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WASHINGTON STUDENT ACHIEVEMENT COUNCIL
EDUCATION · OPPORTUNITY · RESULTS

CONTRACT

NO. 27PR022

COMPETITIVE SOLICITATION NO. 27RQ001

FOR
FINANCIAL AID SERVICES - WASFA

By and Between

STATE OF WASHINGTON
STUDENT ACHIEVEMENT COUNCIL

and

CONCOURSE TECH INC.

Dated July 1, 2026

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CONTRACT

NO. 27PR022

COMPETITIVE SOLICITATION NO. 27RQ001
FINANCIAL AID SERVICES - WSAFA

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 Concourse Tech Inc., a Delaware corporation ("Contractor") and is dated and effective as of July 1, 2026, or date of execution, whichever is later.

R E C I T A L S

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 issued Solicitation #27RQ001 dated February 13, 2026, for the purpose of obtaining a contractor for the WAFSA Financial Aid Services in accordance with its authority under RCW 39.26.

C. WSAC evaluated all responses to the Competitive Solicitation and identified Contractor as the apparent successful bidder.

D. WSAC has determined that entering into this Contract will meet its identified needs.

A G R E E M E N T

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 thirty six (36) months, commencing July 1, 2026, and ending June 30, 2029; subject to mutual agreement, the term of the Contract may be extended for up to three (3) additional two-year terms.

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 for 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 Services as detailed in this Contract. Unless otherwise specified, all Services provided shall be new and unused of the latest model or design.

2.2. WSAC'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.

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

2.3. ECONOMIC ADJUSTMENT. Beginning twenty-four (24) months after the effective date of this Contract, the prices set forth in *Exhibit B – Prices* shall be adjusted. Price (rates) quoted will be locked in for the duration of the initial contract. WSAC, at its sole discretion, will determine the acceptability of any price changes proposed before agreeing to an extension of a Contract. If resulting contract is renewed, the hourly rate may be negotiated at that time, however, the rate may not increase more than three percent (3%) for each renewal period and must be agreed upon in writing.

2.4. 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*.

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 as previously certified in Contractor's Bidder's Certification, that neither Contractor nor its principals or affiliates presently are not or 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 as previously certified in Contractor's Bidder's Certification, 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, as previously certified in Contractor's Bidder's Certification, 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

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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. FRAUD AND DISHONEST CONDUCT. 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, had a judgment rendered against, or settled (with or without an admission of guilt or liability) any criminal or civil matter, including without limitation any administrative investigation, enforcement action, or other proceeding or dispute with a government authority, involving allegations that any of Contractor or its principals or affiliates have committed fraud or a criminal offence 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; (c) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, or any crime or tort involving similarly dishonest conduct; (d) are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in subsection (b) of this provision; (e) are presently defending against affirmative or defensive claims by any private litigant involving allegations of any of the offenses enumerated in subsection (b) of this provision; or (f) 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, as previously certified in Contractor's Bidder's Certification, 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.

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

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

5.1. IT SECURITY POLICIES. Contractor, its agents, employees, or subcontractors shall comply with all Washington State IT security policies and standards as outlined in Section 7.3 (a) below.

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

6. DELIVERY & INSTALLATION.

6.1. 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 – Included Services*, or as otherwise mutually agreed in writing between WSAC and Contractor.

6.2. RECEIPT AND INSPECTION OF SERVICES. Services purchased under this Contract are subject to WSACS' reasonable inspection, testing, and approval. 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.

7. PERFORMANCE OF SERVICES.

7.1. OWNERSHIP OF DELIVERABLES. Subject to Contractor's retained rights below, WSAC shall own all right, title, and interest in those portions of the Deliverables that are created by Contractor specifically for WSAC under this Contract, including WSAC-specific configurations, custom reports, and data outputs (collectively, the "WSAC Deliverables"). For the avoidance of doubt, the WSAC Deliverables do not include, and Contractor retains all right, title, and interest (including all intellectual property rights) in and to, Contractor's pre-existing platform, background intellectual property, third-party components, and generally applicable improvements, methodologies, know-how, tools, software, and templates, in each case whether developed or acquired before or during the term of this Contract (collectively, "Contractor Background IP"). Subject to WSAC's compliance with this Contract, Contractor grants WSAC a non-exclusive, royalty-free, non-transferable, non-sublicensable license, solely during the term of this Contract and not thereafter, to use the Contractor Background IP only to the extent embedded in or necessary for WSAC's use of the WSAC Deliverables and the Services.

7.2. 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, except as may be agreed in writing between the parties. During the term of the Contract, WSAC may, upon written notice to Contractor specifying the basis for the request, request the removal or reassignment of any Contractor or Subcontractor Key Staff whose performance is materially deficient or whose conduct gives reasonable cause for concern. Upon receipt of such notice, Contractor will work with WSAC in good faith to address WSAC's concerns, and if the parties cannot resolve the concerns within a reasonable period, Contractor will reassign the affected individual and propose a replacement consistent with this Section 7.2. Contractor must provide WSAC with a resume of any member of its Key Staff or a Subcontractor's Key Staff assigned to or proposed to perform this Contract prior to commencing any Services.

In the event that proposed Contractor personnel are unavailable to perform this Contract, Contractor must staff the project with personnel with equal or greater skills and capabilities, subject to approval from WSAC. WSAC's approval under this paragraph will not be unreasonably withheld, conditioned, or delayed.

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

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

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 to approve or reject such replacement staff. WSAC 's approval of such staff will not be unreasonably withheld.

7.3 DATA SECURITY REQUIREMENTS

(a) SECURITY COMPLIANCE. Contractor is responsible for establishing an information security program and maintaining physical, technical, administrative, and organizational safeguards, that comply with: (a) applicable industry standards and guidelines; (b) American Institute of Certified Public Accountants (AICPA) System and Organization Controls (SOC) 1; and (c) Washington State Office of Chief Information Officer (OCIO) Policy 141 – *Securing Information Technology Assets Standards* located at Securing Information Technology Assets | WaTech.

(b) ANNUAL SECURITY CERTIFICATIONS. Contractor will, at the commencement of this Contract and annually thereafter provide WSAC the following reports and certifications: (a) AICPA SOC 2 Type II report in accordance with AICPA standards (AT-C 105 and AT-C 205); and (b) attestation that Contractor's Services are in compliance with OCIO Security Policy 141 – *Securing Information Technology Assets Standards*. WSAC may accept, at its sole discretion, alterative reports, audits or reporting formats which WSAC determines to be equivalent or better to the reports and certifications described herein.

(c) DATA BREACH. Contractor must have an incident response process that follows National Institute of Standards and Technology (NIST) of Standards and Technology (NIST) standards and includes breach detection, breach notification and breach response. Upon discovery or reasonable belief of any access, destruction, loss, theft, use or disclosure of WSAC's Data by an unauthorized party ("Data Breach"), Contractor shall notify WSAC by the fastest means available and also in writing. Contractor shall provide such notification within forty-eight (48) hours after Contractor reasonably believes there has been such a Data Breach. Contractor's notification shall identify:

1) The nature of the Data Breach;
2) The Data accessed, used or disclosed;
3) The person(s) who accessed, used, disclosed and/or received Data (if known);
4) What Contractor has done or will do to quarantine and mitigate the Data Breach; and
5) What corrective action Contractor has taken or will take to prevent future Data Breaches.

Contractor shall quarantine the Data Breach, ensure secure access to Data, and restore Services as needed to comply with terms and conditions of this Contract. Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with WSAC.

In the event of the Data Breach, Contractor agrees to comply with all applicable state and federal statutory provisions, including but not limited to RCW 19.255.010 and RCW 42.56.590. Where notifications are required to the public or regulators, Contractor shall coordinate and cooperate with WSAC in the development of a communication plan, and promptly and at no cost, provide advance copies of any notifications for WSAC review before disseminating. If a Data Breach occurs and is found to be the result of Contractor's acts, omissions or negligence, Contractor shall assume complete responsibility for notification of affected parties, and be liable for all associated costs incurred by WSAC in responding to or recovering from the Data Breach.

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

(d) TECHNICAL EXAMINATION AND AUDIT. Upon advance written request, Contractor agrees that WSAC or its designated representative shall have reasonable access to Services purchased by WSAC under this contract, its operational documentation, records and databases, including online inspections. The online inspection shall allow WSAC, its authorized agents, or a mutually acceptable third party hired by WSAC, to test that controls are in place and working as intended. Tests may include, but not be limited to, the following:

1) Operating system/network vulnerability scans;
2) Web application vulnerability scans;
3) Database application vulnerability scans; and
4) Any other scans to be performed by WSAC or representatives on behalf of WSAC.

Contractor shall allow WSAC reasonable access to Services security logs, latency statistics, and other related Services security data that affect this Contract and WSAC's Data, at no cost to WSAC. After any significant Data loss, specific to data stored within the Services platform, or as a result of any disaster or catastrophic failure, Contractor will at its expense have an independent, industry-recognized third party perform an information security audit. This does not apply to data loss resulting from interruptions in the Services stemming from WSAC's computers, network hardware, internet connectivity, or other elements owned or controlled by WSAC that are reasonably required to use Services. The audit results shall be shared with WSAC within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor will provide WSAC with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Contract.

7.4 ACCESSIBILITY REQUIREMENT.

Meet Washington state's Digital Accessibility Standard which as of 7/1/2026 specifies Web Content Accessibility Guidelines (WCAG) 2.2 level AA.
https://watech.wa.gov/sites/default/files/2025-01/USER-01-01-S%20Digital%20Accessibility%20Standard.pdf

8. INVOICING & PAYMENT.

8.1 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. 27PR022;
(b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative);
(c) Contractor's State of Washington Statewide Vendor Number (SVN);
(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.

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

Contractor's invoices for payment shall reflect accurate Contract prices. Invoices shall 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.

8.2. 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.

8.3. 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.

8.4. 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.

8.5. 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.

8.6. 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.

9. CONTRACT MANAGEMENT.

9.1. 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:

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

WSAC	**Concourse Tech Inc.**
Attn: Shannon Venezia WSAC PO Box 43430 Olympia, WA 98504 Tel: (360) 485-1065 Email: ShannonV@wsac.wa.gov	Attn: Kelsey Shaner Concourse Tech Inc. 169 Madison Ave, Suite 15520 New York, NY 10016 Tel: (646) 305-9964 Email: sales@concoursetech.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.

9.2. 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

9.3. LEGAL NOTICES. Any legal 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	**Concourse Tech Inc.**
Attn: Stacey Warick WSAC PO Box 43430 Olympia, WA 98504 Email: staceywa@wsac.wa.gov	Attn: Kelsey Shaner Concourse Tech Inc. 169 Madison Ave, Suite 15520 New York, NY 10016 Email: sales@concoursetech.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. RECORDS RETENTION & AUDITS.

10.1. 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.

10.2. 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.

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

11. INSURANCE.

11.1. 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 Services and no additional payment shall be made to Contractor.

11.2. 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 shall 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.

12. CLAIMS.

12.1. 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.

12.2. 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") to the extent 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. 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.

12.3. 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 Services with substantially similar and functionally equivalent non-infringing Services. Notwithstanding the foregoing, Contractor shall have no obligation under this Section to the extent any Claim arises from: (i) modifications to the Services made by or for WSAC other than by Contractor; (ii) use of the Services in combination with products, services, or materials not provided

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

or approved in writing by Contractor, where the alleged infringement would have been avoided but for such combination; (iii) WSAC-supplied content, data, specifications, or instructions; or (iv) open-source components selected by or at the written direction of WSAC and not within Contractor's reasonable control. If neither procurement of rights nor non-infringing replacement is commercially reasonable, Contractor may, in its discretion and upon written notice to WSAC, terminate the affected Services and refund a prorated portion of any pre-paid fees attributable to the terminated Services for the unused portion of the then-current term.

13. DISPUTE RESOLUTION.

13.1. 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.

14. SUSPENSION; EXPIRATION; TERMINATION; REMEDIES

14.1. 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 shall not affect rights or obligations accrued or owed before the effective date of the termination notice.

14.2. TERMINATION FOR 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 shall reimburse Contractor for 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 shall have no obligation or liability to Contractor.

14.3. 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 Services

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

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.

14.4. 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.

14.5. CONTRACTOR OBLIGATIONS – EXPIRATION OR TERMINATION. Upon expiration or termination of this Contract, Contractor shall: (a) continue to fulfill its warranty obligations with respect to any 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.

14.6. 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 fails to maintain the insurance coverages specified herein or timely provide to WSAC the Certificate of Insurance and updates thereto specified herein, or

(d) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

14.7. 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 WSAC's 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.

14.8. 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.

14.9. LIMITATION ON DAMAGES. Except for liability arising from a party's gross negligence or willful misconduct, each party's total aggregate liability arising out of or related to this Contract, whether in contract, tort (including negligence), strict liability, or otherwise, shall not exceed the amount of fees paid or payable by WSAC to Contractor under this Contract in the twelve (12) month period immediately preceding the event giving rise to the Claim. In no event shall either party be liable for any indirect, incidental, special, consequential, or punitive damages, or for any

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

loss of profits, revenue, or data, however caused and under any theory of liability, even if advised of the possibility of such damages.

14.10. 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 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.

15. PUBLIC INFORMATION & PUBLIC RECORDS DISCLOSURE REQUESTS.

15.1. 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.

15.2. 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 by clearly labeling the records "sensitive".

15.3. WSAC'S 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, shall do the following: WSAC's Public Records Officer shall 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 shall 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 shall 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 shall 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.

16. ORDER OF PRECEDENCE

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

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

1. Applicable federal and state of Washington statutes and regulations
2. General terms and conditions as contained in this basic contract instrument
3. Exhibit A – Performance
4. Exhibit B – Pricing
5. Exhibit C – Insurance
6. Attachment A – Request for Proposals No. (RFP#27RQ001)
7. Attachment B – Contractor's Proposal dated (3/25/2026)
8. Any other provision, term or material incorporated herein by reference or otherwise incorporated.

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. NONDISCRIMINATION.

(a) Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

(b) Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

(c) Default. Notwithstanding any provision to the contrary, Agency may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Agency receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Agency may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

(d) Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract 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, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Agency shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Agency for default under this provision.

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

17.4. 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.

17.5. 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.

17.6. 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.

17.7. 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.

17.8. 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 shall not pay for or otherwise provide such coverage for Contractor and its employees and agents.

17.9. 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.

17.10. 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.

17.11. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED 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.

17.12. 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

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

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.

17.13. 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.

17.14. 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.

17.15. 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.

