



CONTRACT

No. 25PR099

**FOR
CCW DIRECTORY
MAINTENANCE AND ENHANCEMENTS**

By and Between

**STATE OF WASHINGTON
WASHINGTON STUDENT ACHIEVEMENT COUNCIL**

and

RESOURCE DATA, INC.

Dated November 2, 2023

CONTRACT
No. 25PR099

CCW DIRECTORY
MAINTENANCE & ENHANCEMENTS

This Contract ("Contract") is made and entered into by and between the State of Washington acting by and through the Washington Student Achievement Council, a Washington State governmental agency ("WSAC") and Resource Data, Inc., an Alaska corporation ("Contractor") and is dated and effective as of November 2, 2023.

RECITALS

- A. Pursuant to Legislative direction codified in RCW 39.26, WSAC is authorized to competitively solicit and award contracts for goods and/or services for use by WSAC.
- B. WSAC has determined that entering into this Contract will meet the identified needs and be in the best interest of the State of Washington.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

- 1. TERM.** The term of this Contract is twenty-four (24) months, commencing November 2, 2023, ending October 1, 2025; subject to mutual agreement, the term of the Contract may be extended for up to two (2) additional one-year terms by signed amendment.
- 2. SCOPE – INCLUDED SERVICES AND PRICE.**
 - 2.1. **CONTRACT SCOPE.** Pursuant to this Contract, Contractor is authorized to sell and provide only those services set forth in *Exhibit A – Included Services* for the prices set forth in *Exhibit B – Prices Services*.
 - (a) **Services.** For purposes of this Contract, "Services" means all services of any nature ordered by WSAC pursuant to this Contract.
 - (b) **Specifications.** Where applicable, specifications for Goods and/or Services as detailed in this Contract. Unless otherwise specified, all Goods and/or Services provided shall be new and unused of the latest model or design.
 - 2.2. **STATE'S ABILITY TO MODIFY SCOPE OF CONTRACT.** Subject to mutual agreement between the parties, WSAC reserves the right to modify the services included in this Contract; *Provided*, however, that any such modification shall be effective only upon ten (10) days advance written notice; and *Provided further*, that any such modification must be within the scope of the Competitive Solicitation for this Contract.
 - 2.3. **PRICE CEILING.** Although Contractor may offer lower prices to WSAC, during the term of this Contract, Contractor guarantees to provide the Services at no greater than the prices set forth in *Exhibit B - Prices for Services*.

2.4. CONTRACT BUDGET. WSAC has budgeted an amount not to exceed two hundred thousand dollars (\$200,000) for this project. In the event that additional funding becomes available, any contract awarded may be renegotiated to provide for additional related services. Any contract awarded as a result of this procurement is contingent upon availability of funding. This project is fully funded with funds from the federal program ARP Good Jobs Challenge, CFDA # 11.03.

3. CONTRACTOR REPRESENTATIONS AND WARRANTIES. Contractor makes each of the following representations and warranties as of the effective date of this Contract and at the time of performance pursuant to this Contract. If, at the time of performance, Contractor cannot make such representations and warranties, Contractor shall not perform and shall, within three (3) business days notify WSAC, in writing, of such breach.

3.1. QUALIFIED TO DO BUSINESS. Contractor represents and warrants that Contractor is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State.

3.2. TAXES. Contractor represents and warrants that Contractor is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.

3.3. LICENSES; CERTIFICATIONS; AUTHORIZATIONS; & APPROVALS. Contractor represents and warrants that Contractor possesses and shall keep current during the term of this Contract all required licenses, certifications, permits, authorizations, and approvals necessary for Contractor's proper performance of this Contract.

3.4. SUSPENSION & DEBARMENT. Contractor represents and warrants that neither Contractor nor its principals or affiliates presently are not have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental Contract by any governmental department or agency within the United States.

3.5. WAGE VIOLATIONS. Contractor represents and warrants that during the term of this Contract and the three (3) year period immediately preceding the award of the Contract, Contractor 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 judgement entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.

3.6. CIVIL RIGHTS. Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.

3.7. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS. Contractor represents and warrants that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

3.8. PUBLIC CONTRACTS AND PROCUREMENT FRAUD. Contractor represents and warrants that, within the three (3) year period prior to this Contract, neither Contractor nor its principals or affiliates: (a) have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal

offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract under a public contract; (b) have been in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offense enumerated in subsection (b) of this provision; or (d) had one or more public contracts (federal, state or local) terminated for cause or default.

- 3.9. **PROCUREMENT ETHICS & PROHIBITION ON GIFTS.** Contractor represents and warrants that Contractor complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to State employees.
- 3.10. **WASHINGTON'S STATEWIDE PAYEE DESK.** Contractor represents and warrants that Contractor is registered with Washington's Statewide Payee Desk, which registration is a condition to payment.
- 3.11. **ADVERTISING AND ENDORSEMENT.** Contractor understands and acknowledges that neither WSAC nor the State of Washington are endorsing Contractor's services or suggesting that such services are the best or only solution to their needs. Accordingly, Contractor further represents and warrants that Contractor shall make no reference to WSAC or the State of Washington in any promotional material without the prior written consent of WSAC.
- 3.12. **CONTINGENT FEES.** Contractor represents and 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 as defined in the Federal Acquisition Regulations.
- 3.13. **FINANCIALLY SOLVENT.** Contractor represents and warrants that Contractor has not commenced bankruptcy proceedings and that there are no judgment, liens, or encumbrances of any kind affecting title to any Services that are the subject of this Contract.
- 3.14. **OPERATIONAL CAPABILITY.** Contractor represents and warrants that Contractor has the operational and financial capability to perform the Contract.
- 3.15. **CONTRACT TRANSITION.** Contractor represents and warrants that, in the event this Contract is transitioned to another contractor (e.g., Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist WSAC for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.
- 3.16. **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, and 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 WSAC or as otherwise required by law.

