simple user-friendly site using existing state data systems. This may include exploring and potentially integrating data from CCW partners.

RDI developed the CCW directory in WordPress and is very familiar with its architecture, programming coding, and interfaces with existing state resources and databases WSAC subscribes to. Given the complexity of this project, the lead time would be lengthy for another vendor to come up to speed and be facile enough to quickly diagnose and fix issues with the directory's functionality.

Given the speed at which CCW has grown, there is new language, new programs, new data to measure, and new processes in which data is being captured. RDI already has a comprehensive understanding of both the big picture of CCW, as well as the detailed and technological requirements needed for the CCW directory. It would take significant time for a new vendor to learn about both the CCW subject matter and the technical aspects of the directory, jeopardizing the functioning of the directory during a transition period.

The contract will be issued on or about July 1, 2022 through June 30, 2023. The dollar value is estimated at \$106,508.

Offerors contemplating the above requirements are required to submit capability statements detailing their ability to meet the requirements by 5:00 p.m. on April 14, 2022.

In the absence of other qualified sources, it is WSAC's intent to make a sole source award of the contract.

To submit capability statements or for information, contact:

Contact Name: Ellen Matheny

E-mail: ellenm@wsac.wa.gov

Contract No. 23PR226

**Contract for Professional Services
between the
State of Washington
Washington Student Achievement Council
and
Resource Data, Inc.**

This Contract is made and entered into by and between the state of Washington, Washington Student Achievement Council, hereinafter referred to as the "**AGENCY**," and the below named firm, hereinafter referred to as "**CONTRACTOR**."

Resource Data, Inc.

Jason Mancuso, Branch Manager
1220 SW Morrison Street Suite 210
Portland OR 97205
Phone: (503) 208-3693
Email: jmancuso@resourcedata.com
Federal TIN: 92-0131155
WA State UBI Number: 602867798

PURPOSE

The purpose of this contract is to support the maintenance of and enhancements to the Career Connected Learning Statewide Online Directory (CCL Directory).

SCOPE OF WORK

- A. Attachment A, attached hereto and incorporated by reference, contains the *General Terms and Conditions* governing work to be performed under this contract, the nature of the working relationship between the AGENCY and the CONTRACTOR, and specific obligations of both parties.
- B. The CONTRACTOR will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below and described in detail in the CONTRACTOR'S proposal dated March 25, 2022, attached as Attachment B.
- C. The CONTRACTOR shall produce the following written reports or other written documents (deliverables) by the dates indicated below.

Weekly Report – Contains list of work tasks accomplished, work hours invested, and issues needing resolution. Submit no later than Monday at 5:00 PM (Pacific Time) for the work accomplished during the previous week.

All written reports required under this contract must be delivered to Ellen Matheny, the Contract Manager, in accordance with the schedule above.

PERIOD OF PERFORMANCE

The period of performance under this contract will be from 7/1/2022, or date of execution, whichever is later, through 6/30/2023.

The provisions of Chapter 39.26 RCW require the AGENCY to file this sole source professional service contract with the Department of Enterprise Services (DES) for approval. No contract so filed is effective nor shall work commence under it until the tenth (10th) working day following the date of filing or until DES approval, whichever is later. The AGENCY is also required to provide notice of this sole source professional services contract opportunity by posting notice on the state's enterprise vendor registration and bid notification system (WEBS). No contract so posted is effective, nor shall work commence under it, until the fifth (5th) working day following the date of posting. Further, the AGENCY is required to make this sole source professional services contract available for public inspection by posting this contract on the AGENCY's website. No contract so posted is effective, nor shall work commence under it, until the tenth (10th) working day following the date of posting.

COMPENSATION

Total compensation payable to CONTRACTOR for satisfactory performance of the work under this contract shall not exceed one hundred six thousand five hundred eight (\$106,508) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

CONTRACTOR'S compensation for services rendered shall be based on the hourly rates as listed in Attachment B.

BILLING PROCEDURES AND PAYMENT

AGENCY will pay CONTRACTOR upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Contract Manager monthly.

The invoices shall describe and document, to the AGENCY'S satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the contract reference number 23PR226.

Invoices will be based on hours worked. Payment will be approved by the AGENCY following AGENCY's review and verification that the CONTRACTOR has performed the work as detailed herein. A timesheet detailing all work performed broken down to the quarter hour must be maintained by the CONTRACTOR. Deliverables and detail must show a direct correlation to the work listed in this contract.