17.16. 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.

17.17. 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.

17.18. 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.

17.19. 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.

17.20. 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

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

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.

17.21. 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.

17.22. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Contract in their entirety.

17.23. 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.

17.24. 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.

17.25. 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, or date of execution, whichever is later.

Washington Student Achievement Council	**Concourse Tech Inc.**
Signature: Signed by: Luke Minor B19B7B0D4B114C9...	Signature: Signed by: Mike Mumma D06CBE9EA9E647A...
Name: Lucas Minor Title: Senior Director Date: 6/30/2026 Email: lucasm@wsac.wa.gov	Name: Mike Mumma Title: General Manager Date: 6/30/2026 Email: mike@concoursetech.com
Reviewed and Concur with Agreement WSAC: Shannon Venezia	Signature: Signed by: Shannon Venezia, PhD 7D0B17B7E367412... Date: 6/30/2026

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

INCLUDED SERVICES
PERFORMANCE REQUIREMENTS

Statement of Work:

The Contractor will work closely with the Washington Student Achievement Council (WSAC) Washington Student Financial Aid Application (WASFA) staff, to provide an electronic WASFA application. This will benefit students who are not eligible for federal financial aid programs or who choose not to complete the Free Application for Federal Student Aid (FAFSA). RCW 28B.15.012(2)(a-e) is the overarching state law guiding this application. The Contractor will be responsible for ensuring the WASFA application is updated annually and available to students in accordance with federal application opening and closing dates.

The Contractor and its systems must be able meet these minimum requirements (subject to change):

- Application development must occur in a secure location that meets the following security standards:
  - Pass the WA state Office of Cybersecurity (OCS) Security Design Review process. This process can take several months depending on how prepared the Contractor is. The Security Design Review template is attached to this Competitive Solicitation as Exhibit G for your reference.
  - Use Washington's single sign-on "wa.gov" authentication for all user account access. The wa.gov authentication framework uses the Contractor Okta's Auth0 technology and is intended to provide a single account that can be used to access all state web sites.
  - A separate non-production application environment for testing where application uploads and verification can take place for WSAC staff.
- The system must be able to run two application cycles at one time.
- WSAC must have the ability to set the closing date for the application year.
- WSAC requires access to update the application when data element descriptions or instructions change.
- The Contractor must have a process in place to address any bug and/or technical fixes within a reasonable agreed upon time frame.
- The Contractor must meet Washington State records retention policies where all student data meeting the required retention period shall be dispositioned on a minimum annual schedule by WSAC staff or upon request by WSAC staff.
- Students and parents must be able to sign the application electronically. Accommodation for alternate signing for incarcerated students, as an example, may be necessary.
- Provide training for WSAC staff.

The electronic application must include:

- School selection interface - The system must include a mechanism that allows students to select one or more institutions and ensures that each selected institution receives the student's completed application. Open on time by mirroring FAFSA timeline, as defined by the Department of Education (generally no later than 10/1 of the year prior to the FAFSA aid year).

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

- Ability to provide end user application editing, which is the ability for the student or parent to edit and resubmit the application.
- Ability for Financial Aid Administrators to make corrections by allowing them access to edit a student's application and resubmit.
- Ability to produce a unique transaction number for each new or resubmitted application.
- Daily data file – will be created which includes electronic data file containing all the student applications received each day in a format that WSAC can read into its database and transmit to the schools selected by each student.
- Student ID number – a unique nine-digit identification number will be assigned to each applicant. A seed number should be created for new applicants (for example 98xxxxxxx).
- The application must be available in English and Spanish, ideally with additional multiple language translation options.
- The ability to permanently delete applications as needed.
- The application must have fraud prevention measures in place such as verifying/identifying multiple applications that contain the same SSN, fake IDs, etc.
- A mechanism to mark applications as fraudulent.
- The ability for students to update their account/profile information (registered name or email address linked to the account).
- The application must be developed using a responsive design methodology, ensuring seamless functionality across desktop, tablet, and mobile devices.

The WASFA application will be fully functional and include all the agreed upon elements by October 1 of the financial aid application year. As an example for the 2027-28 financial aid year, the live, fully functional WASFA will be delivered no later than 12:00 pm September 30, 2026.

The Contractor and WSAC staff will collaborate in updating and ensuring the WASFA application meets the needs of both the applicant and addresses any changes required by WSAC. Status meetings will be held regularly to confirm agreed upon tasks are on point and within target completion.

PERFORMANCE REQUIREMENTS AND FACTORS			
REQ ID	**Performance Requirement and Stated Business Need**	**Bidder's Compliance**	**Written Response**
1.	Bidder must provide a transition and start-up schedule of dates and specific work that would need to be completed to transition services as described in the solicitation from the incumbent to the apparent successful bidder, and to start-up these services.	☒ Yes ☐ No	**Transition Strategy** Given the tight window between contract execution (September 10, 2026) and the go-live deadline (September 30, 2026 at 12:00 PM), a traditional post-contract implementation is not feasible. Concourse's transition strategy leverages the approximately 21-week period between ASB announcement and contract start to complete the majority of development, security review, and testing work — at Concourse's risk and expense — so that the platform is ready for final configuration and go-live within the first 20 days of the contract term. **Critical Path: OCS Security Design Review**

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

PERFORMANCE REQUIREMENTS AND FACTORS			
REQ ID	**Performance Requirement and Stated Business Need**	**Bidder's Compliance**	**Written Response**
			• The WA Office of Cybersecurity Security Design Review is the single most critical dependency on the timeline. The RFP notes this process 'can take several months depending on how prepared the Contractor is.' Concourse will submit Checklist A within the first week of ASB designation and begin Checklist B preparation immediately. Our existing SOC 2 Type II certification and documented security controls position us to respond efficiently to the review requirements. **Detailed Implementation Schedule** **Phase 0: Pre-Contract Preparation** April 17 – May 1, 2026 2 weeks • ASB designation received • Initiate OCS Security Design Review (Checklist A submitted) • Kickoff meetings with WSAC WASFA staff • Detailed requirements deep-dive workshops • wa.gov SSO integration planning with WaTech • Data file format specification with WSAC database team • Project plan with milestones and WSAC review gates **Phase 1: Core Development & SSO Integration** May 2 – June 26, 2026 8 weeks • Simplified application forms (English and Spanish) • wa.gov SSO integration (Okta Auth0) implemented • Student ID generation system (98xxxxxxx seed) • Unique transaction number system • School selection interface built • Electronic signature functionality (UETA compliant) • Responsive design across desktop/tablet/mobile • Non-production test environment deployed • OCS Checklist B submitted (if Tier 2 review required) **Phase 2: Advanced Features & Integration**

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

PERFORMANCE REQUIREMENTS AND FACTORS			
REQ ID	**Performance Requirement and Stated Business Need**	**Bidder's Compliance**	**Written Response**
			June 27 – July 31, 2026 5 weeks ● Fraud detection engine (duplicate SSN, fake ID detection) ● Admin interfaces (WSAC staff and Financial Aid Administrators) ● Daily data file generation and automated export ● Application editing/correction/resubmit workflows ● Dual concurrent application cycle support ● Records retention and deletion capabilities ● Back-end financial calculation engine ● Alternate signing accommodations **Phase 3: Testing & Security Validation** August 1 – August 28, 2026 4 weeks ● User acceptance testing with WSAC staff in non-production environment ● Bilingual QA review (English/Spanish) ● Penetration testing and vulnerability remediation ● OCS Security Design Review progress/approval pursued ● Data file validation with WSAC database team ● Dual application cycle testing ● Performance and load testing ● Disaster recovery testing **Phase 4: Training & Pre-Production** August 29 – September 9, 2026 ~2 weeks ● WSAC staff training sessions (administrative functions, reporting) ● Financial Aid Administrator training materials developed ● Soft launch to limited users for final validation ● Production deployment preparation ● Go-live runbook and rollback procedures documented ● Final WSAC acceptance in staging environment **Phase 5: Contract Start & Go-Live** September 10 – September 30, 2026 20 days ● Contract executed (September 10) ● Final production configuration and adjustments ● Production monitoring active ● WASFA 2027-28 application LIVE by 12:00 PM September 30, 2026 ● Help desk and support channels operational

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

PERFORMANCE REQUIREMENTS AND FACTORS			
REQ ID	**Performance Requirement and Stated Business Need**	**Bidder's Compliance**	**Written Response**
			• Daily data file generation confirmed operational • Hypercare support period begins **Incumbent Transition Considerations** Concourse will coordinate with WSAC to ensure a smooth transition from the incumbent provider. Key transition activities include: • Working with WSAC to understand the current WASFA data model and any historical data that may need to be referenced (not necessarily migrated, as the simplified application represents a new design) • Coordinating with WSAC's database team to ensure the daily data file format is compatible with existing downstream systems at institutions • Ensuring no disruption to any active application cycle during the transition period • Providing WSAC with a sixty (60) day transition assistance commitment at end-of-contract per Contract Section 3.17 **Annual Update Cycle** Following initial go-live, Concourse will work collaboratively with WSAC staff annually to update the WASFA application for each new financial aid year. Status meetings will be held regularly to confirm agreed-upon tasks are on track and within target completion. The annual update process will typically begin in the spring, with WSAC-approved changes tested in the non-production environment before promotion to production by the October 1 opening date.
2.	Bidder must explain what procedures are in place for handling data breaches or security incidents.	☒ Yes ☐ No	Concourse maintains a comprehensive incident response process aligned with the National Institute of Standards and Technology (NIST) Cybersecurity Framework and NIST Special Publication 800-61 (Computer Security Incident Handling Guide). Our incident response procedures are designed to meet the contractual requirements of Section 8.3.3 of the draft Contract, including the forty-eight (48) hour notification requirement. **Incident Response Phases:** Our incident response lifecycle encompasses the following phases: **1. Detection & Identification** • Continuous monitoring via intrusion detection/prevention systems (IDS/IPS) at critical network junctures • Automated alerting on anomalous activity patterns • Log correlation and analysis per documented logging strategy • Classification of event severity (Critical/High/Medium/Low)

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

PERFORMANCE REQUIREMENTS AND FACTORS			
REQ ID	**Performance Requirement and Stated Business Need**	**Bidder's Compliance**	**Written Response**
			Continuous / Immediate upon detection **2. Containment** • Isolate affected systems to prevent lateral movement • Preserve forensic evidence for investigation • Activate incident response team with designated responders • Begin parallel notification process *Within hours of confirmed incident* **3. Notification** • Notify WSAC by fastest means available (phone + email) • Provide written notification within 48 hours per Contract Section 8.3.3 • Notification includes: nature of breach, data accessed/used/disclosed, person(s) involved (if known), quarantine/mitigation actions taken, corrective actions planned • Coordinate with WSAC on communication plan per RCW 19.255.010 and RCW 42.56.590 *Within 48 hours of reasonable belief of breach* **4. Eradication & Recovery** • Remove threat vectors and remediate vulnerabilities • Restore services from verified clean backups • Validate system integrity before returning to production • Implement additional monitoring for recurrence *As rapidly as possible; timeline varies by severity* **5. Post-Incident Review** • Conduct root cause analysis • Document lessons learned • Update incident response plan based on findings • Share investigation report with WSAC • Implement preventive measures to avoid recurrence *Within 30 days of incident resolution* Contractor Responsibility: If a data breach is found to result from Concourse's acts, omissions, or negligence, Concourse assumes complete responsibility for notification of affected parties and all associated costs, as specified in Contract Section 8.3.3. Following any significant data loss or catastrophic failure, Concourse will engage an independent, industry-recognized third party to perform an information security audit. Results will be shared with

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

PERFORMANCE REQUIREMENTS AND FACTORS			
REQ ID	**Performance Requirement and Stated Business Need**	**Bidder's Compliance**	**Written Response**
			WSAC within seven (7) days of receipt, with written evidence of planned remediation provided within thirty (30) days, per Contract Section 8.3.4.
3.	How does the Bidder ensure data privacy and compliance?	☒ Yes ☐ No	Concourse ensures data privacy and compliance through a layered approach encompassing organizational, technical, and administrative safeguards aligned with OCIO Policy 141 – Securing Information Technology Assets Standards. **Data Classification** All WASFA student data is classified as Category 3 (Confidential Information) or higher per OCIO 141.10 Section 4.1, and treated accordingly throughout its lifecycle — collection, processing, storage, transmission, and disposition **Encryption at Rest** All student data encrypted using AES-256 (FIPS 197 validated) with FIPS 140-3 compliant cryptographic modules. Encryption keys stored separately from encrypted data with access restricted to authorized personnel **Encryption in Transit** All data transmitted using TLS 1.2 or later. Non-compliant cipher suites are disabled. SSH 2.0 or later used for administrative access. Strongest available cipher suites configured on all endpoints **U.S. Data Residency** All student data — production, backup, and disaster recovery — is hosted exclusively within data centers located in the United States. No data leaves U.S. borders at any time **Access Controls** Role-based access following the principle of least privilege. Unique user IDs for all users. Multi-factor authentication for administrative access. Maximum 5 failed login attempts with 15-minute lockout. No shared or generic accounts **Audit Logging** Comprehensive logging of all user activities, administrative actions, authentication events, and system changes. Logs protected against tampering, synchronized to accurate time source, and retained per documented policy Additional Safeguards: Concourse implements the following additional privacy and compliance measures:

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

PERFORMANCE REQUIREMENTS AND FACTORS			
REQ ID	**Performance Requirement and Stated Business Need**	**Bidder's Compliance**	**Written Response**
			● Annual security certifications provided to WSAC: AICPA SSAE No. 18 SOC 1 Type II audit report, SOC 2 Type I report per AICPA AT 101, and attestation of compliance with OCIO Security Policy 141 ● Vulnerability management program including regular operating system, web application, and database vulnerability scans, with time-specific criteria for patch deployment including zero-day patches Concourse | Confidential Page 18 of 48 ● Secure development lifecycle following OWASP guidelines to prevent common vulnerabilities (SQL injection, XSS, CSRF, etc.) with code review before production releases ● Separation of development, test, and production environments with prohibition on Category 3+ data in development/test unless specifically authorized ● WSAC-accessible security logs, latency statistics, and security data at no additional cost per Contract Section 8.3.4 ● Anti-malware protection kept current with integration into Washington Computer Incident Response Center (WACIRC) reporting processes ● Formal change management process ensuring all modifications are tested, approved, and documented before production deployment ● Staff security awareness training and ongoing education for all personnel with access to WSAC data **OCIO 141.10 Compliance Commitment** ● Concourse is committed to full compliance with OCIO 141.10 – Securing Information Technology Assets Standards. We have reviewed the Security Design Review template (Exhibit G) in its entirety, including Checklists A and B, and are prepared to respond affirmatively to each applicable section. Our existing SOC 2 Type II certification covers a significant portion of the OCIO 141.10 control requirements, and we will address any gaps identified during the OCS review process.
4.	Does the bidder have a separate non-production application environment for testing where application uploads and verification can take place?	☒ Yes ☐ No	Non-Production Testing Environment Concourse will provide a dedicated, separate non-production environment that mirrors the production platform. This environment enables WSAC staff to: ● Upload and verify application configurations before promoting to production Concourse | Confidential Page 11 of 48 ● Test data element description and instruction changes ● Validate annual application updates before the start of each FAFSA cycle