The Contractor shall not use or disclose any information concerning WSAC, 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 WSAC, or as may be required by law.

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

4. QUALITY; WARRANTY; REMEDIES.

- 4.1. SERVICES WARRANTY. Contractor warrants that: (a) Services will be performed in a timely, efficient, professional, and workmanlike manner; (b) all Contractor personnel assigned to perform Services will have the necessary skill and training; and (c) Services will be performed in a manner consistent with the standard of care in the industry ("Services Warranty"). The Services Warranty will survive for a period of twelve (12) months after the date when Services are completed ("Services Warranty Period").
- 4.2. SERVICES REMEDY. If Services do not comply with the Services Warranty or are in any manner found to be nonconforming during the Services Warranty Period, Contractor promptly shall remedy the non-conformance, or at WSAC'S election, Contractor shall re-perform or correct the nonconforming Services at no additional cost to WSAC or refund the amounts paid for the Services.
- 4.3. IT WARRANTY. Contractor warrants, that all hardware, software, and firmware associated with Goods or Services ("IT Goods" and "IT Services", respectively) will not: (a) contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (i) damage, destroy, or alter any software or hardware; (ii) reveal, damage, destroy, or alter any data; (iii) disable any computer program automatically; or (d) permit unauthorized access to any software or hardware; (b) contain any third party software (including software that may be considered free software or open source software) that (i) may require any software to be published, accessed, or otherwise made available without the consent of WSAC, or (ii) may require distribution, copying, or modification of any software free of charge; and (c) infringe on any patent, copyright, trademark, or other proprietary or intellectual property right of any third party or misappropriate any trade secret of any third party ("IT Warranty"). The IT Warranty will expire twelve (12) months after the date IT Goods are delivered or IT Services are complete, as applicable.
- 4.4. IT REMEDY. If IT Goods or IT Services do not comply with the IT Warranty, or if any defect or non-conformance develops during the IT Warranty Period, Contractor, at WSAC'S election, promptly will: (a) remedy the defect by removing, repairing, correcting or replacing, and/or reinstalling any defective IT Goods; (b) re-perform or correct the non-conforming IT Services at no additional cost to WSAC; or (c) refund the amounts paid for IT Services and IT Goods.
- 4.5. FAILURE TO REMEDY. If Contractor does not remedy a defect or nonconformity within ten (10) calendar days after receipt of written notice from WSAC, or if an emergency exists rendering it impossible or impractical for WSAC to have Contractor provide a remedy, WSAC may, without prejudice to any other rights or remedies available to it, make or cause to be made required modifications, adjustments, or repairs, or may replace Goods, Services, IT Goods, or IT Services, in which case Contractor shall reimburse WSAC for its actual costs or, at WSAC'S option, WSAC will offset the costs incurred from amounts owing to Contractor.
- 4.6. TECHNICAL SUPPORT. During any applicable warranty period, Contractor shall provide all warranty service and telephone support, including after-hour technical support, at its own cost. Contractor shall maintain a technical support hotline to address breakdowns and safety incidents.

5. SAFETY; SECURITY. Contractor's failure to comply with any of the requirements in this Section shall be cause for termination.

- 5.1. **REGULATORY REQUIREMENTS/SAFETY.** Goods and/or Services supplied by Contractor shall meet all OSHA and other safety-related federal, state, and/or local regulatory agency requirements applicable to the Goods and/or Services.
- 5.2. **MATERIAL SAFETY DATA SHEETS.** As applicable, Contractor shall provide WSAC with all appropriate Material Safety Data Sheets ("MSDS") at the time of delivery of each shipment of Goods which requires such compliance and/or and for materials used by Contractor while performing Services and any updates of the same.
- 5.3. **CLEAN-UP.** If Contractor, its agents, employees, or subcontractors perform onsite Services, Contractor, at its cost, will remove all excess materials, equipment, packaging, and garbage within the scope of its performance of Services and leave that portion of the premises in which the work was performed in a clean condition. Should Contractor fail to clean up a Site after completion of work, WSAC will have the right to remove the materials and set off the cost of clean up against amounts owed to Contractor.
- 5.4. **ACCIDENT AND INJURY REPORTING.** If Contractor, its agents, employees, or subcontractors are present at WSAC'S premises, Contractor promptly will report in writing all injuries, accidents, property damage, near-miss incidents, or any claims regarding damages or injury involving Contractor, its agents, employees, or subcontractors occurring at such premises. Contractor agrees to cooperate and assist in any WSAC investigation of incidents.
- 5.5. **ON SITE REQUIREMENTS.** While on WSAC'S premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with WSAC'S physical, fire, access, safety, and other security requirements and not interfere with WSAC'S operations. Contractor represents and warrants that Contractor, its agents, employees, or subcontractors who access WSAC'S premises will be adequately trained and at all times comply with WSAC'S requirements.
- 5.6. **IT SECURITY POLICIES.** Contractor, its agents, employees, or subcontractors shall comply with all Washington State IT security policies and standards which will be made available to Contractor upon request.