Name	Performance Period		Hours	Hourly Rate	Extended Cost
	From	To			
[Name]	[mm/dd/yyyy]	[mm/dd/yyyy]			
[Name]	[mm/dd/yyyy]	[mm/dd/yyyy]			
[Name]	[mm/dd/yyyy]	[mm/dd/yyyy]			
[Name]	[mm/dd/yyyy]	[mm/dd/yyyy]			
Maximum Compensation					\$106,508

Payment shall be considered timely if made by the AGENCY within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CONTRACTOR.

The AGENCY may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the AGENCY.

CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this contract.

CONTRACTOR Contract Manager	AGENCY Contract Manager
Jason Mancuso, Branch Manager Resource Data, Inc. 1220 SW Morrison Street Suite 210 Portland OR 97205 Phone: (503) 208-3693 Email address: jmancuso@resourcedata.com	Ellen Matheny Washington Student Achievement Council 917 Lakeridge Way SW PO Box 43430 Olympia WA 98504-3430 Phone: (360) 485-1216 Email address: ellenm@wsac.wa.gov

INSURANCE

CONTRACTOR shall, during the term of this Contract, maintain in full force and effect, the insurance described in this section. CONTRACTOR shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the state of Washington and having a rating of A-, Class VII or better, in the most recently published edition of *Best's Reports*. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by this Contract, CONTRACTOR shall provide written notice of such to AGENCY within one (1) Business Day of CONTRACTOR's receipt of such notice. Failure to buy and maintain the required insurance may, at AGENCY's sole option, result in this Contract's termination.

The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

1. Commercial general liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
2. Business automobile liability (owned, hired, or non-owned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than \$1 million per accident;
3. Employers liability insurance covering the risks of CONTRACTOR's employees' bodily injury by accident or disease with limits of not less than \$1 million per accident for bodily injury by accident and \$1 million per employee for bodily injury by disease;
4. Umbrella policy providing excess limits over the primary policies in an amount not less than \$3 million;
5. Professional liability errors and omissions, with a deductible not to exceed \$25,000, and coverage of not less than \$1 million per occurrence/\$2 million general aggregate; and
6. Crime coverage with a deductible not to exceed \$1 million, and coverage of not less than \$5 million single limit per occurrence and \$10 million in the aggregate, which shall at a minimum cover occurrences falling in the following categories: computer fraud and cyber-attacks; forgery; money and securities; and employee dishonesty.

All insurance provided by CONTRACTOR shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State and shall include a severability of interests (cross-liability) provision.

CONTRACTOR shall include all Subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each Subcontractor. Subcontractor(s) shall comply fully with all insurance requirements stated herein. Failure of Subcontractor(s) to comply with insurance requirements does not limit CONTRACTOR's liability or responsibility. CONTRACTOR shall furnish to AGENCY copies of certificates of all required insurance within thirty (30) calendar days of this Contract's Effective Date, and copies of renewal certificates of all required insurance within thirty (30) days after the renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at AGENCY's sole option, result in this Contract's termination.

By requiring insurance herein, AGENCY does not represent that coverage and limits will be adequate to protect CONTRACTOR. Such coverage and limits shall not limit CONTRACTOR's liability under the indemnities and reimbursements granted to AGENCY in this Contract.

ASSURANCES

AGENCY and the CONTRACTOR agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state, and local laws, rules, and regulations.

ORDER OF PRECEDENCE

Each of the attachments listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state of Washington statutes and regulations
2. Special terms and conditions as contained in this basic contract instrument
3. Attachment A – General Terms and Conditions
4. Attachment B – Contractor's Proposal dated March 25, 2022
5. Any other provision, term or material incorporated herein by reference or otherwise incorporated

ENTIRE AGREEMENT

This contract, including referenced attachments, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

APPROVAL

This contract shall be subject to the written approval of the AGENCY'S authorized representative and shall not be binding until so approved. If this is a Sole Source Contract and unless otherwise exempt, it is not binding until approved by the Department of Enterprise Services, and until other posting requirements have been met. This contract was filed with DES on 4/7/2022, posted on the Washington State enterprise vendor registration and bid notification system on 4/7/2022, and posted on the AGENCY's website on 4/7/2022. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

THIS CONTRACT, consisting of 6 pages and 2 attachment(s), is executed by the persons signing below, who warrant they have the authority to execute the contract.