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

PERFORMANCE REQUIREMENTS AND FACTORS			
REQ ID	**Performance Requirement and Stated Business Need**	**Bidder's Compliance**	**Written Response**
			● Train new WSAC staff and Financial Aid Administrators in a safe sandbox ● Verify daily data file format and content before production deployment ● Test dual application cycle configurations The non-production environment will be refreshed regularly and will use anonymized test data — never actual student records — in compliance with OCIO 141.10 Section 7.2(3), which prohibits the use of Category 3 or higher data in development environments unless specifically authorized.
5.	Does Bidder have experience creating a secure online application? If so, how many and for what purpose?	☒ Yes ☐ No	Concourse has direct experience designing, building, and deploying secure online applications for government entities. Our custom development projects demonstrate the exact capabilities required for the WASFA platform — citizen/constituent-facing web portals with secure data collection, workflow management, and multi-stakeholder access. **Custom Application Development Track Record** ● State of Oklahoma – Statewide Solicitation & Contract Management Platform Concourse built a custom statewide platform serving 600+ state agencies and municipalities with 3,000+ suppliers. This enterprise-scale application included centralized contract management, solicitation management with multi-agency bid processes, and unified vendor portals with integrated financial tracking. The platform was delivered in under 60 days, demonstrating our ability to rapidly develop and deploy complex government applications under tight timelines. ● City of Owosso, Michigan – Community Engagement Portal Concourse built a citizen-facing web portal enabling public submission of requests, surveys, and feedback with a map-based 311-style interface. The portal included intake forms, submission workflows, staff triage and response management, and location-aware context — directly analogous to WASFA's student-facing application intake, institutional routing, and administrative review capabilities. Delivered in under 60 days. In addition to our own custom development work, Concourse has delivered identity management, electronic signature, and secure application platforms to government agencies across the country, including: ● Single sign-on and federation platforms for state benefits portals managing over 1.5 million external identities (Maryland Health Benefit Exchange)

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

PERFORMANCE REQUIREMENTS AND FACTORS			
REQ ID	**Performance Requirement and Stated Business Need**	**Bidder's Compliance**	**Written Response**
			● Federated identity and submission management platforms with SSO-enabled sandbox environments for state agencies (Texas Health and Human Services Commission) ● Enterprise electronic signature platforms supporting 20,000+ transactions for state government workflows (State of Maryland Department of Budget and Management) ● Student data privacy governance frameworks under FERPA, COPPA, and state education laws (Erie 1 BOCES, New York) Relevance to WASFA Our experience building secure government web applications is directly transferable to the WASFA platform. The core competencies required — secure online form design, identity federation, multi-role access control, data workflow automation, and compliance with state security standards — are competencies we have demonstrated repeatedly in production environments.
6.	Does the Bidder have experience working with student populations?	☒ Yes ☐ No	Concourse has experience serving education-sector clients, including the delivery of student data privacy governance solutions for K-12 educational cooperative services (Erie 1 BOCES in New York). This engagement required deep understanding of student data sensitivity, FERPA compliance requirements, and the unique challenges of protecting minor student information within multi-district educational environments. Additionally, our experience building citizen-facing government portals has equipped us with a strong understanding of the design principles necessary when serving diverse, often non-technical user populations — principles directly applicable to the student users of the WASFA. **These include:** ● Plain-language, jargon-free form design that reduces cognitive burden and completion anxiety ● Progressive disclosure that shows only relevant questions based on prior responses ● Mobile-first responsive design recognizing that many students primarily access web applications via smartphone ● Bilingual design that treats Spanish as a first-class language (not a secondary translation) with culturally appropriate terminology ● Accessible design supporting students with disabilities and accommodating diverse technology access levels ● Clear save-and-return functionality so students can complete the application across multiple sessions

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

PERFORMANCE REQUIREMENTS AND FACTORS			
REQ ID	**Performance Requirement and Stated Business Need**	**Bidder's Compliance**	**Written Response**
7.	Does the bidder has the ability to do back end calculations as necessary.	☒ Yes ☐ No	Concourse confirms that the WASFA platform will support configurable back-end calculations. This capability is essential for the simplified WASFA, where income and household size data must be processed to determine a student's financial need category for WA Grant eligibility. **Our platform will include:** ● A configurable calculation engine that evaluates applicant-provided income data against WSAC-defined thresholds and household size tables Concourse | Confidential Page 22 of 48 ● Support for annual updates to calculation parameters (income brackets, household size adjustments) by WSAC staff without requiring code changes ● Validation rules that flag inconsistencies or out-of-range values in submitted financial data before application finalization ● Audit logging of all calculation results for transparency and accountability ● Ability to apply different calculation logic per application cycle when running dual concurrent cycles
8.	Does the Bidder have experience working with state or federal financial aid programs? If not, what experience do you have working with providing applicant data using income and family demographics?	☒ Yes ☐ No	While Concourse does not claim direct experience operating a state or federal financial aid application, we bring highly relevant experience in building and operating government platforms that process applicant data using income and family demographics. **Our custom government application development includes:** ● Building platforms that collect, validate, and process sensitive personal and financial information for government eligibility determinations ● Implementing back-end calculation engines that evaluate applicant data against program-specific eligibility criteria — directly analogous to the WASFA's need to assess income and household size against WA Grant thresholds ● Delivering identity and access management solutions for state benefits exchanges (Maryland Health Benefit Exchange) where applicant income and demographic data drives eligibility for health insurance subsidies — a structurally similar use case to WSAC's WA Grant eligibility determination ● Managing data workflows that route applicant records to multiple downstream institutions based on applicant selections, mirroring WASFA's school selection and data distribution model

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

PERFORMANCE REQUIREMENTS AND FACTORS			
REQ ID	**Performance Requirement and Stated Business Need**	**Bidder's Compliance**	**Written Response**
			Concourse's technical team understands the financial aid landscape, the relationship between the FAFSA and state alternative applications, and the policy context that drives the simplification of the WASFA to focus on income and household size. We are committed to working collaboratively with WSAC staff — who hold the subject matter expertise in financial aid policy — to ensure the platform accurately reflects all current and future eligibility logic.
9.	Has the Bidder provided regular automated data downloads to integrate with additional client applications?	☒ Yes ☐ No	Concourse has extensive experience delivering automated data integration solutions for government clients, including enterprise integration platforms (SnapLogic for Massachusetts Port Authority) and API-driven data workflows for state agencies. **For the WASFA platform, we will implement the following automated data download capabilities:** ● Daily Data File Generation An automated process runs daily to compile all student applications received that day into an electronic data file. The file format will be defined collaboratively with WSAC to ensure compatibility with WSAC's existing database systems. ● School Distribution The daily data file includes routing information based on each student's school selections, enabling WSAC to transmit application data to the institutions selected by each student. ● Configurable Export Formats Support for multiple file formats (CSV, XML, JSON, or fixed-width as WSAC requires) with configurable field mappings and delimiters. ● Automated Scheduling Data files are generated on a configurable daily schedule with automated delivery to WSAC-designated secure endpoints (SFTP, API, or other agreed-upon mechanism). ● Error Handling & Notifications Automated alerting if a daily file generation fails or produces anomalous results, ensuring WSAC is immediately aware of any data delivery issues. ● Historical File Access Previous daily files remain accessible for re-download through the administrative interface for a WSAC-defined retention period.
10.	Has the Bidder provided a process where completed applications can be	☒ Yes ☐ No	The WASFA platform provides comprehensive application editing and correction capabilities across all user roles.

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

PERFORMANCE REQUIREMENTS AND FACTORS			
REQ ID	**Performance Requirement and Stated Business Need**	**Bidder's Compliance**	**Written Response**
	updated or corrected by the end users themselves and by system administrators and other authorized users such as educational institutions?		**Student/Parent** Edit any field on their own application; update profile information (name, email) Student accesses their application through wa.gov SSO → makes corrections → electronically re-signs → application receives a new unique transaction number → updated data included in next daily file **Financial Aid Administrator** Edit any field on applications routed to their institution; make corrections on behalf of students Administrator accesses application through institution-scoped wa.gov SSO → identifies correction needed → makes edit → resubmits → new transaction number generated → correction reflected in next daily file **WSAC Staff** Full administrative access to edit any application; update data element descriptions and instructions; manage application status Staff accesses admin interface via wa.gov SSO → selects application → makes correction or status change → resubmits if applicable → full audit trail maintained Each edit or resubmission generates a new unique transaction number, creating a complete audit trail of all application changes. The original application data is preserved for reference alongside all subsequent modifications.
11.	Does the Bidder have experience collecting electronic signatures in compliance with current Washington State guidance as outlined under the Uniform Electronic Transactions Act (UETA, RCW 1.80)	☒ Yes ☐ No	Concourse has experience deploying enterprise electronic signature solutions for state government agencies, including platforms supporting over 20,000 transactions for the State of Maryland. Our WASFA platform will implement electronic signatures that fully comply with Washington's Uniform Electronic Transactions Act (UETA, RCW 1.80), which provides that electronic signatures have the same legal effect as handwritten signatures when the parties consent to conduct transactions electronically. **Our electronic signature implementation for the WASFA includes:** ● Consent-Based Framework Students and parents explicitly consent to electronic signing as part of the application process, as required by UETA. Clear disclosure of what is being signed and the legal implications.

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

PERFORMANCE REQUIREMENTS AND FACTORS			
REQ ID	**Performance Requirement and Stated Business Need**	**Bidder's Compliance**	**Written Response**
			● Identity Verification Electronic signatures are bound to the authenticated wa.gov SSO identity of the signer, providing strong attribution and non-repudiation through the state's identity infrastructure. ● Intent to Sign Clear, affirmative action required (not just form submission) — signers must review a summary of their application and deliberately execute the electronic signature. ● Audit Trail Complete record of signing events including signer identity, timestamp, IP address, and the specific application version signed. This record is retained per Washington State records retention policies. ● Record Retention Signed applications are stored in a tamper-evident format that preserves the integrity of the signed record for the required retention period. ● Alternate Signing Accommodations For incarcerated students or others who cannot access the standard electronic signing process, the platform supports alternate signing workflows. These may include designated proxy signing with appropriate authorization documentation, paper-based signature collection with digital attachment to the electronic application, or coordination with institutional representatives who can facilitate the signing process. Concourse will work with WSAC to define the specific alternate signing procedures that meet the needs of these populations.
12.	Does the Bidder have a mechanism for identifying duplicate applications and/or fraudulent applications?	☒ Yes ☐ No	The WASFA platform includes a multi-layered fraud detection engine designed to identify and flag potentially fraudulent applications. Given the sensitive nature of financial aid data, preventing fraud is essential to maintaining program integrity and protecting both students and taxpayers. **Duplicate SSN Detection** Real-time validation at submission to identify multiple applications containing the same Social Security Number. The system alerts administrators and prevents duplicate submissions from progressing without review. **Fake ID Pattern Detection** Algorithmic checks for known patterns associated with fabricated identification numbers (e.g., SSNs that fail checksum validation, sequential or patterned numbers, numbers from known invalid ranges). **Cross-Application Analysis** Detection of suspicious patterns across applications — such as identical financial data submitted with different identities,

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

PERFORMANCE REQUIREMENTS AND FACTORS			
REQ ID	**Performance Requirement and Stated Business Need**	**Bidder's Compliance**	**Written Response**
			multiple applications from the same IP address within short time windows, or inconsistent demographic data. **Administrative Flagging** WSAC staff can manually flag and mark any application as fraudulent through the administrative interface. Flagged applications are clearly identified in the system and excluded from standard processing workflows. **Velocity Controls** Rate limiting and behavioral analysis to detect automated submission attempts or bot-driven applications. **Audit & Reporting** Comprehensive reporting on fraud detection metrics — applications flagged, types of fraud detected, resolution outcomes — to support WSAC's ongoing program integrity efforts. The fraud detection engine is configurable by WSAC staff, allowing thresholds and rules to be adjusted as fraud patterns evolve without requiring code changes.
13.	Does the Bidder have a disaster recovery plan in place and a methodology for testing?	☒ Yes ☐ No	Concourse maintains a comprehensive disaster recovery (DR) plan for all hosted services, designed to ensure continuity of the WASFA platform in the event of infrastructure failure, natural disaster, or other catastrophic events. **The DR plan encompasses:** ● Geographically Distributed Infrastructure Production and disaster recovery environments are hosted in geographically separate U.S.-based data centers. All student data is replicated to the DR site to enable rapid failover. ● Automated Data Replication Database replication ensures near real-time synchronization between primary and DR sites. Backup media is stored securely at the designated off-site facility per OCIO 141.10 Section 8.4. ● Regular Backup Schedule Full backups on a scheduled basis with incremental backups between full backup cycles. Backup integrity is verified through automated validation processes. Archival and rotation requirements are based on risk assessment per OCIO 141.10 Section 8.4(1). ● Defined Recovery Objectives Recovery procedures are documented with clearly defined recovery point and recovery time targets appropriate to the WASFA platform's importance

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

PERFORMANCE REQUIREMENTS AND FACTORS			
REQ ID	**Performance Requirement and Stated Business Need**	**Bidder's Compliance**	**Written Response**
			level. These targets will be agreed upon with WSAC during the implementation phase. ● Failover Procedures Documented runbooks for failover to the DR site, including automated health checks, DNS redirection, and validation steps to confirm service restoration. ● Communication Plan Defined escalation procedures, designated response personnel, and communication protocols to ensure WSAC is informed throughout any disaster recovery event. **DR Testing Methodology** Concourse tests disaster recovery procedures at least annually, as required by OCIO 141.10 Section 11(3), with the following approach: **Tabletop Exercise** Annually Walk-through of the full DR plan with all responsible personnel. Validates communication procedures, roles, and escalation paths. **Backup Restoration Test** Quarterly Full restoration of WASFA data from backup media to validate backup integrity and measure actual recovery times per OCIO 141.10 Section 8.4(2). **Failover Simulation** Annually Controlled failover to DR site to validate infrastructure readiness, data integrity, and service restoration procedures. Results documented and shared with WSAC. **Post-Incident Review** After each event Following any actual disaster or catastrophic failure, Concourse engages an independent third party for an information security audit per Contract Section 8.3.4. Lessons learned are incorporated into the DR plan. DR test results, including any identified gaps and planned remediation, are documented and made available to WSAC. The DR plan is treated as a living document, updated after each test and after any significant infrastructure or application changes.