6. SUBCONTRACTORS.

- 6.1. **CONTRACTOR RESPONSIBILITY.** Notwithstanding any provision to the contrary, in the event Contractor elects to utilize subcontractors to perform this Contract, Contractor shall: (a) incorporate Contractor's responsibilities under this Contract into its subcontracts; (b) be fully responsible for the performance of any such subcontractors (regardless of tier) and ensure that subcontractors comply with each and every Contractor obligation set forth in this Contract; (c) be the sole point of contact for WSAC regarding all contractual matters; and (d) defend, indemnify, and hold WSAC harmless in case of negligence, other tortious fault, or intentional misconduct by any such subcontractors (regardless of tier).
- 6.2. **REPORTING.** If Contractor is required to report to WSAC, such report(s) will include subcontractor data, by subcontractor, for any data that Contractor is required to report as well as a consolidated 'rollup' report combining Contractor and subcontractor data.
- 6.3. **SUBCONTRACTOR REPRESENTATIONS AND CERTIFICATIONS.** Any Contractor representations or certifications set forth in this Contract shall apply to subcontractors (at any tier) and Contractor shall not utilize

any subcontractors (at any tier) who cannot provide such representations or certifications, excepting the certification to be registered with Washington's Statewide Payee Desk, unless WSAC will pay such subcontractor directly.

7. DELIVERY & INSTALLATION.

- 7.1. DELIVERY REQUIREMENTS. Contractor must ensure that the Services are delivered or provided as required by this Contract, including the requirements set forth in *Exhibit A*, or as otherwise mutually agreed in writing between WSAC and Contractor. The following apply to all deliveries:
- (a) Contractor shall make all deliveries to the applicable delivery location specified herein. Such deliveries shall occur during WSACS' normal work hours and within the time period mutually agreed in writing between Contractor and WSAC.
 - (b) Contractor shall ship all Goods and/or Services purchased pursuant to this Contract, freight charges prepaid by Contractor, FOB WSACS' specified destination with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the Goods and/or Services ordered hereunder that occurs prior to delivery and installation, except loss or damage attributable solely to WSACS' fault or negligence.
 - (c) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Contract shall be identified by the Contract number set forth on the cover of this Contract.
- 7.2. RECEIPT AND INSPECTION OF SERVICES. Services purchased under this Contract are subject to WSACS' reasonable inspection, testing, and approval at WSACS' destination. WSAC reserves the right to reject and refuse acceptance of services that are not in accordance with this Contract. If there are any apparent defects in the Services at the time of delivery, WSAC promptly will notify Contractor. At WSACS' option, and without limiting any other rights, WSAC may require Contractor to repair or replace, at Contractor's expense, any or all of the damaged services or, at WSACS' option, WSACS' may note any damage to the services on the receiving report, decline acceptance, and deduct the cost of rejected services from final payment.

8. PERFORMANCE OF SERVICES.

- 8.1 OWNERSHIP OF DELIVERABLES. Notwithstanding any provision to the contrary, the parties understand and agree that WSAC shall own all rights to any plans, reports, or other deliverables provided to WSAC pursuant to this Contract. The copyright in all works of authorship created pursuant to this Contract shall be owned by the State of Washington. All such works or portions of works created by the Contractor are hereby agreed to be "works made for hire" within the meaning of 17 U.S.C. § 201. If, however, the State of Washington is not able to obtain copyright ownership under the statutory provisions for "works made for hire," then Contractor hereby assigns to State of Washington all right, title, and interest in: (a) the copyright to Contractor's work of authorship ("Work") and contribution to any such Work ("Contribution"); (b) any registrations and copyright applications, along with any renewals and extensions thereof, relating to the Contribution or the Work; (c) all works based upon, derived from, or incorporating the Contribution or the Work; (d) all income, royalties, damages, claims and payments now or hereafter due or payable with respect to the Contribution or the Work; (e) all causes of action, either in law or in equity, for past, present, or future infringement of copyright related to the Contribution or the Work, and all rights corresponding to any of the foregoing, throughout the world. In addition, to the extent any applicable law or treaty prohibits

the transfer or assignment of any moral rights or rights of restraint the Contractor has in the Contribution or the Work, the Contractor waives those rights as to State of Washington, its successors, licensees, and assigns.

- 8.2 CONTRACTOR KEY STAFF CHANGES. Except in the case of a leave of absence, sickness, death, termination of employment or unpaid or paid leave of absence, agreed upon Key Staff must not be changed during the term of this contract. Otherwise, any change in Key Staff must be agreed in writing between the parties. During the term of the Contract, WSAC reserves the right to approve or disapprove of Contractor and Subcontractor Key Staff assigned to perform services as required by this contract, or to require the removal or reassignment of any Contractor or Subcontractor Key Staff found unacceptable by WSAC, subject to WSAC's compliance with applicable laws and regulations. Contractor must provide WSAC with a resume of any member of its Key Staff or a Subcontractor's Key Staff assigned to or proposed for any aspect of performance under this Contract prior to commencing any Services.

In the event that proposed Contractor resources are unavailable to deliver the work, Contractor must staff the project with resources with equal or greater skills and capabilities, subject to approval from WSAC.

WSAC must be notified of any change in Contractor Key Staff as soon as practicable but in no event less than five (5) working days after removal of such staff from their duties in support of this Contract. Contractor must provide resumes and describe the roles and responsibilities of any replacement staff to WSAC as soon as practicable but in no event less than five (5) working days prior to the date that such staff begin work under this Contract. WSAC reserves the right, in its sole judgement, to approve or reject such replacement staff. WSAC's approval of such staff will not be unreasonably withheld.

9. INVOICING & PAYMENT.

- 9.1 CONTRACTOR INVOICE. Contractor shall submit properly itemized invoices to WSAC's designated invoicing contact for Services delivered under this Contract. Such invoices shall itemize the following:

- a) Contract No. 25PR099;
- b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative);
- c) Contractor's Federal Tax Identification Number;
- d) Date(s) of delivery;
- e) Description of Services and Deliverables provided;
- f) Net invoice Price for each Service or Deliverables;
- g) Applicable taxes;
- h) Total invoice amount; and
- i) Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein. WSAC shall have no obligation to pay Contractor for any services that do not comply with this Contract.