Resource Data, Inc.

Washington Student Achievement Council

Signature

Signature

Title

Date

Title

Date

APPROVED AS TO FORM:

Assistant Attorney General

Date

CONTRACT NO. 23PR226 ATTACHMENT A

GENERAL TERMS AND CONDITIONS

DEFINITIONS

As used throughout this contract, the following terms shall have the meaning set forth below:

- A. "AGENCY" shall mean the Washington Student Achievement Council of the State of Washington, any division, section, office, unit or other entity of the AGENCY, or any of the officers or other officials lawfully representing that AGENCY.
- B. "AGENT" shall mean the Executive Director of the Washington Student Achievement Council, and/or the delegate authorized in writing to act on the Executive Director's behalf.
- C. "CONTRACTOR" shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the CONTRACTOR.
- D. "SUBCONTRACTOR" shall mean one not in the employment of the CONTRACTOR, who is performing all or part of those services under this contract under a separate contract with the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.

ACCESS TO DATA

In compliance with RCW 39.26.180, the CONTRACTOR shall provide access to data generated under this contract to AGENCY, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the CONTRACTOR'S reports, including computer models and methodology for those models.

ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the AGENCY.

AMENDMENTS

This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The CONTRACTOR must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

ASSIGNMENT

Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the CONTRACTOR without prior written consent of the AGENCY.

ATTORNEYS' FEES

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

CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The CONTRACTOR shall not use or disclose any information concerning the AGENCY, or information that may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the AGENCY, or as may be required by law.

CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by the AGENT that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

In the event this contract is terminated as provided above, the AGENCY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of the AGENCY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the AGENT makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

COPYRIGHT PROVISIONS

Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the AGENCY. The AGENCY shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, CONTRACTOR hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the AGENCY effective from the moment of creation of such materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, CONTRACTOR hereby grants to the AGENCY a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The CONTRACTOR warrants and represents that CONTRACTOR has all

rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the AGENCY.

The CONTRACTOR shall exert all reasonable effort to advise the AGENCY, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract.

The AGENCY shall receive prompt written notice of each notice or claim of infringement received by the CONTRACTOR with respect to any data delivered under this contract. The AGENCY shall have the right to modify or remove any restrictive markings placed upon the data by the CONTRACTOR.

COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the CONTRACTOR for securing business.

The AGENCY shall have the right, in the event of breach of this clause by the CONTRACTOR, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

DISALLOWED COSTS

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

DISPUTES

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with AGENT.

1. The request for a dispute hearing must:
 - Be in writing;
 - State the disputed issue(s);
 - State the relative positions of the parties;
 - State the CONTRACTOR'S name, address, and contract number; and
 - Be mailed to the AGENT and the other party's (respondent's) contract manager within 3 working calendar days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both the agent and the requester within 5 working calendar days.
3. The AGENT shall review the written statements and reply in writing to both parties within 10 working days. The AGENT may extend this period if necessary by notifying the parties.

4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable ADR method in addition to the dispute resolution procedure outlined above.

DUPLICATE PAYMENT

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

GOVERNING LAW

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

INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

CONTRACTOR'S obligations to indemnify, defend, and hold harmless includes any claim by CONTRACTORS' agents, employees, representatives, or any subcontractor or its employees.

CONTRACTOR expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to CONTRACTOR'S or any subcontractor's performance or failure to perform the contract. CONTRACTOR'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

CONTRACTOR waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

INDEPENDENT CAPACITY OF THE CONTRACTOR

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

INDUSTRIAL INSURANCE COVERAGE

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

LICENSING, ACCREDITATION AND REGISTRATION

The CONTRACTOR shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

LIMITATION OF AUTHORITY

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

NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

In the event of the CONTRACTOR'S non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts with the AGENCY. The CONTRACTOR shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

NONDISCRIMINATION

During the performance of this contract, the CONTRACTOR shall comply with all federal and state nondiscrimination laws, regulations and policies.

PRIVACY

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. CONTRACTOR shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as otherwise required by law.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The CONTRACTOR agrees to indemnify and hold harmless the AGENCY for any damages related to the CONTRACTOR'S unauthorized use of personal information.