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

PERFORMANCE REQUIREMENTS AND FACTORS			
REQ ID	**Performance Requirement and Stated Business Need**	**Bidder's Compliance**	**Written Response**
14.	Bidder must ensure that all customer data must remain within the United States at all times and that all data security and protection measures must be in place based on WaTech Policies.	☒ Yes ☐ No	[redacted]
15.	Bidder must attend and participate in meetings as needed, conference calls, and communications in writing.	☒ Yes ☐ No	
16.	Bidder, in performing these services, must demonstrate leadership competencies that align with Washington State's values. Bidder acknowledges and understands both the *Washington State Enterprise Diversity, Equity, and Inclusion Competencies* and *Washington State Enterprise Leadership Competencies*.	☒ Yes ☐ No	

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

PRICES
FOR
PERFORMANCE REQUIREMENTS

Required Information (do not add or alter table rows)

Project Start-Up.

Proposed Work Phase - Schedule	Amount Due on Completion
Total One-Time Startup Costs (due upon final configuration and delivery of functioning platform)	$ Included

Annual Subscription Rate

Fee Description	Fee Amount
Year 1 Annual Subscription (on-going license/service fees)	$90,000
Year 2 Annual Subscription (on-going license/service fees)	$90,000
Year 3 Annual Subscription (on-going license/service fees)	$90,000

Non-Standard Project-Based Hourly Rates

In general, all costs associated with the on-going maintenance and customization of the platform are to be included as part of the startup and annual subscription fees. However, the Agency recognizes that certain non-standard customizations may be required from time-to-time. Any such customizations are expected to be minimal and any associated additional costs are to be agreed upon in advance by the Agency and the Contractor.

Flat Hourly Rate

Fee Description	Hourly Rate
Flat Hourly rate for non-standard projects/customizations	$135

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

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 $2,000,000 per occurrence and $4,000,000 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. Symbol 1' commercial automobile liability coverage (and, if necessary, commercial umbrella liability insurance) including coverage for all owned, hired, and non-owned vehicles. The combined single limit per accident shall not be less than $1,000,000.

    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, Cyber-Security and Professional Liability.

    f. PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) INSURANCE. Professional liability insurance in the amount of not less than $1,000,000 combined single limit per occurrence or claim, $2,000,000 general annual aggregate for malpractice or errors and omissions coverage against liability for damages because of personal injury, bodily injury, death, or damage to property, including the loss of use thereof, and damages because of negligent acts, errors, and omissions in any way related to this Master Contract. The policy shall have an extended reporting period of not less than five (5) years after completion.

    g. CYBER-SECURITY AND PRIVACY BREACH. Cyber risk insurance, on a claim form. This coverage shall include Contractual Liability insurance for the indemnity provided under this Contract. Limits are $7,500,000 per occurrence and $12,000,000 aggregate. As a separate policy of in coordination with other coverages, must include but is not limited to coverage for first-party costs and third-party claims from:
        i. Failure to protect data, including unauthorized disclosure, use or access;
        ii. Security failure or privacy breach;
        iii. Failure to disclose such breaches as required by law, regulation or contract;
        iv. Costs associated with notifications, public relations, crisis management advice, credit monitoring, postage, advertising, forensic examinations to determine

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

cause and scope of data breach, WSAC risk mitigation services, and other services to assist in managing and mitigating a cyber-incident;

v. Interruptions of business operations;
vi. RTO expenses;
vii. Network security failure;
viii. Communications and media liability (e.g., infringement of copyright, title, slogan, trademark, trade name, trade dress, service mark or service name in the policyholder's covered material);
ix. Computer fraud;
x. Forgery;
xi. Money and securities;
xii. Employee dishonesty;
xiii. Cyber-extortion;
xiv. Cyber-terrorism;
xv. Electronic Funds Transfer, computer, and electronic transmissions fraud and theft;
xvi. Failure to comply with RCW 19.255.020 and 42.56.590, Health Insurance Portability & Accountability Act of 1996 ("*HIPPA*"), Family Educational Rights and Privacy Act ("*FERPA*"), PCI Data Security Standard, Graham Leach Bliley Act; and
xvii. Other cyber-liability or cyber-crime expenses and provide for associated crisis management and public relations expenses.

The policy must include a waiver of subrogation in the favor of the State, WSAC, and their affiliates.

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 WSAC and 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, and Commercial Automobile Liability, and Pollution Liability Insurance shall include the State of Washington and 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

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

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 sent via email to WSAC at the email address set forth below:

Email: wsaccontracting@wsac.wa.gov
Note: The Email Subject line must state:
Contract Insurance Certificate – Contract No. 27PR022 – Financial Aid Services – WASFA

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, WSAC and the State of Washington. All insurance or self-insurance of WSAC and the State of Washington 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 to WSAC. 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 WSAC and the State of Washington 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.

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

Competitive Solicitation – No. 27RQ001

FOR

FINANCIAL AID SERVICES – WASFA – AGENCY CONTRACT

***Interested bidders*:** On behalf of the Washington Student Achievement Council ("WSAC"), thank you for your interest in contracting with the State of Washington to provide goods/services. To ensure a fair and transparent procurement process that is open to all qualified vendors, Washington's Procurement Code for Goods/Services (RCW 39.26) requires that this procurement be conducted through a competitive solicitation process.

This Competitive Solicitation consists of this document and the exhibits included in the summary table attached as ***Appendix A – Summary Table of All Included Exhibits & the Required Bid Submittals.***

This Competitive Solicitation is organized into the following four sections and one appendix:

- **Section 1 – Opportunity:** Describes the opportunity for Bidders - i.e., what goods/services are being solicited; award type; number of awards; historical sales information; and historical purchasers.
- **Section 2 – Competitive Solicitation Process:** Describes the procurement process for this Competitive Solicitation.
- **Section 3 –Submitting A Bid:** Details how Bidders prepare and submit a bid.
- **Section 4 – Bid Evaluation:** Details how WSAC will review and evaluate bids to determine Contract awards.
- **Appendix A**: *Summary Table of All Exhibits & the Required Bid Submittals*.

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

SECTION 1 – OPPORTUNITY

This section identifies the goods/services that Bidders will be bidding to supply if awarded a contract. This section also includes available historical data regarding prior purchases that may help Bidders evaluate the potential opportunity including, when available, prior purchasing data.

1.1. **SCOPE OF INCLUDED GOODS/SERVICES**. WSAC is utilizing this Competitive Solicitation to solicit value-added bids from innovative, qualified Bidders to provide software services ("WASFA" or "Goods/Services") that, at a minimum, meet or exceed any mandatory minimum specifications for the Goods/Services and/or the mandatory minimum performance requirements for Bidders who are awarded a Contract as set forth in ***Exhibit D-Contract***.

History of WASFA

The Washington Application for State Financial Aid (WASFA) is the primary alternative application to access state aid for any Washington student who cannot or chooses not to file the Federal Application for federal student aid (FAFSA). The WASFA began with the Real Hope Act in 2013-14 and was initially intended mirror the format of the FAFSA for students who couldn't access the FAFSA.

The WAFSA provides access to state financial programs including the flagship Washington College Grant (WA Grant). This entitlement benefit program is guaranteed to all state residents who meet income and other eligibility requirements. WA Grant can cover full tuition for many students attending state public colleges and universities, and can also help pay for approved certificate programs, apprenticeships, and private colleges.

As part of this solicitation, WSAC intends to replace the current WASFA, which mirrors the FAFSA, with a new simplified application focused on the key variables that determine a student's financial need for WA Grant – income and household size.

Learn more about the WASFA at https://wsac.wa.gov/wasfa.

Scope of Work

The Contractor will work closely with the Washington Student Achievement Council (WSAC) Washington Student Financial Aid Application (WASFA) staff, to provide an electronic WASFA application. This will benefit students who are not eligible for federal financial aid programs or who choose not to complete the Free Application for Federal Student Aid (FAFSA). RCW 28B.15.012(2)(a-e) is the overarching state law guiding this application. The Contractor will be responsible for ensuring the WASFA application is updated annually and available to students in alignment with FAFSA opening and closing dates. Further information can be found in ***Exhibit B – Performance Requirements/Non-Cost Factors***.

1.2. **CONTRACT AWARD(S).** WSAC intends to award a Contract as a result of this Competitive Solicitation as attached as ***Exhibit D – Contract***.

Contract Award Type. As detailed below in the *Contract Award Summary Table*, WSAC intends to make one Contract Award, to the highest scored, responsive, responsible Bidder.

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

SECTION 2 – COMPETITIVE SOLICITATION PROCESS

This section describes the procurement process for this Competitive Solicitation, including:

- Information about the purpose of the Competitive Solicitation;
- The form and term of the intended Contract;
- Important deadlines for this Competitive Solicitation;
- Information about the Pre-Bid Conference;
- Where to direct questions or concerns regarding the Competitive Solicitation;
- Limits on Bidder communications during the Competitive Solicitation process;
- Information about the complaint, debrief and protest process; and
- The process for potential amendments or modifications to the Competitive Solicitation.

2.1. **PURPOSE OF THE COMPETITIVE SOLICITATION.** The Competitive Solicitation is a required formal process for WSAC to receive competitive bids from interested Bidders to evaluate pursuant to described criteria and, as appropriate, award Contracts for specified Goods/Services that function as enterprise procurement solutions.

2.2. **CONTRACT FORM & TERM**. As set forth in ***Exhibit D – Contract***, the Contract term is up to thirty-six (36) months. Bidders must specify prices for the first twenty-four (24) months of the Contract term (such prices then will be adjusted as set forth in the Contract). The Contract is subject to earlier termination.

2.3. **COMPETITIVE SOLICITATION DEADLINES.** The following table identifies important dates for this Competitive Solicitation:

ACTION ITEM	DATE
Competitive Solicitation Posting Date:	February 13, 2026
Pre-Bid Conference:	March 2, 2026 at 10:00 am (Pacific Time) *Attend via Microsoft Teams* **Join:** https://teams.microsoft.com/meet/22001171879992?p=eBEbQQp2UMmXn1X0Xs Meeting ID: 220 011 718 799 92 Passcode: dX6wF3cu **Dial in by phone** +1 564-999-2000,,865243780# United States, Olympia (833) 322-1218,,865243780# United States (Toll-free) Find a local number Phone conference ID: 865 243 780#
Deadline for Submitting Questions:	March 19, 2026 11:59 pm (Pacific Time)

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

ACTION ITEM	DATE
Anticipated Deadline for Answers:	March 24, 2026
Deadline for Submitting Bids:	March 30, 2026 11:59 pm (Pacific Time)
Demonstration/ Interview	April 9-10, 2026
Anticipated Date of Announcement for Apparent Successful Bidders:	April 17, 2026
Anticipated Announcement of Contract Awards:	September 10, 2026

Note: As required by Washington law, this Competitive Solicitation is posted to Washington's Electronic Business Solution ("WEBS"). *See* RCW 39.26.150. As set forth in the ***Contracting Guide***, interested Bidders must register in WEBS. In the event there are amendments to this Competitive Solicitation, WSAC will post such amendments to WEBS. Similarly, in the event of any timely Bidder questions (i.e., questions raised during the Pre-Bid Conference or the Question & Answer Period), WSAC will post written responses to such questions to WEBS.

2.4. **PRE-BID CONFERENCE.** WSAC will host a virtual Competitive Solicitation Pre-Bid Conference at the date and time set forth in Section 2.3, above. Bidders are encouraged to attend and participate, but attendance is not mandatory.

The Pre-Bid Conference is intended to:

- Familiarize Bidders with Washington's requirements for governmental procurements of goods/services through Enterprise Procurement Solution Contracts;
- Explain the Competitive Solicitation; and
- Allow Bidders to raise questions or concerns regarding the Competitive Solicitation.

As practicable, WSAC will address Bidder questions or concerns that are raised during the Pre-Bid Conference at that time. Nonetheless, to ensure fairness to all potential Bidders, WSAC will identify Bidder questions or concerns asked during the Pre-Bid Conference and the Procurement Coordinator will provide an official response in the question and answer period. Assistance for disabled, blind, or hearing-impaired persons who wish to attend the Pre-Bid Conference is available with prior arrangement by contacting the Procurement Coordinator.

2.5. **COMPETITIVE SOLICITATION QUESTIONS.** Questions or concerns regarding this Competitive Solicitation must be directed to the following Procurement Coordinator:

- NAME: MARK VESSEY
- Email: RFPCoordinator@wsac.wa.gov

The Procurement Coordinator will answer Bidder questions in writing posted to Washington's Electronic Business Solution (WEBS). Bidders are encouraged to submit questions regarding the

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

Competitive Solicitation as early in the process as possible to allow the Procurement Coordinator to consider and respond.

Note: If Bidders have questions or concerns regarding the Contract (*see* ***Exhibit D – Contract***), Bidders must raise such questions or concerns, in writing, to the Procurement Coordinator before the Deadline for Submitting Questions stated in Section 2.1, above. WSAC does not intend to negotiate substantive terms and conditions pertaining to the resulting Contracts at Contract award.

2.6. **BIDDER COMMUNICATION DURING COMPETITIVE SOLICITATION.** During the Competitive Solicitation process, all Bidder communications regarding this Competitive Solicitation must be directed to the Procurement Coordinator. Bidders should rely ONLY on this Competitive Solicitation and written amendments to this Competitive Solicitation issued by the Procurement Coordinator. In no event will oral communications regarding this Competitive Solicitation be binding. Unauthorized Bidder contact regarding this Competitive Solicitation with other state employees or Purchasers involved with the Competitive Solicitation may result in Bidder disqualification.

2.7. **COMPLAINTS, DEBRIEFS, & PROTESTS**. This section details the applicable requirements for complaints, debriefs, and protests.