- 9.2 PAYMENT. Payment is the sole responsibility of, and will be made by, WSAC. Payment is due within thirty (30) days of invoice. If WSAC fails to make timely payment(s), Contractor may invoice WSAC in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.
- 9.3 OVERPAYMENTS. Contractor promptly shall refund to WSAC the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) calendar days of written notice to Contractor; *Provided*, however, that WSAC shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely refunds of overpayment(s) (either directly or by such credit memo), Contractor shall pay WSAC interest at a rate of one percent (1%) per month on the amount overdue thirty (30) calendar days after notice to Contractor.
- 9.4 ADVANCE PAYMENT PROHIBITED. Except as authorized by law, Contractor shall not request or receive advance payment for any Services furnished by Contractor pursuant to this Contract.
- 9.5 NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, insurance, or payment processing.
- 9.6 TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Contract. Failure to do so shall constitute breach of this Contract. Unless otherwise agreed, WSAC shall pay applicable sales tax imposed by the State of Washington on purchased services. Contractor's invoices shall separately state (a) taxable and non-taxable charges and (b) sales/use tax due by jurisdiction. In regard to federal excise taxes, Contractor shall include federal excise taxes only if, after thirty (30) calendar days written notice to WSAC, WSAC has not provided Contractor with a valid exemption certificate from such federal excise taxes.

10. CONTRACT MANAGEMENT.

- 10.1 CONTRACT ADMINISTRATION & NOTICES. Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of contract administration for this Contract. WSAC's contract administrator shall provide contract administrative oversight. Contractor's contract administrator shall be Contractor's principal contact for invoice/billing activities under this Contract. The parties may change contract administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

WSAC

Attn: Ellen Matheny
Washington Student Achievement Council
917 Lakeridge Way SW
Olympia, WA 98502
Tel: (360) 485-1216
Email: ellenm@wsac.wa.gov

Resource Data, Inc.

Attn: Jason Mancuso
Resource Data, Inc.
1220 SW Morrison Street, Suite 210
Portland, OR 97205
Tel: (503) 208-3693
Email: jmancuso@resourcedata.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 10.2 CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform WSAC of the same) who shall be responsible for addressing WSAC’s issues pertaining to this Contract
- 10.3 LEGAL NOTICES. Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

WSAC

Attn: Brian Richardson
Washington Student Achievement Council
917 Lakeridge Way SW
Olympia, WA 98502
Email: Brianr@wsac.wa.gov

Resource Data, Inc.

Attn: Jason Mancuso
Resource Data, Inc.
1220 SW Morrison Street, Suite 210
Portland, OR 97205
Email: jmancuso@resourcedata.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

11. RECORDS RETENTION & AUDITS.

- 11.1 RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect contract performance and administration of purchases, payments, taxes and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Contract or final payment, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 11.2 AUDIT. WSAC reserves the right to audit, or have a designated third-party audit, applicable records to ensure that Contractor properly has invoiced WSAC. Accordingly, Contractor shall permit WSAC and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor’s books, documents, papers and records directly pertinent to this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Contract or final payment, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

12. INSURANCE.

- 12.1 REQUIRED INSURANCE. Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C– Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for Goods and/or Services and no additional payment shall be made to Contractor.
- 12.2 WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If 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, WSAC may terminate this Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. If Contractor performs Services on WSAC’S behalf in the State of Washington, and only to the extent of claims against Contractor by WSAC under the Indemnity obligations in this Contract, Contractor expressly waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor’s indemnification obligation will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers’ compensation acts, disability benefit acts, or other employee benefit acts. The parties expressly acknowledge and certify that the waiver of immunity under Title 51 RCW was mutually negotiated and agreed upon.

13. CLAIMS.

- 13.1 ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents in connection with Contractor’s operations under this Contract. WSAC has made no representations regarding any factor affecting Contractor’s risks. Contractor shall pay for all damage to any WSAC’s property resulting directly or indirectly from Contractor’s acts or omissions under this Contract, even if not attributable to negligence by Contractor or its agents.
- 13.2 THIRD-PARTY CLAIMS; GENERAL INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold WSAC and its employees and agents harmless from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys’ fees, consultant fees, and expert fees (collectively “Claims”) arising out of Contractor’s or its successors’, agents’, and subcontractors’ negligence, other tortious fault, or intentional misconduct under this Contract, ; *Provided*, however, that no right to indemnity will exist as to that portion of a Claim resulting from the sole negligence, tortious fault, or intentional misconduct of WSAC. The parties agree that if there are any limitations of Contractor’s liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability shall not apply to injuries to persons, including death, or to damages to property. Contractor shall take all steps needed to keep WSAC’s property free of liens arising from Contractor’s activities, and promptly obtain or bond the release of any such liens that may be filed.
- 13.3. INTELLECTUAL PROPERTY INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold WSAC and their employees and agents harmless from against any and all Claims resulting from allegations of infringement of any patents, copyrights, trade secret, or similar intellectual property rights covering the Services provided, or the use of the Services under this Contract. If WSAC’S use of Services provided by Contractor is enjoined based on an intellectual

property infringement Claim, Contractor shall, at its own expense, either procure for WSAC the right to continue using the Services or, after consulting with WSAC and obtaining WSAC'S consent, replace or modify the Goods and/or Services with substantially similar and functionally equivalent non-infringing Goods and/or Services.