PUBLICITY

The CONTRACTOR agrees to submit to the AGENCY all advertising and publicity matters relating to this contract wherein the AGENCY'S name is mentioned or language used from which the connection of the AGENCY'S name may, in the AGENCY'S judgment, be inferred or implied. The CONTRACTOR agrees not to publish or use such advertising and publicity matters without the prior written consent of the AGENCY.

RECORDS MAINTENANCE

The CONTRACTOR shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

CONTRACTOR shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by the AGENCY, personnel duly authorized by the AGENCY, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

REGISTRATION WITH DEPARTMENT OF REVENUE

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

RIGHT OF INSPECTION

The CONTRACTOR shall provide right of access to its facilities to the AGENCY, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

SAVINGS

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

SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

SITE SECURITY

While on AGENCY premises, CONTRACTOR, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

SUBCONTRACTING

Neither the CONTRACTOR nor any SUBCONTRACTOR shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the AGENCY. In no event shall the existence of the subcontract operate to release or reduce the liability of the contractor to the Department for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this contract.

Additionally, the CONTRACTOR is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law.

TAXES

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

TERMINATION FOR CAUSE

In the event the AGENCY determines the CONTRACTOR has failed to comply with the conditions of this contract in a timely manner, the AGENCY has the right to suspend or terminate this contract. Before suspending or terminating the contract, the AGENCY shall notify the CONTRACTOR in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the CONTRACTOR shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

The AGENCY reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the CONTRACTOR from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the CONTRACTOR or a decision by the AGENCY to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the CONTRACTOR: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the AGENCY provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

TERMINATION FOR CONVENIENCE

Except as otherwise provided in this contract, the AGENCY may, by 10 calendar days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this contract is so terminated, the AGENCY shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

TERMINATION PROCEDURES

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

The AGENCY shall pay to the CONTRACTOR the agreed upon price, if separately stated, for completed work and services accepted by the AGENCY, and the amount agreed upon by the CONTRACTOR and the AGENCY for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by the AGENCY, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AGENT shall determine the extent of the liability of the AGENCY. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The AGENCY may withhold from any amounts due the CONTRACTOR such sum as the AGENT determines to be necessary to protect the AGENCY against potential loss or liability.

The rights and remedies of the AGENCY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the AGENT, the CONTRACTOR shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to the AGENCY, in the manner, at the times, and to the extent directed by the AGENT, all of the rights, title, and interest of the CONTRACTOR under the orders and subcontracts so terminated, in which case the AGENCY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AGENT to the extent AGENT may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to the AGENCY and deliver in the manner, at the times, and to the extent directed by the AGENT any property which, if the contract had been completed, would have been required to be furnished to the AGENCY;
6. Complete performance of such part of the work as shall not have been terminated by the AGENT; and

7. Take such action as may be necessary, or as the AGENT may direct, for the protection and preservation of the property related to this contract, which is in the possession of the CONTRACTOR and in which the AGENCY has or may acquire an interest.

TREATMENT OF ASSETS

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

WAIVER

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by authorized representative of the AGENCY.

CONTRACT NO. 23PR226

ATTACHMENT B

CONTRACTOR'S PROPOSAL

Resource Data, Inc.