COMPLAINTS. This Competitive Solicitation offers a complaint period for Bidders wishing to voice objections to this Competitive Solicitation. The complaint period ends five (5) business days before the bid due date. The complaint period is an opportunity to voice objections, raise concerns, or suggest changes that were not addressed during the Question & Answer Period or, if applicable, at the Pre-Bid Conference. Failure by the Bidder to raise a complaint at this stage may waive its right for later consideration. WSAC will consider all complaints but is not required to modify or cancel the Competitive Solicitation. If Bidder complaints result in changes to the Competitive Solicitation, written amendments to the Competitive Solicitation will be issued and posted on WEBS.

a. CRITERIA FOR COMPLAINT. A complaint may be based only on one or more of the following grounds: (a) The Competitive Solicitation unnecessarily restricts competition; (b) The Competitive Solicitation evaluation or scoring process is unfair or flawed; or (c) The Competitive Solicitation requirements are inadequate or insufficient to prepare a response.

b. INITIATING A COMPLAINT. A complaint must: (a) Be submitted to and received by the Procurement Coordinator no less than five (5) business days prior to the deadline for bid submittal; and (b) Be in writing (see Form and Substance, and Other below). A complaint should clearly articulate the basis of the complaint and include a proposed remedy.

c. RESPONSE. When a complaint is received, the Procurement Coordinator (or designee) will consider all the facts available and respond in writing prior to the deadline for bid submittals, unless more time is needed. WSAC is required to promptly post the response to a complaint on WEBS.

d. RESPONSE IS FINAL. The Procurement Coordinator's response to the complaint is final and not subject to administrative appeal. Issues raised in a complaint may not be raised again during the protest period. Furthermore, any issue, exception, addition, or omission not brought to the attention of the Procurement Coordinator prior to bid submittal may be deemed waived for protest purposes.

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

DEBRIEF CONFERENCES. A Debrief Conference is an opportunity for a Bidder and WSAC, through its Procurement Coordinator, to meet and discuss the Bidder's bid (and, as further explained below, is a necessary prerequisite to filing a protest). Following the bid evaluation, WSAC will issue an ASB announcement. That the ASB announcement may be made by any means, but WSAC likely will use email to the Bidder's email address provided in the Bidder's Profile. Bidders will have three (3) business days to request a Debrief Conference, if desired. If a Debrief Conference is timely requested, WSAC will offer the requesting Bidder one meeting opportunity and notify the Bidder of the Debrief Conference place, date, and time. Please note, because the debrief process must occur before making an award, WSAC likely will schedule the Debrief Conference shortly after the ASB announcement and the Bidder's request for a Debrief Conference. WSAC will not allow the debrief process to delay the Contract award. Accordingly, Bidders should plan for contingencies and alternate representatives. **Bidders who wish to protest must first participate in a Debrief Conference. Bidders who are unwilling or unable to attend the Debrief Conference will lose the opportunity to protest. A debrief is a required prerequisite for a Bidder wishing to file a protest**.

a. TIMING. A Debrief Conference may be requested by a Bidder following the Apparent Successful Bidder (ASB) announcement.

b. PURPOSE OF DEBRIEF CONFERENCE. Any Bidder who has submitted a timely bid response may request a Debrief Conference (see also Section 5.4 below). A Debrief Conference provides an opportunity for the Bidder to meet with WSAC to discuss Bidder's bid and evaluation. It does not provide an opportunity to discuss other bids and evaluations.

c. REQUESTING A DEBRIEF CONFERENCE. The request for a Debrief Conference must be made in writing via email to the Procurement Coordinator and received within three (3) business days after the ASB announcement. Debrief conferences may be conducted either in person at the WSAC's offices in Olympia, Washington, or virtually (e.g., by telephone or web-based virtual meeting such as Zoom, Skype, MS Teams), as determined by WSAC, and may be limited by WSAC to a specified period of time. A Bidder's failure to request a Debrief Conference within the specified time and attend the Debrief Conference constitutes a waiver of the right to submit a protest. Any issue, exception, addition, or omission not brought to the attention of the procurement coordinator before or during the Debrief Conference may be deemed waived for protest purposes.

PROTESTS. Following a Debrief Conference, a Bidder may protest the award of a Contract.

a. CRITERIA FOR A PROTEST. A protest may be based only on one or more of the following: (a) Bias, discrimination, or conflict of interest on the part of an evaluator; (b) Error in computing evaluation scores; or (c) Non-compliance with any procedures described in the Competitive Solicitation.

b. INITIATING A PROTEST. Any Bidder may protest an award to the ASB. A protest must: (a) Be submitted to and received by the Protest Officer specified below, within five (5) business days after the protesting Bidder's Debriefing Conference (see also Section 5.4 below); (b) Be in writing; (c) Include a specific and complete statement of facts forming the basis of the protest; and (d) Include a description of the relief or corrective action requested.

c. PROTEST RESPONSE. After reviewing the protest and available facts, WSAC's Protest Officer will issue a written response within ten (10) business days from receipt of the protest, unless additional time is needed.

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

d. DECISION IS FINAL. The protest decision is final and not subject to administrative appeal. If the protesting Bidder does not accept WSAC's protest response, the Bidder may seek relief in Thurston County Superior Court.

COMMUNICATION DURING COMPLAINTS, DEBRIEFS, AND PROTESTS. With the exception of protests, all communications about this Competitive Solicitation, including complaints and debriefs, must be addressed to the Procurement Coordinator unless otherwise directed. Protests must be addressed to the Protest Officer.

a. FORM, SUBSTANCE, & OTHER. All complaints, debrief conference requests, and protests must:
   i. Be in writing;
   ii. Be signed by the complaining, requesting, or protesting Bidder or an authorized agent;
   iii. Be delivered within the time frame(s) outlined herein;
   iv. Identify the Competitive solicitation number;
   v. Conspicuously state "Complaint," "Debrief," or "Protest" in any subject line of any correspondence or email; and
   vi. Be sent to the address identified below.

b. COMPLAINTS & PROTESTS. All complaints and protests must (a) State all facts and arguments on which the complaining or protesting Bidder is relying as the basis for its action; and (b) Include any relevant documentation or other supporting evidence.

HOW TO CONTACT WSAC.

c. TO SUBMIT A COMPLAINT. Send an email message to the Procurement Coordinator listed in this Competitive Solicitation (*see* Section 1.2, above). The email message must include "Complaint" in the subject line of the email message. Alternatively, mail the complaint to the Procurement Coordinator listed in this Competitive Solicitation at the following address:

   Attn: Procurement Coordinator – Complaint
   Contracts & Procurement Division
   WSAC
   PO Box 43430
   Olympia, WA 98504

d. TO REQUEST A DEBRIEF CONFERENCE. Send an email message to the Procurement Coordinator listed in this Competitive Solicitation (*see* Section 1.2, above). The email message must include "Debrief" in the subject line of the email message.

e. TO SUBMIT A PROTEST. Send an email message to the Protest Officer at the following email address: procurement@wsac.wa.gov. The email message must include "Protest" and the Solicitation number in the subject line of the email message. Alternatively, mail the protest to the Protest Officer at the following address:

   Attn: Protest Officer
   Contracts & Procurement Division
   WSAC
   PO Box 43430
   Olympia, WA 98504

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

2.8. **COMPETITIVE SOLICITATION – AMENDMENT & MODIFICATION.** WSAC reserves the right to amend and modify this Competitive Solicitation. Only Bidders who properly have registered and downloaded this Competitive Solicitation directly via the Washington Electronic Business Solution (WEBS) will receive subsequent notifications of amendments and other correspondence pertinent to this Competitive Solicitation. Bidders must be registered in WEBS to be awarded a Contract. Visit WEBS to register.

SECTION 3 – SUBMITTING A BID

This section identifies how to prepare and submit your bid to WSAC for this Competitive Solicitation. In addition, Bidders will need to review and follow the Competitive Solicitation requirements including those set forth in the exhibits, which identifies the information that Bidders must provide to WSAC to constitute a responsive bid. By responding to this Competitive Solicitation and submitting a single bid, Bidders acknowledge having read and understood the entire Competitive Solicitation, and accept all information contained within this Competitive Solicitation.

3.1. **BID FORMAT.** Required Bid Submittals must be complete, legible, signed, and follow all instructions stated in the Competitive Solicitation (including the exhibits). Unless otherwise specified in writing by WSAC, Required Bid Submittals and permitted ancillary documents must be prepared and delivered in MS Word, MS Excel, or Adobe PDF. Where required to do so, Bidders may sign Required Bid Submittals using either a physical or electronic signature.

3.2. **PRICING.** Bidders must identify and include all cost elements in their pricing. In the event that Bidder is awarded a Contract, the total price for the Goods/Services shall be Bidder's price as submitted. Except as provided in the Contract, there shall be no additional costs of any kind.

3.3. **SUBMITTING BIDS**. Bidders must email Required Bid Submittals to RFPCoordinator@wsac.wa.gov. Please note:

- Bidder's email, including all attachments, must not exceed 25MB in size.
- WSAC will not accept or open zipped files.
- WSAC will acknowledge bid receipt by responsive email. If Bidder does not receive such acknowledgement within five (5) business days, Bidder must contact the Procurement Coordinator to confirm acknowledgement of bid receipt. Acknowledgement of bid receipt is not a determination on the bid's responsiveness.

3.4. **ADDITIONAL BID SUBMITTALS**. Bidders may not provide unsolicited materials. For any supplemental materials expressly required by WSAC in writing, Bidders must identify such supplemental materials with Bidder's name.

3.5. **PUBLIC RECORDS.** Upon WSAC's announcement of ASB, all bid submissions and all bid evaluations are subject to public disclosure pursuant to Washington's Public Records Act. *See* RCW 39.26.030(2).

SECTION 4 – BID EVALUATION

This section identifies how WSAC will evaluate bids for this Competitive Solicitation.

4.1. **OVERVIEW**. WSAC will evaluate bids for this Competitive Solicitation as described below.

- Bid Review: WSAC will review bids to determine bid responsiveness as stated in Section 4.2, below.

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

- Bid Evaluation: WSAC will evaluate responsive bids as stated in Sections 4.3 – 4.5, below.
- Procurement Authority Discretion. WSAC reserves the right to:
  - Request Bidder clarification regarding any bid;
  - Waive any informality;
  - Reject any or all bids, or portions thereof;
  - Cancel the Competitive Solicitation and, if desired, re-solicit bids; and/or
  - Negotiate with the lowest cost responsive and responsible Bidder(s) to determine whether such bids can be improved.

WSAC will use the following process and evaluation criteria to determine eligibility for a Contract award:

STEP	ITEM	POINTS
1	**BID RESPONSIVENESS REVIEW** *See* Section 4.2, below	
A	Required Bid Submittals Review Bidder's Required Bid Submittals to determine whether Bidder's bid is responsive to the Competitive Solicitation	Pass/Fail
B	Performance Specifications ***Exhibit D – Contract*** Review whether Bidder's Goods/Services and/or Bidder's performance capability meets the mandatory minimum performance specifications for the Competitive Solicitation	Pass/Fail
2	**BID EVALUATION** *See* Section 4.3, below	
A	Non-Cost Factors ***Exhibit B – Scored Non-Cost Scored Factors*** Evaluate and score Bidder's response to stated non-cost factors including, as applicable, Bidder's Goods/Services and/or Bidder's performance capability that exceeds mandatory minimum performance specifications for the Competitive Solicitation	600
B	Cost Factors: Bid Pricing Evaluation ***Exhibit C – Bid Price*** Evaluate and score Bidder's cost factors	400
	Subtotal:	1000
3	**WASHINGTON STATE PROCUREMENT PRIORITIES FOR GOODS/SERVICES CONTRACTS** *See* Section 4.4, below	
A	Executive Order 18-03	25
B	Washington Small Business	50

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

STEP	ITEM	POINTS
C	Certified Veteran-Owned Business	25
	Total:	1100
4	**Demonstration/Interview (if applicable)**	200
5	**RESPONSIBLE BIDDER DETERMINATION** Review and determine Bidder responsibility *See* Section 4.5, below	Pass/Fail
6	**ANNOUNCE APPARENT SUCCESSFUL BIDDERS (ASBS)** *See* Section 4.6, below	
7	**BID INFORMATION IS AVAILABLE FOR PUBLIC DISCLOSURE & POSTED TO WSAC WEBSITE** *See* Section 4.7, below	
8	**CONTRACT AWARDS** *See* Section 4.8, below	

4.2. **BID RESPONSIVENESS (STEP 1A).** WSAC will review bids – on a pass/fail basis – to determine whether the bid complies with the Competitive Solicitation requirements and, therefore, is 'responsive.' If WSAC determines that a bid is nonresponsive, WSAC will reject the bid and notify the Bidder, in writing, that the bid is nonresponsive. Such written notification will include a brief explanation as to why the bid is nonresponsive.

WSAC, in its discretion, may waive informalities in a bid. An informality is an immaterial variation from the exact requirements of the Competitive Solicitation, having no effect or merely a minor or negligible effect on quality, quantity, or delivery of the goods or the quality, capability, or performance of the services being procured, and the correction or waiver of which would not affect the relative standing of, or be otherwise prejudicial, to Bidders.

Consistent with the Washington State Legislature's policy goals to reduce barriers to competition and increasing opportunities for small businesses to contract with state agencies, WSAC, in its discretion, may clarify a Bidder's bid that is in substantial compliance with the instructions. Clarifications are intended to ensure that the bids are complete and can be evaluated fairly.

- REVIEW BIDDER'S REQUIRED BID SUBMITTALS (STEP 1A). WSAC will review each bid to determine whether:
  - The bid is complete – i.e., does Bidder's bid include each of the Required Bid Submittals as stated in ***Appendix A – Summary Table of All Exhibits & the Required Bid Submittals***;
  - Bidder's Required Bid Submittals are complete, consistent with the instructions, signed, and legible; and
  - Bidder's certifications, as provided by Bidder in Bidder's submitted ***Exhibit A – Bidder's Certification***, constitute a responsive bid.
- REVIEW MINIMUM REQUIRED PERFORMANCE REQUIREMENTS (STEP 1B). WSAC will review each bid to determine whether Bidder's Goods/Services and/or Bidder's performance capability meets the minimum required specifications and/or performance requirements stated in ***Exhibit D – Contract***. *Note*: WSAC reserves

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

the right to request additional Bidder information or perform tests and measurements before selecting Apparent Successful Bidders. If Bidder fails to provide such requested information to WSAC within five (5) business days, Bidder may be disqualified.

4.3. **BID EVALUATION: SCORED FACTORS (STEP 2A).** WSAC will evaluate and score responsive bids as specified below and as set forth in the referenced exhibits. *Note*: It is imperative that Bidder's Required Bid Submittals comply with the instructions set forth in the exhibits.