14. DISPUTE RESOLUTION.

- 14.1. The parties shall cooperate to resolve any dispute pertaining to this Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior manager of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

15. SUSPENSION; EXPIRATION; TERMINATION; REMEDIES.

- 15.1 TERMINATION. This Contract may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in this Contract; and (c) as otherwise expressly provided for in this Contract. This Contract shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate this Contract as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach will not affect rights or obligations accrued or owed before the effective date of the termination notice.
- 15.2 TERMINATION FOR NONAPPROPRIATION OR REDUCTION OF FUNDS OR CHANGES IN LAW. WSAC may suspend or terminate this Contract, at the sole discretion of WSAC or, as applicable, if WSAC reasonably determines that: (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (b) that a change in available funds affects WSACS' ability to pay Contractor. A change of available funds as used in this section includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this provision, WSAC will reimburse Contractor for Goods properly ordered and/or Services properly performed until the effective date of said notice. Except as stated in this provision, in the event of termination for nonappropriation or reduction of funds or changes in law, WSAC will have no obligation or liability to Contractor.
- 15.3 TERMINATION FOR PUBLIC CONVENIENCE. WSAC, for public convenience, may terminate this Contract; *Provided*, however, that such termination for public convenience must, in WSACS' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve WSAC from payment for Goods and/or Services already ordered as of the effective date of such notice. Except as stated in this provision,

in the event of such termination for public convenience, WSAC shall not have any obligation or liability to Contractor.

- 15.4 TERMINATION FOR CAUSE. In the event the WSAC determines the Contractor has failed to comply with the conditions of this contract in a timely manner, the WSAC has the right to suspend or terminate this contract. Before suspending or terminating the contract, the WSAC 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 WSAC 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 WSAC 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 WSAC provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

- 15.5 EXPIRATION – WSACS' OBLIGATIONS. Upon expiration of this Contract, WSAC shall accept and take delivery of all outstanding and not yet fulfilled orders and pay Contractor the price as set out in the Contract.
- 15.6 EXPIRATION OR TERMINATION – CONTRACTOR'S OBLIGATIONS. Upon expiration or termination of this Contract, Contractor shall: (a) continue to fulfill its warranty obligations with respect to any Goods and/or Services sold hereunder and all provisions of the Contract that, by their nature, would continue beyond the expiration, termination, or cancellation of the Contract shall so continue and survive; and (b) promptly return to WSAC all keys, badges, and other materials supplied by WSAC pursuant to this Contract.
- 15.7 DEFAULT. Any of the following events shall constitute cause for WSAC to declare Contractor in default of this Contract:
- (a) Contractor fails to perform or comply with any of the terms or conditions of this Contract;
 - (b) Contractor breaches any representation or warranty provided herein; or
 - (c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.
- 15.8 SUSPENSION & TERMINATION FOR DEFAULT. WSAC may suspend Contractor's operations under this Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to WSACS' reasonable satisfaction; *Provided*, however, that, if after twenty (20) days from such a suspension notice, Contractor remains in default, WSAC may terminate Contractor's rights under this Contract. All of Contractor's obligations to WSAC survive termination of Contractor's rights under this Contract, until such obligations have been fulfilled.

15.9 REMEDIES FOR DEFAULT.

- (a) WSAC's rights to suspend and terminate Contractor's rights under this Contract are in addition to all other available remedies.
- (b) In the event of termination for default, WSAC may exercise any remedy provided by law including, without limitation, the right to procure replacement services. In such event, Contractor shall be liable to WSAC for damages as authorized by law including, but not limited to, any price difference between the Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.

15.9. LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party be liable to the other for exemplary or punitive damages; *Provided*, however, that nothing contained in this Section will in any way exclude or limit: (a) a party's liability for all damages arising out of that party's intentional acts or omissions; (b) the operation of any Goods and/or Services warranty provided in this Contract; or (c) damages subject to the Intellectual Property Indemnity section of this Contract. Any limitation of either party's obligations under this Contract, by delivery slips or other documentation is void.

15.10. SUSPENSION/TERMINATION PROCEDURE. Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to WSAC all Goods and/or Services that are complete (or with approval from WSAC, substantially complete) and WSAC shall inspect, accept, and pay for the same in accordance with this Contract. Unless directed by WSAC to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

16. PUBLIC INFORMATION & PUBLIC RECORDS DISCLOSURE REQUESTS.

16.1. WASHINGTON'S PUBLIC RECORDS ACT. Unless statutorily exempt from public disclosure, this Contract and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56.

16.2. CONTRACTOR OBLIGATION. Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records provided to WSAC that Contractor believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure. In addition, if, in Contractor's judgment, certain portions of such records are not statutorily exempt from disclosure but are sensitive because particular portions of Contractor's records (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that Contractor protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records that include such sensitive information.

16.3. WSACS' OBLIGATION. In the event that WSAC receives a public records disclosure request pertaining to records that Contractor has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive WSAC, prior to disclosure, will do the following: WSACS' Public Records Officer will review any records marked by Contractor as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, WSAC will redact or withhold the record(s) as appropriate. For records marked 'sensitive' or for records where WSAC determines that no statutory exemption to disclosure applies or is unable to

determine whether the stated statutory exemption to disclosure properly applies, WSAC will notify Contractor, at the address provided in the Contract, of the public records disclosure request and identify the date that WSAC intends to release the record(s) (including records marked 'sensitive' or exempt from disclosure) to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining WSAC from such disclosure. In the event Contractor fails to timely file a motion for a court order enjoining such disclosure, WSAC will release the requested record(s) on the date specified. Contractor's failure properly to identify exempted or sensitive information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such records are exempt or protected from public disclosure.