Dated: March 25, 2022

PROPOSAL

Washington Student Achievement Council

CCL Directory Technical Support &
Enhancements for 2022-2023 Fiscal Year

3/25/2022

Developed by

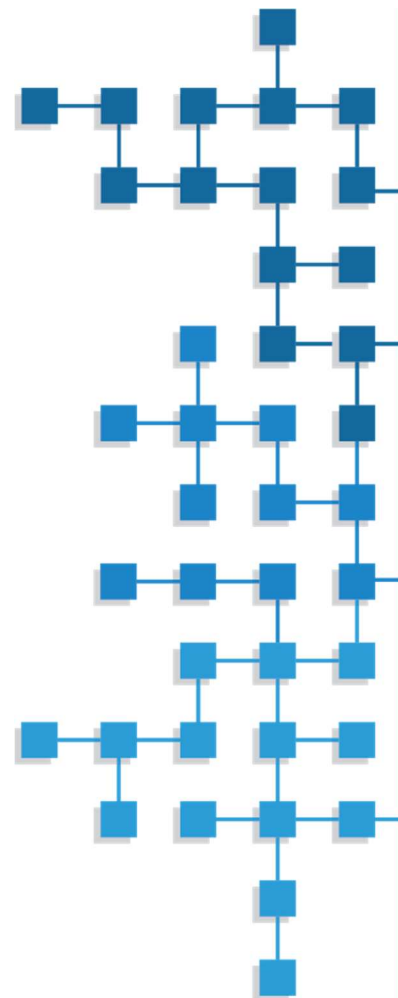


Jason Mancuso, Portland Branch Manager

1220 SW Morrison St #210, Portland, OR 97205

(503) 208-3693

jmancuso@resourcedata.com



Contents

Scope of Work	1
Cost Estimate	2
Attachment A: Hosting Service Catalog	5

Scope of Work

We will provide on-going support of the CCL Directory for a 1-year period. In addition, we will continue to work with the Agency to identify and implement enhancements and new features at the Agencies direction. Further details about this work are included in the sections below.

CCL Directory Maintenance & Support

To ensure the CCL Directory continues to function as expected, we will provide on-going support and maintenance of the application and AWS hosting environment. Maintenance & support tasks will include but are not limited to the following services:

- a. Bug fixes
- b. Addressing User Experience (UX) and User Interface Design (UI) improvements
- c. Responding to user complaints
- d. Maintaining and supporting the AWS environment (refer to [Attachment A](#) for more details)
- e. Monitoring data feeds, analytics, usage (Aunt Bertha, L&I feeds, etc.)
- f. Update documentation as needed

AWS Disaster Recovery

We will initiate and configure an AWS account for disaster recovery (DR). Then we will configure the data transfer method and test it. Finally, we will provide basic documentation and up to four hours of training. As part of this effort, our team will complete the following tasks:

- a. Procure YubiKey
- b. Initiate DR account and configure baseline security
- c. Configure S3 bucket
- d. Configure alerting
- e. Configure CCL directory production backups
- f. Configure data transfer method to DR S3 bucket
- g. Configure code repository copy to S3 bucket
- h. Provide a one- to two-page document describing the DR account and the data routinely copied and provide up to four hours of training

CCL Directory Enhancements

In addition to maintaining and supporting the CCL Directory, we will work with CCW to identify and prioritize enhancements to improve the CCL Directory user interface and user experience. Examples of enhancements currently in CCW's Jira backlog targeted for the 2022-2023 fiscal year include:

Table 1: Jira Backlog

Issue Id	Summary (refer to Jira for details)
WCOD-448	Add Aunt Bertha tab selection events to Google Tag Manager
WCOD-417	Duplicate Career Prep/Explore Application Function
WCOD-416	Create Career Prep/Explore Application List View Page
WCOD-414	Duplicate Career Launch Application Function
WCOD-390	Integrate Explore/Prep Form into Portal
WCOD-377	Data Import Email Notifications
WCOD-355	Directus On-Demand Report of API Usage
WCOD-170	Start and End Dates for Career Launch programs need to be defined
WCOD-164	Shouldn't be able to enter a PO box for a Physical Address
WCOD-152	Entry of Location on Contact Address requires double data entry of address
WCOD-129	Design and Implement accessibility solution for maps appearing in the UI widgets
WCOD-444	Incorporate an RSS feed from the WA Workforce Portal
WCOD-529	Improve the search/filters in the Directory

Cost Estimate

The table below shows a breakdown of costs associated with the scope of work described above, which includes analysis, testing, training, and project management. Work will proceed on a time-and-materials basis. We will bill monthly for actual hours worked at the hourly rates of the team members performing the work, up to the total not-to-exceed budget listed below. If we anticipate any overruns, we will contact you promptly so you can decide to stop work, add to the budget, or adjust the remaining scope.

Estimated Cost

Task	Hours	Cost
CCL Directory Maintenance & Support	403	\$53,472.00

AWS Disaster Recovery Account	42	\$5,780.00
CCL Directory Enhancements	358	\$47,256.00
Project Total	803	\$106,508.00

Costs were estimated using the following hourly rates. Hourly rates are inclusive of all staff costs and expenses expected for the project.