- NON-COST FACTORS (STEP 2A). WSAC will evaluate and score the specified non-cost factors stated *in* ***Exhibit B – Scored Non-Cost Factors*** by evaluating and scoring Bidder's response – i.e., Bidder's Goods/Services and/or Bidder's performance capability that meet the stated minimum required performance specifications. *Note*: WSAC reserves the right to request additional Bidder information or perform tests and measurements before selecting Apparent Successful Bidder(s). If Bidder fails to provide such requested information to WSAC within five (5) business days, Bidder may be disqualified.
- COST FACTORS – BID PRICING (STEP 2B). WSAC will evaluate and score Bidder's cost factors, as provided by Bidder in Bidder's ***Exhibit C – Bid Price***, as follows:

  The bid with the lowest total evaluation price will receive 400 points. Bids with a higher evaluation price will receive proportionately fewer evaluation points based upon the bid with the lowest total evaluation price, using the following formula:

  Lowest total bid evaluation price divided by a higher total bid evaluation price (i.e., the bid that is being evaluated) multiplied by the total number of available points equals the cost factor evaluation points. Points will be rounded to three places to the right of the decimal point using standard rounding method.

  Sample Calculation:

  Using Bidder A = $100,000 (lowest total evaluation price) and Bidder B = $110,000

  Bid B calculation: $100,000 (Bidder A, lowest total evaluation price) / $110,000 (Bidder B's evaluation price) = 0.909 x 400 (maximum points available) = 363.636.

  Bidder A is the bid with the lowest total bid evaluation price, so it would be assigned the maximum available points, 400 points. Bidder B would be assigned 363.636 points based on the formula above.

4.4. **WASHINGTON STATE PROCUREMENT PRIORITIES & PREFERENCES (STEP 3).** This Competitive Solicitation is subject to the Washington state procurement priorities and/or preferences stated below (collectively, "Washington Procurement Priorities for Goods/Services Contracts"). Accordingly, WSAC will evaluate Bidder's bid to determine (a) whether Bidder is requesting to be considered for such Washington Procurement Priorities for Goods/Services Contracts; and (b) whether Bidder's bid qualifies for such Washington Procurement Priorities for Goods/Services Contracts. WSAC will score qualifying bids and adjust Bidder's total evaluation score accordingly.

- PROCUREMENT PREFERENCE FOR BIDDER COMPLIANCE WITH EXECUTIVE ORDER 18-03. WSAC will provide a bid preference in the amount of 25 points to Bidders who

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

certify, pursuant to ***Exhibit A – Bidder's Certification***, that Bidder complies with Executive Order 18-03.

- WASHINGTON SMALL BUSINESSES. In furtherance of Washington's business inclusion goals WSAC will evaluate bids for best value and will provide a bid preference in the amount of 50 points to any bidder who certifies, pursuant to *Exhibit A – Bidder's Certification*, that Bidder qualifies as a 'Washington Small Business' as set forth in ***Exhibit A – Bidder's Certification***.
- CERTIFIED VETERAN-OWNED BUSINESSES. In furtherance of Washington's business inclusion goals, WSAC will evaluate bids for best value and will provide a bid preference in the amount of 25 points to any bidder who certifies, pursuant to *Exhibit A – Bidder's Certification*, that Bidder qualifies as a Washington Department of Veterans' Affairs Certified Veteran-Owned Business.

4.5. **Demonstration Interview (if applicable) (Step 4).** WSAC may invite the Bidder(s) with the top-scored proposals to demonstrate/interview with the evaluation committee. All key personnel will be required to participate in the demonstration/interview process. WSAC will contact the Bidder(s) to schedule a date and time for demonstration/interview. Bidder is encouraged to secure the date(s) indicated in Competitive Solicitation Section 2.3. WSAC will provide further instruction at the time of scheduling demonstrations/interviews. Prior points are cumulative. There will be a maximum of 200 points awarded based on Bidder's presentation/interview.

4.6. **Bidder Responsibility Determination (Step 5).** The Washington State Legislature requires that Washington state agencies award contracts for goods/services only to 'responsible bidders.' See RCW 39.26.160(2). Accordingly, to be eligible to be considered for a Contract award resulting from this Competitive Solicitation, WSAC must determine that Bidder is a 'responsible bidder.' Accordingly, WSAC will make reasonable inquiry to determine bidder responsibility on a pass/fail basis. In determining bidder responsibility, WSAC will consider the following:

- Bidder's certifications as provided in Bidder's ***Exhibit A – Bidder's Certification***;
- Bidder's ability, capacity, and skill to perform the Contract or provide the Goods/Services;
- Bidder's character, integrity, reputation, judgment, experience, and efficiency;
- Bidder's ability to perform the Contract within the time specified;
- Bidder's performance quality pertaining to previous contracts or services;
- Bidder's compliance with laws relating to the Contract or services;
- Whether, within the three-year period immediately preceding the date of the Competitive Solicitation, Bidder has been determined by a final and binding citation and notice of assessment issued by the Washington State Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW; and
- Such other information as may be secured having a bearing on the decision to award a Contract.

In addition, WSAC may consider the following:

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

- Financial Information: WSAC may request financial statements, credit ratings, references, record of past performance, clarification of Bidder's bid, on-site inspection of Bidder's or subcontractor's facilities, or other information as necessary to determine Bidder's capacity to perform and the enforceability of Bidder's contractual commitments. Failure to respond to these requests may result in a bid being rejected as non-responsive.
- References: WSAC reserves the right to use references to confirm satisfactory customer service, performance, satisfaction with service/product, knowledge of products/service/industry and timeliness. Any negative or unsatisfactory reference can be reason for rejecting a Bidder as non-responsible.

WSAC reserves the right to request bidder responsibility information from Bidder. If Bidder fails to provide such information to WSAC within five (5) business days, Bidder may be disqualified.

4.7. **ANNOUNCEMENT OF APPARENT SUCCESSFUL BIDDERS (STEP 6)**. WSAC will determine the Apparent Successful Bidders ("ASBs"). The ASBs will be the responsive and responsible Bidders who best meet the Competitive Solicitation requirements and present the best total value based on the evaluation criteria stated above.

- ASB designation does not imply that WSAC will issue a Contract award. Rather, this designation allows WSAC to perform further analysis and ask for additional documentation. Bidders must not construe ASB designation as an award, impending award, attempt to negotiate, etc. If a Bidder acts or fails to act as a result of such notification or designation, it does so at its own risk and expense.
- Upon announcement of ASBs, Bidders may request a debrief conference as specified in Section 2.7.

4.8. **Bid Information Availability (Step 7)**. Upon WSAC' announcement of ASB:

- All bid submissions and all bid evaluations are subject to public disclosure pursuant to Washington's Public Records Act. *See* RCW 39.26.030(2).
- Upon WSAC' announcement of ASB, WSAC will post all bid evaluations to WEBS. In addition, WSAC intends to post winning bid submissions to its webpage after Contract awards.

4.9. **CONTRACT AWARDS (STEP 8)**. Subject to protests, if any, WSAC and the ASB will enter into a Contract as set forth in ***Exhibit D – Contract***. An award, in part or full, is made, and a contract formed by signature of WSAC and an awarded Bidder on the Contract. Following Contract awards, all Bidders registered in WEBS will receive a Notice of Award delivered to the Bidder's email address provided in Bidder's WEBS profile.

4.10. **ADDITIONAL AWARDS**. WSAC reserves the right, during the resulting Contract term, to make additional Contract awards to responsive, responsible Bidders who provided a bid but who were not awarded a Contract. Such awards would be on the same or substantially similar terms and conditions and would be designed to address an awarded Contractor vacancy (e.g., an awarded contractor is terminated or goes out of business), respond to Purchaser needs, or be in the best interest of the State of Washington.

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

APPENDIX A –SUMMARY TABLE OF ALL INCLUDED EXHIBITS & THE REQUIRED BID SUBMITTALS

This Competitive Solicitation includes each of the exhibits identified below in the *Summary Table of All Included Exhibits & Required Bid Submittals*. The *Summary Table* also identifies required bid submittal and what actions, if any, Bidders timely must complete as part of a responsive bid submission.

EXHIBIT AND DESCRIPTION	REQUIRED BIDDER ACTION	REQUIRED BID SUBMITTAL
Exhibit A – Bidder's Certification Identifies required information that Bidder must provide and states required Bidder certifications.	Bidder must complete ***Exhibit A – Bidder's Certification***, as specified therein, and submit it as part of Bidder's bid.	**Yes Required**
Exhibit B – Scored Non-Cost Factors Identifies scored performance requirements for Bidder's Goods/Services and/or Bidder's performance capability that meet the minimum required specifications, and provides Bidders an opportunity to compete to demonstrate additional value that will be evaluated and scored. **Must be submitted as a stand-alone file, Word or PDF.**	Bidder must complete ***Exhibit B – Scored Non-Cost Factors***, as specified therein, and submit it as part of Bidder's bid. *Note*: Awarded Bidders who receive evaluation points for any included Non-Cost Scored Performance Specifications will be required to include such additional performance specifications for Bidder's Goods/Services and/or Bidder's Performance in the awarded Contract.	**Yes Required**
Exhibit C – Bid Price Provides the template and bid pricing information that Bidders must use to provide bid pricing. **Must be submitted as a stand-alone file, Word or PDF.**	Bidder must complete ***Exhibit C – Bid Price***, as specified therein, and submit it as part of Bidder's bid.	**Yes Required**
Exhibit D – Contract Provides the Contract form that awarded Bidders will execute with WSAC.	Bidder must review ***Exhibit D – Contract*** and timely submit to the Procurement Coordinator, in writing, any issues pertaining to the Contract terms and conditions during the Question & Answer Period. *Note*: Bids that are subject to Contract modifications that WSAC has not agreed to and that WSAC has not included in an amended/revised ***Exhibit D – Contract***, posted to WEBS, will be rejected as nonresponsive.	No

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

EXHIBIT AND DESCRIPTION	REQUIRED BIDDER ACTION	REQUIRED BID SUBMITTAL
Exhibit E – Bidder's Contract Issues List Provides Bidders an opportunity to identify Bidder's issues and proposed resolution/solution if Bidder has any business concerns with the Contract form stated in ***Exhibit D – Contract***.	Required ONLY if Bidder has issues with the Contract form's terms and conditions stated in ***Exhibit D – Contract***. If so, Bidder must complete ***Exhibit E – Bidder's Contract Issues List***, as specified therein, and submit it as part of Bidder's bid.	If applicable
Exhibit F – Bidder's Subcontractor Inclusion Plan Provides Bidders who, if awarded a Contract, intend to utilize subcontractors to perform the Contract, an opportunity to identify Bidder's intended subcontractors.	Required ONLY if Bidder intends or desires to utilize subcontractors to perform the Contract, if awarded. If so, Bidder must complete ***Exhibit [] – Bidder's Subcontractor Inclusion Plan***, as specified therein, and submit it as part of Bidder's bid.	If applicable
Exhibit G – Security Design Review - SAMPLE Provides Bidder information regarding the Security Design Review Process as set forth by the Office of the Chief Information Officer.	Bidder must review the Security Design Review sample document that will be required for any Bidder that is awarded a contract for services.	No

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

WASHINGTON STUDENT ACHIEVEMENT COUNCIL
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EXHIBIT A – BIDDER'S CERTIFICATION

COMPETITIVE SOLICITATION:	No. 27RQ001 – Financial Aid Services – WASFA

Bidder, through the duly authorized undersigned, makes this certification as a required element of submitting a responsive bid. Bidder certifies, to the best of its knowledge and belief that the following Bidder information and Bidder certifications (collectively, "Bidder's Certification") are true, complete, correct, and made in good faith:

BIDDER INFORMATION

Bidders must provide Bidder information for Items A – I below.

ITEM A Bidder's Name:	_____ Type/print Bidder's full legal name. *Note*: ▪ If Bidder is a sole proprietor (*see Item C, below*), Bidder's legal name is the name of the individual person who is doing business as a sole proprietor – e.g., Lynn A. Smith, a sole proprietor. ▪ If Bidder is an Entity/Organization (*see Item C, below*), Bidder's name must match Bidder's Entity/Organization name as filed in the state where the entity is formed and with the Washington Secretary of State – e.g., Innovative Supply, LLC, a Washington limited liability company.
ITEM B Bidder's Address:	_____ Type/print the address for Bidder's principal office/place of business. *Note*: Bidder's principal office or principal place of business is the Bidder's headquarters where business decisions are made and the location for the Bidder's books and records as well as the Bidder's senior management personnel. ▪ If Bidder is a sole proprietor (*see Item C, below*), Bidder's address for its principal office/place of business typically will be the same address stated by Bidder on its U.S. Internal Revenue Service tax return. ▪ If Bidder is an Entity/Organization (*see Item C, below*), Bidder's address for its principal office/place of business must match Bidder's address for its principal office/place of business as filed in the state where the entity is formed and as filed with the Washington Secretary of State.

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

ITEM C Bidder's Business Entity / Organization Type: Check appropriate box	Corporation:	☐Domestic	☐Foreign
	Limited Liability Company (LLC):	☐Domestic	☐Foreign
	Limited Liability Partnership (LLP):	☐Domestic	☐Foreign
	Sole Proprietorship*:	☐	
	General Partnership:	☐	
	*If you are a Bidder who operates a business on your own, you automatically are a sole proprietor unless you have formed a separate business entity (e.g., corporation, LLC, LLP) and lawfully registered the same. A sole proprietorship is an unincorporated business owned and run by one individual or married couple alone with no distinction between the business and the owner. It is not a separate legal entity. It simply refers to a person who owns the business and is personally responsible for its debts and who pays personal income taxes on profits earned from the business. If Bidder is a corporation, LLC, or LLP, Bidder must check the applicable box for the entity – i.e., 'domestic' or 'foreign.' An entity is a domestic entity if it was organized under Washington law. If the entity was organized elsewhere, it is a foreign entity. The entity's organizational documents and filings with the Washington Secretary of State will state whether the entity is domestic or foreign.		

ITEM D State of Formation for Bidder's Business Entity:	_____ Type/print the state where Bidder's entity (e.g., corporation, LLC, LLP) is formed. ▪ If Bidder is a sole proprietorship (*see Item C, above*), type/print 'N/A.' ▪ If Bidder is an entity (*see Item C, above*), type/print 'Washington' if the corporation, LC, or LLP is domestic or the name of the applicable state if foreign (i.e., a state other than Washington).