17. GENERAL PROVISIONS.

- 17.1 TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Contract.
- 17.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law. Contractor shall obtain all necessary permits and approvals and give all stipulations, certifications, and representations that may be required for it to perform this Contract.
- 17.3 ENTIRE AGREEMENT. This Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 17.4 AMENDMENT OR MODIFICATION. Except as set forth herein, this Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 17.5 AUTHORITY. Each party to this Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Contract and that its execution, delivery, and performance of this Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 17.6 NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 17.7. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor relationship is created by this Contract. Contractor and its employees or agents performing under this Contract are not employees or agents of WSAC. Contractor shall not have authorization, express or implied, to bind WSAC to any agreement, liability, or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or worker's compensation benefits through WSAC or the State of Washington and WSAC and the State of Washington will not pay for or otherwise provide such coverage for Contractor and its employees and agents.
- 17.7 ASSIGNMENTS. Contractor may not assign its rights under this Contract without WSAC's prior written consent and WSAC may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to WSAC within thirty (30) days, Contractor may assign its rights under this Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or

assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Contract notwithstanding any prior assignment of its rights.

- 17.8 BINDING EFFECT; SUCCESSORS & ASSIGNS. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 17.9 ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS AND/OR SERVICES. Contractor irrevocably assigns to WSAC, on behalf of the State of Washington, any claim for relief or cause of action which Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any services provided in Washington for the purpose of carrying out the Contractor's obligations under this Contract, including, at WSAC's option, the right to control any such litigation on such claim for relief or cause of action.
- 17.10 FORCE MAJEURE. Except for payment of sums due, neither party shall be liable to the other or deemed in breach under this Contract if, and to the extent that, such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that causes a delay that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall likewise be provided. So far as consistent with the rights reserved below, the time of completion shall be extended by Contract amendment for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Contract. Notwithstanding any provision to the contrary, in the event that a Contractor-declared force majeure event lasts for more than thirty (30) days, WSAC shall have the right to terminate the Contract and/or purchase the services set forth in this Contract; *Provided*, however, that in such event, Contractor shall not be liable to WSAC for any price difference for such services.
- 17.11 FEDERAL FUNDS. To the extent that WSAC uses federal funds to purchase services pursuant to this Contract, WSAC shall specify any applicable requirement or certification that must be satisfied by Contractor as a condition of payment and Contractor shall adhere to such applicable federal requirements and/or certifications.
- 17.12 SEVERABILITY. If any provision of this Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Contract, and to this end the provisions of this Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Contract.
- 17.13 WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Contract, nor shall any purported oral modification or rescission of this Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.

- 17.14 SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Contract shall survive and remain in effect following the expiration or termination of this Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 17.15 GOVERNING LAW. The validity, construction, performance, and enforcement of this Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to any choice of law principles that would provide for the application of the laws of another jurisdiction.
- 17.16 JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Contract, the parties agree to submit to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- 17.17 ATTORNEYS' FEES. In the event of litigation or other action brought to enforce the terms of this Contract or alternative dispute process, each party agrees to bear its own attorneys' fees and costs.
- 17.18 FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Contract. Each party hereto and its counsel has reviewed and revised this Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Contract. Each term and provision of this Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 17.19 FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Contract.
- 17.20 EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Contract in their entirety.
- 17.21 CAPTIONS & HEADINGS. The captions and headings in this Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Contract nor the meaning of any provisions hereof.

17.22 ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.

17.23 COUNTERPARTS. This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Contract.

EXECUTED as of the date and year first above written.

WASHINGTON STUDENT ACHIEVEMENT COUNCIL

Resource Data Inc.

By: Heather Hudson

By:

Its: Director of Policy & Planning

Its:

Date:

Date:

**INCLUDED SERVICES
PERFORMANCE REQUIREMENTS**

Scope of Work

Resource Data will provide on-going support of the CCL Directory for a 2-year period. In addition, Resource Data will continue to work with the Agency to identify and implement enhancements and new features at the Agency's 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, Resource Data 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 (See Appendix A)
- e. Maintaining and supporting the AddSearch integration
- f. Monitoring data feeds, analytics, usage (Aunt Bertha, L&I feeds, etc.)
- g. Update documentation as needed

CCL Directory Enhancements

In addition to maintaining and supporting the CCL Directory, Resource Data 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 2023-2024 fiscal year include:

Table 1: Jira Backlog

Issue Id	Summary (refer to Jira for details)
CCL-99	Add ESD wage data
CCL-184	Implement security mechanism for access to the CCW Directory API
CCL-377	Data import email notifications
CCL-390	Integration Explore/Prep into Program Portal
CCL-529	Import the search filters in the Directory
CCL-530	Incorporate ability to trace career pathways
CCL-533	Integrate additional data sources into the Directory
CCL-551	Add the ability to auto-fill the required fields in the CL form for testing purposes
CCL-601	Increase the width of the save buttons on the Career Launch form to prevent the text from wrapping
CCL-618	Consolidated Lookup API calls

CCL-669	Update the language on the sponsor confirmations
CCL-671	Evaluate the usability of the Registration Process and Password Reset
CCL-674	Set up Analytics for AddSearch
CCL-675	Add “Show in Directory” Toggle to CL Portal

In addition, the following enhancements have been identified to support Washington Jobs Initiative (Good Jobs Challenge federal grant). These enhancements are expected to be logged to the Jira backlog:

1. Adding a sort feature or pagination to the [Career Launch application dashboard](#) for the CLER Staff and CCW Working Team members (those who help TA applicants) so the list doesn’t get infinitely long on the one dashboard page as new CL applications come in.
 - a. Idea to sort it by Status, i.e. In Progress, Submitted (both pending confirmation and pending review), Endorsed, Not Endorsed, Requires Additional Info. This could include a Status of Endorsed GJC, i.e., programs that received funding through the Good Jobs Challenge that have now gone through the CL endorsement process.
2. Develop button to Download Endorsed Programs. Resource Data will need direction from the CLER team and WSAC for what fields would be most helpful to include in the spreadsheet from the applications (i.e., Program Name, County/Countries, Wage, Number of Credits, etc. would be included but perhaps not the narrative responses like Mentorship Model or Plans for Sustainability). This would make downloading a snapshot of all WJI Career Launch programs as easy as the click of a button and WSAC could select which application fields they would like included in the spreadsheet so they are able to compile data quickly and accurately.
3. Adding a Yes/No question to Section 1. Program Name (or another section) asking if the applicant is a recipient of Good Jobs Challenge funding
 - a. The response to this question(s) could also determine where the applications are sorted to in the dashboard if the feature mentioned in item #1 is added.
4. Adding GJC-specific questions for the programs that respond Yes to the question referenced in item #3 above. Perhaps these would be hidden unless an applicant responds Yes and then they would show OR see item #5.
5. Good Jobs Challenge-specific section, like Section 8. For Re-Endorsement Applicants Only Section.
6. Badge or signal or prioritize GJC opportunities on the directory side (the search results and/or the Program Detail Page) that lets a Program Directory user know that the listing is from the Good Jobs Challenge and is currently hiring.
 - a. Example could be: “Hiring Now!” or “Hot Opportunity!”
 - b. It be non-user facing but use AddSearch feature to prioritize the WJI opportunities in the search results

Appendix 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:** **Frequency:**
- Yes Daily Weekly Monthly Quarterly Semi-annual
- No 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:** **Frequency:**
- Yes Daily Weekly Monthly Quarterly Semi-annual

Included:

Frequency:

No Annual As-requested Other (specify):

Resource Data will store archive data:

Asset	Description	Owner
N/A		

Disaster Recovery Monitoring

Included:

Frequency:

Yes Daily Weekly Monthly Quarterly Semi-annual
 No 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:

Frequency:

- Yes
 Daily Weekly
 Monthly
 Quarterly
 Semi-annual
 No
 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:

Frequency:

- Yes
 Daily Weekly
 Monthly
 Quarterly
 Semi-annual
 No
 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:

Frequency:

- Yes
 Daily Weekly
 Monthly
 Quarterly
 Semi-annual
 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: **Frequency:**

- Yes Daily Weekly Monthly Quarterly Semi-annual
 No 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: **Frequency:**

- Yes Daily Weekly Monthly Quarterly Semi-annual
 No 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:

Frequency:

- Yes Daily Weekly Monthly Quarterly Semi-annual
 No 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:

Frequency:

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

Resource Data will install vender-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:

Frequency:

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

Resource Data will install vender-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:

Frequency:

- Yes Daily Weekly Monthly Quarterly Semi-annual
 No 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:

Frequency:

- Yes Daily Weekly Monthly Quarterly Semi-annual
 No 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:

Frequency:

- Yes Daily Weekly Monthly Quarterly Semi-annual
 No 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:

Frequency:

- Yes Daily Weekly Monthly Quarterly Semi-annual

Included:

Frequency:

No 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:

Frequency:

Yes Daily Weekly Monthly Quarterly Semi-annual
 No 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:

Frequency:

Yes Daily Weekly Monthly Quarterly Semi-annual
 No 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:

Frequency:

- Yes Daily Weekly Monthly Quarterly Semi-annual
 No 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:

Frequency:

- Yes Daily Weekly Monthly Quarterly Semi-annual
 No 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

**PRICES
FOR
PERFORMANCE REQUIREMENTS**

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. Resource Data 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 Resource Data anticipates any overruns, Resource Data will contact WSAC promptly so WSAC can decide to stop work, add to the budget, or adjust the remaining scope.

Estimated Cost

Task	Approx. Hours	Cost
CCL Directory Maintenance & Support	755	\$100,000.00
CCL Directory Enhancements	755	\$100,000.00
Good Jobs Challenge	755	\$100,000.00
Project Total	2265	\$300,000.00

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	\$160
Project Manager/Sr. Analyst	\$140
Technical Lead	\$150
Sr. Systems Engineer	\$135
Sr. Programmer/Analyst	\$125
Programmer/Analyst	\$95
UI/UX Developer	\$95

Assumptions

- Assumptions specific to the “CCL Directory Enhancements” task include:
 - The cost estimate is based on maintenance, support, and enhancements defined in the CCL Directory Jira Backlog.

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Contract, Contractor shall obtain and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial General Liability Insurance (and, if necessary, commercial umbrella liability insurance) covering Bodily Injury and Property Damage on an 'occurrence form' in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. This coverage shall include Contractual Liability insurance for the indemnity provided under this Contract.
 - b. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.
 - c. **EMPLOYER'S LIABILITY (STOP GAP) INSURANCE.** Employer's liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.
 - d. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.** Commercial automobile liability insurance covering the ownership, maintenance, and/or use of all owned/leased, non-owned, and hired vehicles used in the performance of the Contract, with limits of not less than \$1,000,000 per accident, combined single limit for bodily injury and property damage liability. Coverage shall be provided on Insurance Services Office (ISO) form number CA 0001 or an equivalent. The required limits can be satisfied by any combination of primary, umbrella, or excess policy.
 - e. **COMMERCIAL UMBRELLA LIABILITY INSURANCE.** Commercial umbrella liability insurance coverage in the sum of \$3,000,000 shall be provided and shall apply over all liability policies, without exception, including but not limited to Commercial General Liability, Commercial Automobile Liability, Employers Liability, and Professional Liability.