Hourly Rates

Position	Rate
Sr. Project Manager	\$155
Technical Lead	\$140
Sr. Systems Engineer	\$125
Sr. Programmer/Analyst	\$115
Programmer/Analyst	\$90
UI/UX Developer	\$90

Assumptions

- Assumptions specific to the “CCL Directory Enhancements” task include:
 - The cost estimate is based on the enhancements defined in the CCL Directory Jira Backlog.
- Assumptions specific to the AWS Disaster Recovery task include:
 - WSAC will supply a billing method for the DR account.
 - Only database backups and code repository will be copied into the DR account.
 - No recovery procedure will be developed or tested. Testing covers only that database backups and code repository are automatically copied into DR account.
 - For documentation, we will produce a one- to two-page document describing the DR account and the data routinely copied.
 - Training for the DR account will not exceed four hours.

Attachment A: Hosting Service Catalog

Category: Incident Management

Incident Management

Included: **Frequency**

☒ Yes ☒ As requested

☐ No

Resource Data will undertake to identify and resolve the cause of WSAC-reported incidents in accordance with this SLA.

Asset	Description	Owner
All assets contained within the WSAC application AWS accounts		WSAC

Category: Data Protection

Data Backup

Included: **Frequency:**

☐ Yes ☐ Daily ☐ Weekly ☐ Monthly ☐ Quarterly ☐ Semi-annual

☒ No ☐ Annual ☐ As-requested ☐ Other (specify):

Resource Data will manually perform a backup operation of production data to backup media in accordance with the above-stated frequency. (Details need to be defined on a case-by-case basis.) The assets to which these services will apply are:

Asset	Description	Owner
N/A		

Backup Monitoring

Included:

- ☒ Yes
☐ No

Frequency:

- ☒ Daily ☐ Weekly ☐ Monthly ☐ Quarterly ☐ Semi-annual
☐ Annual ☐ As-requested ☐ Other (specify):

Resource Data will review output from automated backup systems in accordance with the above-stated frequency. In the event of a problem, Resource Data will initiate an Incident Report and undertake efforts to identify and resolve the cause of the problem. The assets to which these services will apply are:

Asset	Description	Owner
AWS Production Environment	Production MySQL Instance	WSAC
AWS Test Environment	Test MySQL Instance	WSAC

Data Archive

Included:

- ☐ Yes
☒ No

Frequency:

- ☐ Daily ☐ Weekly ☐ Monthly ☐ Quarterly ☐ Semi-annual
☐ Annual ☐ As-requested ☐ Other (specify):

Resource Data will store archive data:

Asset	Description	Owner
N/A		

Disaster Recovery Monitoring

Included:

- ☒ Yes
☐ No

Frequency:

- ☒ Daily ☐ Weekly ☐ Monthly ☐ Quarterly ☐ Semi-annual
☐ Annual ☐ As-requested ☐ Other (specify):

Resource Data will review output from automated disaster recovery systems in accordance with the above-stated frequency. In the event of a problem, Resource Data will initiate an Incident Report and undertake efforts to identify and resolve the cause of the problem. The assets to which these services will apply are:

Asset	Description	Owner
AWS Relational Database Service (RDS) backup data	System to ship RDS backup data to disaster recovery account will send daily emails	WSAC
Code repository backup data	System to ship code repository data to disaster recovery account will send daily emails	WSAC

Backup Restore Testing

Included:

Frequency:

- ☒ Yes
 ☐ Daily
 ☐ Weekly
 ☐ Monthly
 ☒ Quarterly
 ☐ Semi-annual
☐ No
☐ Annual
☐ As-requested
☐ Other (specify):

Resource Data will, in accordance with the above-stated frequency, restore data from RDS to verify that the server configuration and data is recoverable. The assets to which these services will apply are:

Asset	Description	Owner
AWS Test Environment	Restore RDS snapshot to new database and verify data.	WSAC

Archive Restore Testing

Included:

Frequency:

- ☐ Yes
 ☐ Daily
 ☐ Weekly
 ☐ Monthly
 ☐ Quarterly
 ☐ Semi-annual
☒ No
☐ Annual
☐ As-requested
☐ Other (specify):

Resource Data will, in accordance with the above-stated frequency, restore data from archive media to verify that the data is recoverable. The assets to which these services will apply are:

Asset	Description	Owner
N/A		

Disaster Recovery Drill

Included:

☒ Yes

☐ No

Frequency:

☐ Daily

☐ Weekly

☐ Monthly

☐ Quarterly

☐ Semi-annual

☒ Annual

☐ As-requested

☐ Other (specify):