ITEM E Bidder Doing Business Under Another Name:	State whether Bidder has been doing business under another name during the five-year time period prior to the posting date of this Competitive Solicitation: Check applicable box. ☐ Bidder has NOT done business under another name ☐ Bidder HAS done business under another name* *If Bidder HAS done business under another name, provide the business name(s) and address(es): Business Name: _____ Address: _____

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

ITEM F Bidder's UBI Number:	Does Bidder have a Registration Number/Unified Business Identifier ("UBI") Number issued by the State of Washington*? *UBI Numbers are issued by either the Washington Secretary of State (for out of state businesses) or the Washington State Department of Revenue (for Washington businesses) Check applicable box. Yes ☐ No ☐ *If yes*, provide Bidder's nine-digit UBI Number: ___ ___ ___ *If no*, state whether Bidder promptly will obtain a UBI Number if Bidder is designated as an Apparent Successful Bidder: Yes ☐ No ☐ *Note*: To be eligible for a Contract award, Bidders must have a UBI Number.
ITEM G Bidder's Taxpayer Identification Number:	_____ Type/print Bidder's Taxpayer Identification Number* ("TIN"). *Bidder's TIN will be either a number issued by the U.S. Internal Revenue Service (e.g., Employer Identification Number, Federal Tax Identification Number) or a number issued by the U.S. Social Security Administration (i.e., Bidder's Social Security Number ("SSN")). If Bidder's TIN is a SSN, do NOT provide the SSN; simply state 'TIN is Bidder's SSN.'
ITEM H WEBS Registration:	Is Bidder registered in Washington's Electronic Business Solution (WEBS)? Check applicable box. Yes ☐ No ☐ *If yes*, Bidder must ensure that Bidder's WEBS information is correct prior to submitting a Bid. *If no*, state whether Bidder will register in WEBS if designated as an Apparent Successful Bidder: Yes ☐ No ☐ *Note*: To be eligible for a Contract award, Bidders must register in WEBS prior to Contract Award.
ITEM I Bidder Contact for Bid Clarification:	For purposes of bid clarification, if applicable, Bidder designates the following as Bidder's authorized representative: Type/print contact information for Bidder's authorized representative. Name: _____ Email: _____ Phone: _____

Bidders must provide the information identified in the table below which will be used by WSAC if Bidder is awarded a Contract:

BIDDER'S	INFORMATION TO BE PROVIDED BY BIDDER
Designated Contract Administrator:	Name: _____ Email: _____ Phone: _____

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

BIDDER'S	INFORMATION TO BE PROVIDED BY BIDDER
Contact Information for WSAC to send VMF invoices:	Bidder name: _____ Attn: _____ Address: _____ City/State/Zip: _____ Email: _____
Contact Information for legal notices:	Bidder name: _____ Attn: _____ Address: _____ City/State/Zip: _____ Email: _____
Contract Signature Authority:	If Bidder is awarded a Contract, the following individual will sign the Contract on behalf of Bidder: Name: _____ Title: _____

BIDDER CERTIFICATIONS

1. **UNDERSTANDING**. Bidder certifies that Bidder has read, thoroughly examined, and fully understands all of the provisions in the above-referenced Competitive Solicitation (including all exhibits) and the terms and conditions of the Contract and any amendments or clarifications to the above-referenced Competitive Solicitation and agrees to abide by the same. Bidder further certifies that, in the event that Bidder has any questions or concerns regarding the Competitive Solicitation (including all exhibits and any referenced materials), Bidder timely shall raise such questions and/or concerns during the Question & Answer Period specified in the Competitive Solicitation.

2. **ACCURACY**. Bidder certifies that Bidder has carefully prepared and reviewed its bid and fully supports the accuracy of the same. Bidder further understands and acknowledges that WSAC shall not be responsible for any errors or omission on the part of Bidder in preparing its bid. Bidder further certifies that the facts declared here are true and accurate. Bidder further understands and acknowledges that the continuing compliance with these statements and all requirements of the above-referenced Competitive Solicitation are conditions precedent to the award or continuation of the resulting Contract.

3. **NO COLLUSION, ANTI-COMPETITIVE PRACTICES, OR SHARING BID INFORMATION**. Bidder certifies that Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above-referenced Competitive Solicitation. Bidder further certifies that Bidder's bid prices have been arrived at independently, without engaging in collusion, bid rigging, or any other illegal activity, and without for the purpose of restricting competition any consultation, communication, or agreement with any other bidder or competitor relating to (a) those prices, (b) the intention to submit a bid, or (c) the methods or factors used to calculate the prices offered. Bidder further certifies that Bidder has not been and shall not knowingly disclose its bid prices, directly or indirectly, to any other bidder or competitor before award of a Contract, unless otherwise required by law. Bidder further certifies that Bidder has made no attempt and shall not make any attempt to induce any other person or firm

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to submit or not to submit a bid for the purpose of restricting competition. Bidder, however, freely may join with other persons or organizations for the purpose of presenting a joint bid. Whether done directly or indirectly, communicating bid information with other bidders, collusion, or anti-competitive actions among bidders are prohibited. If there is evidence of such communication, collusion, or anti-competitive activities among bidders, WSAC reserves the right to disqualify such bidders.

4. **FIRM OFFER**. Bidder certifies that its bid pertaining to the above-referenced Competitive Solicitation is a firm offer which cannot be withdrawn for a time period of ninety (90) days from and after the bid due date specified in the above-referenced Competitive Solicitation. WSAC may accept such bid, with or without further negotiation, at any time within such period. In the event of a protest, Bidder's bid shall remain valid for such time period or until the protest and any related court action is resolved, whichever is later.

5. **CONFLICT OF INTEREST**. Bidder certifies that, in preparing its bid, Bidder has not been assisted by any current or former employee of the State of Washington whose duties relate (or did relate) to the above-referenced Competitive Solicitation or prospective Contract and who was assisting in other than the employee's official, public capacity. Bidder further certifies that no such current or former public employee nor any member of such person's immediate family have any financial interest in the outcome of Bidder's bid.

6. **NO REIMBURSEMENT**. Bidder certifies that Bidder understands that the State of Washington will not reimburse Bidder for any costs incurred in the preparation of Bidder's bid. All bids become the property of the State of Washington, and Bidder claims no proprietary right to the ideas, writings, items, or samples unless so stated in the bid.

7. **PERFORMANCE**. Bidder certifies that Bidder understands that its submittal of a bid and execution of this Bidder's Certification certifies Bidder's willingness to comply with the Contract, if awarded such. By submitting this bid, Bidder hereby offers to furnish the goods and/or services solicited pursuant to the above-referenced Competitive Solicitation in compliance with all terms, conditions, and performance requirements contained in the above-referenced Competitive Solicitation and the resulting Contract or, if applicable, as detailed on a Contract Issues List, if permitted, in the above-referenced Competitive Solicitation.

8. **INSURANCE**. WSAC requires all awarded Bidders to have certain required insurance coverages. Bidders who do not have insurance coverages as specified in the Contract included with the Competitive Solicitation shall not be awarded a Contract. Accordingly, Bidder certifies as follows (*must check one*):

   ☐ *BIDDER HAS THE REQUIRED INSURANCE*. Bidder has attached a current, valid Certificate of Insurance for each and all of the required insurance coverages as specified in the Contract included with the Competitive Solicitation (*Note*: *Bidder must attach the Insurance Certificate*).

   OR

   ☐ *BIDDER WILL OBTAIN THE REQUIRED INSURANCE*. Bidder does not have a current, valid Certificate of Insurance for each and all of the required insurance coverages as specified in the Contract included with the Competitive Solicitation but, if Bidder is designated as an Apparent Successful Bidder, Bidder shall provide such a Certificate of Insurance for each and all of the required insurance coverages as specified in the Contract included with the Competitive Solicitation, without exception of any kind,

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

to WSAC within five (5) business days of such designation or notification by WSAC. Bidder further certifies that Bidder understands that, if for any reason, Bidder does not timely provide such Certificate of Insurance to WSAC, Bidder shall be disqualified from Contract award.

Note: The Contract requires that any awarded Contractor, unless exempt, must have the specified Workers' Compensation Insurance and Employer's Liability Insurance. Pursuant to Washington law, certain entities are not required to have Workers' Compensation Insurance (e.g., entities with no employees). If, under Washington law, Bidder is not required to have Workers' Compensation Insurance, Bidder must check the box below and provide the lawful basis as to why Bidder is not required to have Workers' Compensation Insurance:

☐ *BIDDER IS NOT REQUIRED TO HAVE WORKERS' COMPENSATION INSURANCE*. Pursuant to Washington law, Bidder is not required to have Workers' Compensation Insurance because:

_____

Bidder must state a lawful basis as to why Bidder is NOT required to have Workers' Compensation Insurance.

9. **DEBARMENT**. Except as detailed in the attached explanation (*Bidder to provide and, in such case, check the box below*), Bidder certifies that neither Bidder nor its principals presently are nor ever have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with any federal, state, or local governmental entity within the United States.

☐ *BIDDER EXPLANATION*. Bidder has attached an explanation.
Check box if applicable.

10. **CRIMINAL OFFENSE**. Except as detailed in the attached explanation (*Bidder to provide and, in such case, check the box below*), Bidder certifies that Bidder has not, within the three (3) year period preceding the date of the above-referenced Competitive Solicitation, been convicted or had a civil judgment rendered against Bidder for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Bidder further certifies that Bidder is not presently indicted or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in this paragraph.

☐ *BIDDER EXPLANATION*. Bidder has attached an explanation.
Check box if applicable.

11. **CIVIL RIGHTS**. Bidder certifies that Bidder complies with all applicable legal requirements prohibiting discrimination against individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or their status as protected veterans or as individuals with disabilities.

12. **WASHINGTON STATE WAGE THEFT PREVENTION**. Except as detailed in the attached explanation (*Bidder to provide and, in such case, check the box below*), Bidder certifies that Bidder has NOT been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW 49.46, 49.48, or 49.52 within the three (3) year period preceding the date of the above-referenced Competitive Solicitation.

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

☐ *BIDDER EXPLANATION*. Bidder has attached an explanation.
Check box if applicable.

13. **WASHINGTON STATE STATUTORY NONDISCRIMINATION CLAUSES FOR STATE CONTRACTS**. Except as detailed in the attached explanation (*Bidder to provide and, in such case, check the box below*), Bidder certifies that, if, pursuant to the above-referenced Competitive Solicitation, Bidder is awarded a Contract, Bidder, including any subcontractor, during the term of such Contract, shall not discriminate on the bases enumerated in RCW 49.60.530(3). Bidder further certifies that Bidder, including any subcontractor, also shall give written notice of this nondiscrimination requirement to any labor organizations with which Bidder, or subcontractor, has a collective bargaining or other agreement. In addition, Bidder, including any subcontractor, shall cooperate with any Washington state agency investigation regarding any allegation that Bidder, including any subcontractor, engaged in prohibited discrimination set forth in RCW 49.60.530(3).

☐ *BIDDER EXPLANATION*. Bidder has attached an explanation.
Check box if applicable.

14. **WASHINGTON STATE WORKERS' RIGHTS**. Washington State's Office of the Governor requires WSAC to seek to contract with qualified entities and business owners who can demonstrate or will certify that their employees are not required to sign, as a condition of employment, mandatory individual arbitration clauses and class or collective action waivers. *See* EXECUTIVE ORDER 18-03 – *Supporting Workers' Rights To Effectively Address Workplace Violations*. Accordingly, except as detailed in the attached explanation (*Bidder to provide and, in such case, check the box below*), Bidder certifies that Bidder 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.

☐ *BIDDER EXPLANATION*. Bidder has attached an explanation.
Check box if applicable.

15. **WASHINGTON STATE PAY EQUALITY FOR 'SIMILARLY EMPLOYED' INDIVIDUALS**. The Washington State Legislature requires WSAC to contract with Bidders who satisfy a 'pay equality' contractual provision. *See* Laws of 2023, ch. 475, § 919. Accordingly, Bidder certifies that Bidder's 'similarly employed' individuals are compensated as equals. For purposes of this certification, employees are 'similarly employed' if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Bidder may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but is not limited to, education, training, or experience that is consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

16. **CONTRACT TERMINATION FOR DEFAULT OR CAUSE**. Except as detailed in the attached explanation (*Bidder to provide and, in such case, check the box below*), Bidder certifies that Bidder has not, within the three (3) year period preceding the date of the above-referenced Competitive Solicitation, had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

☐ *BIDDER EXPLANATION*. Bidder has attached an explanation.
Check box if applicable.

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

17. **TAXES**. Except as detailed in the attached explanation (*Bidder to provide and, in such case, check the box below*), Bidder certifies that, except as validly contested, Bidder is not delinquent and has paid or has arranged for payment of all taxes due to the State of Washington and has filed all required returns and reports as applicable.

    ☐ *BIDDER EXPLANATION*. Bidder has attached an explanation.
    Check box if applicable.

18. **FINANCIALLY SOLVENT**. Except as detailed in the attached explanation (*Bidder to provide and, in such case, check the box below*), Bidder certifies that Bidder is financially stable and solvent, has adequate cash reserves to meet all financial obligations, has not commenced bankruptcy proceedings voluntarily or otherwise, and is not subject to any judgments, liens, or encumbrances of any kind affecting title to any Goods and/or Services that are the subject of the above-referenced Competitive Solicitation.

    ☐ *BIDDER EXPLANATION*. Bidder has attached an explanation.
    Check box if applicable.

19. **LAWFUL REGISTRATION**. Bidder certifies as follows (*must check one*):

    ☐ *CURRENT LAWFUL REGISTRATION*. Bidder is registered and in good standing in the jurisdiction (state) where Bidder is organized, including having timely filed all required annual reports.

    OR

    ☐ *BIDDER IS A SOLE PROPRIETOR OR GENERAL PARTNERSHIP*. Bidder, as indicated below (*Bidder must check applicable box*) is a sole proprietor or general partnership and therefore not required to register in the state where Bidder's principal place of business is located:

    ☐ *SOLE PROPRIETOR*. Bidder is a sole proprietor.

    ☐ *GENERAL PARTNERSHIP*. Bidder is a general partnership.

20. **REGISTRATION WITH THE WASHINGTON SECRETARY OF STATE**. Except for sole proprietors and general partnerships which are exempt from registration, WSAC requires all awarded Bidders (including Washington firms and out of state firms) to be registered with the Washington Secretary of State. Bidders other than sole proprietors or general partnerships who are not registered with the Washington Secretary of State shall not be awarded a Contract. Accordingly, Bidder certifies as follows (*must check one*):

    ☐ *BIDDER <u>IS</u> REGISTERED WITH THE WASHINGTON SECRETARY OF STATE*. Bidder is registered with the Washington Secretary of State, is in good standing, and has the following Unified Business Identifier (UBI) number: ___ ___ ___.
    Bidder must provide its nine-digit UBI number.