The insurance coverage limits set forth herein are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING.** Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. WSAC reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

3. **ADDITIONAL INSURED.** Commercial General Liability, Commercial Automobile Liability, and Pollution Liability Insurance shall include the State of Washington and all authorized WSAC (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Prior to execution of the Contract, Contractor shall furnish to WSAC, as evidence of the insurance coverage required by this Contract, a certificate of insurance satisfactory to WSAC that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) days prior to coverage expiration, Contractor shall furnish to WSAC an updated or renewed certificate of insurance, satisfactory to WSAC, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, will result in contract cancellation. **All policies and certificates of insurance shall include the Contract number stated on the cover of this Contract.** All certificates of Insurance and any related insurance documents shall be delivered to WSAC by U.S. mail, postage prepaid, or sent via email, and shall be sent to the address or email address set forth below or to such other address or email address as WSAC may specify in writing:

US Mail: Contracts & Procurement – Contract Insurance Certificate
Contract No. 25PR099 – CCW Directory Maintenance & Enhancements
Attn: Ellen Matheny
WSAC
917 Lakeridge WA SW
Olympia, WA 98502

Email: Ellenm@wsac.wa.gov

Note: For Email notice, the Email Subject line must state:
Contract Insurance Certificate – Contract No. 25PR099 – CCW Directory Maintenance & Enhancements

5. **PRIMARY COVERAGE.** Contractor’s insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any WSAC. All insurance or self-insurance of the State of Washington and/or WSAC shall be excess of any insurance provided by Contractor or subcontractors.
6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor’s liability or responsibility.
7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any WSAC for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.

8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Contractor to WSAC. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Contract number stated on the cover of this Contract.

9. **EXTENDED REPORTING PERIOD.** If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Contract.

Federal Provisions/Requirements

Rules for use with federally funded or partially funded projects, a bidder (and bidders sub awardees) must comply with the following federal provisions/requirements.

DISALLOWED COSTS

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

DRUG-FREE WORKPLACE

In accordance with the Drug-Free Workplace Act of 1988 (41 USC 8103 and 42 USC 12644), the CONTRACTOR shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and shall specify the actions that will be taken against employees for violation of such provision. The CONTRACTOR shall establish a drug-free awareness program and require that employees provide notification of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such incident. The CONTRACTOR shall notify WSAC within ten (10) days after such notification by an employee engaged in the performance of the grant. Within thirty (30) days, the CONTRACTOR will take appropriate personnel action against such employee, up to and including termination, and require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency.

NONDISCRIMINATION

The CONTRACTOR will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to:

- (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88–352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21);
- (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681–1683 and 1685–1686), which prohibits discrimination on the basis of sex;
- (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101–336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27);
- (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101–6107), which prohibits discrimination on the basis of age;
- (e) the Civil Rights Restoration Act of 1987 (Pub. L.100–259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities;
- (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92–255), as amended, relating to nondiscrimination on the basis of drug abuse;
- (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd–3 and 290ee–3), relating to confidentiality of alcohol and drug abuse patient records;

- (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing;
- (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

In the event the CONTRACTOR is in non-compliance or refuses 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 WSAC. 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.

POLITICAL ACTIVITY (HATCH ACT)

The CONTRACTOR will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

RIGHT OF INSPECTION

The CONTRACTOR shall provide right of access to its facilities to the WSAC, 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.

The CONTRACTOR shall make available information necessary for WSAC to comply with the client's right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The CONTRACTOR shall upon request make available to the WSAC and the U.S. Secretary of the Department of Health & Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of 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 WSAC may terminate the contract under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation at the WSAC's discretion under those new funding limitations and conditions.

TREATMENT OF ASSETS

1. Title to all property furnished by the WSAC shall remain property of the WSAC. 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 WSAC 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 WSAC 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 WSAC in whole or in part, whichever first occurs.

2. Any property of the WSAC furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by the WSAC, be used only for the performance of this contract.
3. The CONTRACTOR shall be responsible for any loss or damage to property of the WSAC which 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.
4. If any WSAC property is lost, destroyed or damaged, the CONTRACTOR shall immediately notify the WSAC and shall take all reasonable steps to protect the property from further damage.
5. The CONTRACTOR shall surrender to the WSAC all property of the CONTRACTOR prior to settlement upon completion, termination or cancellation of this contract.
6. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR 's employees, agents or Subcontractors.

U.S. DEPARTMENT OF TREASURY, OFFICE OF FOREIGN ASSETS CONTROL

The WSAC complies with U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) payment rules. OFAC prohibits financial transactions with individuals or organizations, which have been placed on the OFAC Specially Designated Nationals (SDN) and Blocked Persons sanctions list located at <http://www.treas.gov/offices/enforcement/ofac/index.html>. Compliance with OFAC payment rules ensures that WSAC does not conduct business with individuals or organizations that have been determined to be supporters of terrorism and international drug dealing or that pose other dangers to the United States.

Prior to making payment to CONTRACTOR, the WSAC will download the current OFAC SDN file and compare it to WSAC and statewide vendor files. In the event of a positive match, the WSAC reserves the right to: (1) make a determination of “reasonability” before taking the positive match to a higher authority, (2) seek assistance from the Washington State Office of the State Treasurer (OST) for advanced assistance in resolving the positive match, (3) comply with an OFAC investigation, if required, and/or (4) if the positive match is substantiated, notify the CONTRACTOR in writing and terminate the contract according to the Termination for Convenience provision without making payment. The WSAC will not be liable for any late payment fees or missed discounts that are the result of time required to address the issue of an OFAC match.

(Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(D) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

§ 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in [paragraphs \(b\)\(1\)](#) through [\(5\)](#) of this section.