Resource Data will, in accordance with the above-stated frequency, verify that disaster recovery systems can restore services outside of normal operations. The assets for which these services will apply are:

Asset	Description	Owner
Production AWS Environment	Once annually, Resource Data will conduct a drill to recover the system within the Disaster Recovery AWS account and verify that the data available is workable.	WSAC

Category: Monitoring

Third Party Internet Monitoring

Included:

☐ Yes

☒ No

Frequency:

☐ Daily

☐ Weekly

☐ Monthly

☐ Quarterly

☐ Semi-annual

☐ Annual

☐ As-requested

☐ Other (specify):

Resource Data will monitor, in accordance with the above-stated frequency, internet circuits leased through a third-party service interruption. In the event of service interruption, Resource Data will initiate an Incident Report and being to undertake efforts to identify and resolve the cause of the incident. The assets to which these services will apply are:

Asset	Description	Owner
N/A		

Application Monitoring

Included:

☒ Yes

Frequency:

☒ Daily

☐ Weekly

☐ Monthly

☐ Quarterly

☐ Semi-annual

Included:**Frequency:**

☐ No ☐ Annual ☐ As-requested ☐ Other (specify):

Resource Data will monitor, in accordance with the above-stated frequency, server-based applications for service interruptions. In the event of service interruption, RDI will initiate an Incident Report and undertake efforts to identify and resolve the cause of the service interruption. The assets to which these services will apply are:

Asset	Description	Owner
Production AWS Environment	CCL Directory will be monitored for HTTP response failure.	WSAC

Category: Maintenance

Server Operating System Patching Monitoring

Included:**Frequency:**

☒ Yes ☐ Daily ☐ Weekly ☐ Monthly ☒ Quarterly ☐ Semi-annual
☐ No ☐ Annual ☐ As-requested ☐ Other (specify): Critical Updates

Resource Data will monitor automatic installation of vendor-supplied server operating system patches in accordance with the above-stated frequency. The assets to which these services will apply are:

Asset	Description	Owner
AWS Production Environment	Online Directory Production (Elastic Beanstalk)	WSAC
	Directus Production (Elastic Beanstalk)	WSAC
AWS Test Environment	Online Directory Test (Elastic Beanstalk)	WSAC
	Directus Test (Elastic Beanstalk)	WSAC
Windows-Jump-Host	Host for Database Management	WSAC

Workstation Operating System Patching

Included:

☐ Yes

☒ No

Frequency:

☐ Daily

☐ Weekly

☐ Monthly

☐ Quarterly

☐ Semi-annual

☐ Annual

☐ As-requested

☐ Other (specify):

Resource Data will install vender-supplied workstation operating system patches in accordance with the above-stated frequency. The assets to which these services will apply are:

Asset	Description	Owner
N/A		

Server Application Patching

Included:

☐ Yes

☒ No

Frequency:

☐ Daily

☐ Weekly

☐ Monthly

☐ Quarterly

☐ Semi-annual

☐ Annual

☐ As-requested

☐ Other (specify): Critical Updates

Resource Data will verify that AWS-supplied patches for application software residing on servers in accordance with the above-stated frequency.

Asset	Description	Owner
N/A		

Workstation Application Patching

Included:

☐ Yes

☒ No

Frequency:

☐ Daily

☐ Weekly

☐ Monthly

☐ Quarterly

☐ Semi-annual

☐ Annual

☐ As-requested

☐ Other (specify):

Resource Data will install vender-supplied patches for application software residing on workstations in accordance with the above-stated frequency. The assets to which these services will apply are:

Asset	Description	Owner
N/A		

Infrastructure Firmware Patching

Included:☐ Yes☒ No**Frequency:**☐ Daily☐ Weekly☐ Monthly☒ Quarterly☐ Semi-annual☐ Annual☐ As-requested☒ Other (specify): Critical Updates

Resource Data will install vendor-supplied firmware patches on hardware in accordance with the above-stated frequency. The assets to which these services will apply are:

Asset	Description	Owner
N/A		

Disaster Recovery System Maintenance

Included:☒ Yes☐ No**Frequency:**☐ Daily☐ Weekly☐ Monthly☐ Quarterly☐ Semi-annual☒ Annual☐ As-requested☐ Other (specify): Critical Updates

Resource Data will install vendor-supplied firmware patches on hardware in accordance with the above-stated frequency. The assets to which these services will apply are:

Asset	Description	Owner
Disaster Recovery AWS account	Login to DR account to verify access, and check to see if any outstanding issues need to be addressed	
Database data copying process	Review database copying process and recommend any improvements	
Code repository copying process	Review code repository copying process and recommend any improvements	

Category: Security

Security Audit

Included:☐ Yes☒ No**Frequency:**☐ Daily☐ Weekly☐ Monthly☐ Quarterly☐ Semi-annual☐ Annual☐ As-requested☐ Other (specify):

Resource Data will perform a security audit to determine potential security vulnerabilities in accordance with the above-stated frequency. The assets to which these services will apply are:

Asset	Description	Owner
N/A		

Penetration Testing

Included:☐ Yes☒ No**Frequency:**☐ Daily☐ Weekly☐ Monthly☐ Quarterly☐ Semi-annual☐ Annual☐ As-requested☐ Other (specify):

Resource Data will perform penetration testing on systems to determine network-based security vulnerabilities in accordance with the above-stated frequency. The assets to which these services will apply are:

Asset	Description	Owner
N/A		

Malware Monitoring

Included:☐ Yes☒ No**Frequency:**☐ Daily☐ Weekly☐ Monthly☐ Quarterly☐ Semi-annual☐ Annual☐ As-requested☐ Other (specify):

Resource Data will review output from automated malware-prevention systems in accordance with the above-stated frequency. In the event of a problem, Resource Data will initiate an Incident Report and undertake efforts to identify and resolve the cause of the problem. The assets to which these services will apply are:

Asset	Description	Owner
N/A		

Category: Lifecycle Management

Hardware Lifecycle

Included:

- ☐ Yes
☒ No

Frequency:

- ☐ Daily ☐ Weekly ☐ Monthly ☐ Quarterly ☐ Semi-annual
☐ Annual ☐ As-requested ☐ Other (specify):

Resource Data will, in accordance with the above-stated frequency, review hardware purchase dates and recommend courses of action. The assets to which these services will apply are:

Asset	Description	Owner
N/A		

Hardware Warranty

Included:

- ☐ Yes
☒ No

Frequency:

- ☐ Daily ☐ Weekly ☐ Monthly ☐ Quarterly ☐ Semi-annual
☐ Annual ☐ As-requested ☐ Other (specify):

Description: Resource Data will, in accordance with the above-stated frequency, review the warranty status on hardware and recommend courses of action. The assets to which these services will apply are:

Asset	Description	Owner
N/A		

Software Lifecycle

Included:

- ☒ Yes
☐ No

Frequency:

- ☐ Daily ☐ Weekly ☐ Monthly ☐ Quarterly ☐ Semi-annual
☒ Annual ☐ As-requested ☐ Other (specify):

Resource Data will, in accordance with the above-stated frequency, review software purchase dates and recommend courses of action. The assets to which these services will apply are:

Asset	Description	Owner
AWS Production Environment	Review software versions to determine if major upgrade is required due to upcoming deprecation by package maintainers	WSAC
AWS Test Environment	Review software versions to determine if major upgrade is required due to upcoming deprecation by package maintainers	WSAC

Service Agreements

Included:

- ☒ Yes
☐ No

Frequency:

- ☐ Daily ☐ Weekly ☐ Monthly ☐ Quarterly ☐ Semi-annual
☒ Annual ☐ As-requested ☐ Other (specify):

Resource Data will review service agreement purchase or renewal dates and recommend courses of action. The assets to which these services will apply are:

Asset	Description	Owner
AWS Production Environment	Review to determine if new AWS cost-savings measures are desired	WSAC
AWS Test Environment	Review to determine if new AWS cost-savings measures are desired	WSAC

Documentation

Included:

- ☒ Yes
☐ No

Frequency:

- ☐ Daily ☐ Weekly ☐ Monthly ☐ Quarterly ☐ Semi-annual
☐ Annual ☒ As-requested ☐ Other (specify): as updated

Resource Data will document systems in accordance with the above-stated frequency. The assets to which these services will apply are:

Asset	Description	Owner
AWS Production Environment	Online Directory Production (Elastic Beanstalk)	WSAC
	Directus Production (Elastic Beanstalk)	WSAC
AWS Test Environment	Online Directory Test (Elastic Beanstalk)	WSAC
	Directus Test (Elastic Beanstalk)	WSAC