    OR

    ☐ *BIDDER <u>WILL</u> REGISTER WITH THE WASHINGTON SECRETARY OF STATE*. Bidder currently is not registered with the Washington Secretary of State but, if designated as an Apparent Successful Bidder, Bidder shall register with the Washington Secretary of State to obtain a UBI number and provide proof of such registration satisfactory to WSAC within five (5) business days of such designation or notification by WSAC. Bidder further certifies that Bidder understands that, if for any reason, Bidder is not timely registered with the Washington Secretary of State and has not timely provided a

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

valid UBI number for Bidder to WSAC, Bidder shall be disqualified from Contract award.

OR

☐ *BIDDER IS A SOLE PROPRIETOR OR GENERAL PARTNERSHIP*. Bidder, as indicated below (*Bidder must check applicable box*) is a sole proprietor or general partnership and therefore exempt from the requirement to register with the Washington State Secretary of State:

☐ *SOLE PROPRIETOR*. Bidder is a sole proprietor.

☐ *GENERAL PARTNERSHIP*. Bidder is a general partnership.

21. **REGISTRATION WITH THE WASHINGTON STATE DEPARTMENT OF REVENUE**. WSAC requires all awarded Bidders (including Washington firms and out of state firms) to be registered with the Washington State Department of Revenue. Bidders who are not registered with the Washington State Department of Revenue shall not be awarded a Contract. Accordingly, Bidder certifies as follows (*Bidder must check one*):

☐ *BIDDER IS REGISTERED WITH THE WASHINGTON STATE DEPARTMENT OF REVENUE*. Bidder is registered with the Washington State Department of Revenue, has a business license to do business in Washington, and has the following Unified Business Identifier (UBI) number: ___ ___ ___.
Bidder must provide its nine-digit UBI number.

OR

☐ *BIDDER WILL REGISTER WITH THE WASHINGTON STATE DEPARTMENT OF REVENUE*. Bidder currently is not registered with the Washington State Department of Revenue but, if designated as an Apparent Successful Bidder, Bidder shall register with the Washington State Department of Revenue for a business license and provide proof of such registration satisfactory to WSAC within five (5) business days of such designation or notification by WSAC. Bidder further certifies that Bidder understands that, if for any reason, Bidder is not timely registered with the Washington State Department of Revenue and has not timely provided a valid UBI number for Bidder to WSAC, Bidder shall be disqualified from Contract award.

22. **NO SUBCONTRACTORS**. Bidder certifies as follows (*Bidder must check one*):

☐ *NO SUBCONTRACTORS*. If, pursuant to the above-referenced Competitive Solicitation, Bidder is awarded a Contract, Bidder shall NOT utilize subcontractors to perform the Contract.

OR

☐ *SUBCONTRACTORS*. As detailed in the attached explanation (*Bidder to provide*), if, pursuant to the above-referenced Competitive Solicitation, Bidder is awarded a Contract, Bidder will utilize subcontractors to perform the Contract. In such event, Bidder further certifies that, as to the State of Washington and eligible Purchasers who utilize the Contract, Bidder shall be fully responsible for its subcontractors, including, without limitation, liability for any subcontractor's acts or omissions. *Note*: Bidder must provide the precise legal name (including state of organization), business address, and federal tax identification number (TIN) for each subcontractor and state which portions and amount of the Contract that Bidder, if awarded a

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

Contract, would subcontract to each identified subcontractor. *Note*: If a subcontractor's TIN is a SSN, do not provide the SSN; rather, state that the TIN is a SSN.

☐ *BIDDER EXPLANATION*. Bidder has attached an explanation.
Check box if applicable.

23. **WASHINGTON SMALL BUSINESS**. Bidder certifies as follows (*Bidder must check all applicable boxes*):

☐ *WASHINGTON SMALL BUSINESS*. Bidder is a Washington Small Business as defined in RCW 39.26.010(13) and (22)(a). To qualify as a Washington Small Business, Bidder must meet three (3) requirements:

☐ *Location*. Bidder's principal office/place of business must be located in and identified as being in the State of Washington. A principal office or principal place of business is a firm's headquarters where business decisions are made and the location for the firm's books and records as well as the firm's senior management personnel.

☐ *Size*. Bidder must be owned and operated independently from all other businesses and qualify as one of the following:

☐ Bidder Qualifies as a Small Business – i.e.,

☐ Bidder has fifty (50) or fewer employees; or

☐ Bidder has an annual gross revenue of less than $7,000,000 as reported on Bidder's federal income tax return or its return filed with the Washington State Department of Revenue over the previous three (3) consecutive years.

☐ Bidder Qualifies as a Minibusiness – i.e., Bidder has an annual gross revenue of less than $3,000,000, but $1,000,000 or more, as reported on Bidder's federal income tax return or its return filed with the Washington State Department of Revenue.

☐ Bidder Qualifies as a Microbusiness – i.e., Bidder has an annual gross revenue of less than $1,000,000 as reported on Bidder's federal income tax return or its return filed with the Washington State Department of Revenue.

☐ *WEBS Certification*. Bidder must have certified its Washington Small Business status in Washington's Electronic Business Solution (WEBS).

OR

☐ *NOT A WASHINGTON SMALL BUSINESS*. Bidder does not qualify as a Washington Small Business as set forth above.

24. **CERTIFIED VETERAN-OWNED BUSINESS**. Bidder certifies as follows (*Bidder must check one and, if stating that Bidder is a Certified Veteran-Owned Business, provide Bidder's WDVA certification number in the space provided below*):

☐ *CERTIFIED VETERAN-OWNED BUSINESS*. Bidder is a Certified Veteran-Owned Business under RCW 43.60A.190. To qualify as a Certified Veteran-Owned Business, Bidder must meet four (4) requirements:

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

- *51% Ownership*. Bidder must be at least fifty-one percent (51%) owned and controlled by:
  (a) A veteran as defined as every person who at the time he or she seeks certification has received a discharge with an honorable characterization or received a discharge for medical reasons with an honorable record, where applicable, and who has served in at least one of the capacities listed in RCW 41.04.007;
  (b) A person who is in receipt of disability compensation or pension from the department of veterans affairs; or
  (c) An active or reserve member in any branch of the armed forces of the United States, including the national guard, coast guard, and armed forces reserves.
- *Washington Incorporation/Location*. Bidder must be either an entity that is incorporated in the State of Washington as a Washington domestic corporation or, if not incorporated, an entity whose principal place of business is located within the State of Washington.
- *WEBS Certification*. Bidder must have certified its Veteran-Owned Business status in Washington's Electronic Business Solution (WEBS).
- *WDVA Certification*. Bidder must have provided certification documentation to the Washington Department of Veterans' Affairs (WDVA) and be certified by WDVA and listed as such on WDVA's website (WDVA – Veteran-Owned Businesses). Bidder's WDVA certification no.: _____

OR

☐ *NOT A CERTIFIED VETERAN-OWNED BUSINESS*. Bidder does not qualify as a Certified Veteran-Owned Business as set forth above.

25. **REFERENCES**. Bidder certifies that the references provided below (*Bidder must provide 4*) have worked with Bidder pertaining to contracts in which Bidder provided goods/services similar in scope to the goods/services described in the above-referenced Competitive Solicitation and that such references have full permission, without any additional requirement or release, to provide references and information to WSAC pertaining to Bidder. Bidder hereby authorizes WSAC (or its agent) to contact Bidder's references and others who may have pertinent information regarding Bidder's prior experience and ability to perform the Contract, if awarded. Bidder hereby authorizes such individuals and firms to provide such references and release to WSAC information pertaining to the same.

Reference 1: Provide information in the space provided	Business Name: _____ Contact Name at Business: _____ Phone: _____ Email: _____
Reference 2: Provide information in the space provided	Business Name: _____ Contact Name at Business: _____ Phone: _____ Email: _____

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

Reference 3: Provide information in the space provided	Business Name: Contact Name at Business: Phone: Email:
Reference 4: Provide information in the space provided	Business Name: _____ Contact Name at Business: _____ Phone: _____ Email: _____

Note: It is Bidder's obligation to ensure that the contact information for Bidder's references is accurate and current. Bidders should alert their references to respond promptly to reference checks. Bidder's must provide a minimum of four (4) commercial or governmental references for which bidder has delivered goods and or services similar in scope as described in the Competitive Solicitation.

Bidder further certifies that Bidder shall provide immediate written notice to WSAC if, at any time prior to a Contract award pursuant to the above-referenced Competitive Solicitation or anytime during the Contract term, if awarded, Bidder learns that any Bidder certifications set forth herein were erroneous when submitted or have become erroneous by reason of changed circumstances.

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

BIDDER NAME: _____
Print Name of Bidder

Note:

- If Bidder is a corporation, LLC, etc., print full legal entity name of the firm submitting the Bid.
- If Bidder is a sole proprietor, print the full legal name of the individual who is the Bidder submitting the Bid.

BY: _____ _____
Signature of Bidder's authorized person — Print Name of person making certifications for Bidder

TITLE: _____ PLACE: _____
Title of person signing Bidder's Certification — Print city and state where signed

DATE: _____

Return this Bidder's Certification to Procurement Coordinator at:
RFPCoordinator@wsac.wa.gov

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

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EXHIBIT B – PERFORMANCE REQUIREMENTS / NON-COST FACTORS

Competitive Solicitation:	No. 27RQ001 – Financial Aid Services – WASFA
Bidder:	_____ Type/print full legal name of bidder company

Objectives and Scope of Work:

The Contractor will work closely with the Washington Student Achievement Council (WSAC) Washington Student Financial Aid Application (WASFA) staff, to provide an electronic WASFA application. This will benefit students who are not eligible for federal financial aid programs or who choose not to complete the Free Application for Federal Student Aid (FAFSA). RCW 28B.15.012(2)(a-e) is the overarching state law guiding this application. The Contractor will be responsible for ensuring the WASFA application is updated annually and available to students in accordance with federal application opening and closing dates.

The Contractor and its systems must be able meet these minimum requirements (subject to change):

- Application development must occur in a secure location that meets the following security standards:
  - Pass the WA state Office of Cybersecurity (OCS) Security Design Review process. This process can take several months depending on how prepared the Contractor is. The Security Design Review template is attached to this Competitive Solicitation as Exhibit G for your reference.
  - Use Washington's single sign-on "wa.gov" authentication for end user account access. The wa.gov authentication framework uses the vendor Okta's Auth0 technology and is intended to provide a single account that can be used to access all state web sites.
  - Use the Washington Technology Solutions (WaTech) Microsoft 365 Entra ID login for administrative access by WSAC staff.
  - A separate non-production application environment for testing where application uploads and verification can take place for WSAC staff.
  - Meet Washington's Digital Accessibility Standard - https://watech.wa.gov/sites/default/files/2025-01/USER-01-01-S%20Digital%20Accessibility%20Standard.pdf
- The system must be able to run two application cycles at one time.
- WSAC must have the ability to set the closing date for the application year.
- WSAC requires access to update the application when data element descriptions or instructions change.
- The Contractor must have a process in place to address any bug and/or technical fixes within a reasonable agreed upon time frame.
- The Contractor must meet Washington State records retention policies where all student data meeting the required retention period shall be dispositioned on a minimum annual schedule by WSAC staff or upon request by WSAC staff.
- Students and parents must be able to sign the application electronically. Accommodation for alternate signing for incarcerated students, as an example, may be necessary.
- Provide training for WSAC staff.

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

The electronic application must include:

- School selection interface - The system must include a mechanism that allows students to select one or more institutions and ensures that each selected institution receives the student's completed application. Open on time by mirroring FAFSA timeline, as defined by the Department of Education (generally no later than 10/1 of the year prior to the FAFSA aid year).
- Ability to provide end user application editing, which is the ability for the student or parent to edit and resubmit the application.
- Ability for Financial Aid Administrators to make corrections by allowing them access to edit a student's application and resubmit.
- Ability to produce a unique transaction number for each new or resubmitted application.
- Daily data file – will be created which includes electronic data file containing all the student applications received each day in a format that WSAC can read into its database and transmit to the schools selected by each student.
- Student ID number – a unique nine-digit identification number will be assigned to each applicant. A seed number should be created for new applicants (for example 98xxxxxxx).
- The application must be available in English and Spanish, ideally with additional multiple language translation options.
- The ability to permanently delete applications as needed.
- The application must have fraud prevention measures in place such as verifying/identifying multiple applications that contain the same SSN, fake IDs, etc.
- A mechanism to mark applications as fraudulent.
- The ability for students to update their account/profile information (registered name or email address linked to the account).
- The application must be developed using a responsive design methodology, ensuring seamless functionality across desktop, tablet, and mobile devices.

The WASFA application will be fully functional and include all the agreed upon elements by October 1 of the financial aid application year. As an example for the 2027-28 financial aid year, the live, fully functional WASFA will be delivered no later than 12:00 pm September 30, 2026.

The Contractor and WSAC staff will collaborate in updating and ensuring the WASFA application meets the needs of both the applicant and addresses any changes required by WSAC. Status meetings will be held regularly to confirm agreed upon tasks are on point and within target completion.

Instructions:

Note: Bidders must follow the instructions outlined in this Exhibit. Unless WSAC, at its discretion, determines that a bidder's variance from these instructions is immaterial or timely corrected, Bids that do NOT follow these instructions will be deemed to be nonresponsive and rejected.

1. Add bidder's business name above and follow the instructions below.
2. Review and respond to all questions. ALL bidders must respond to questions. **The written response shall be considered complete and stand on its own merits or may be deemed non-responsive.**
3. Provide a written response that addresses how the bidder meets or exceeds each requirement in the *Written Response* column.
    a. **Supporting Information**. Please make sure to include references in *Exhibit A – Bidder's Certifications* that align with the information provided in this exhibit. WSAC may request additional information or references to help verify the information provided by the bidder in this exhibit. A bidder's failure to provide requested information to WSAC within five (5) business days may result in disqualification.

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

b. **Bidder's Commitments**. Please note that, if bidder is awarded a contract, the bidder's responses to some of the performance requirements below will be incorporated to the resulting contract. Accordingly, bidder is cautioned to state only commitments that bidder can meet throughout the term of the contract. An awarded bidder (i.e., contractor) who is not able to meet such commitments throughout the contract term will be subject to contract termination for breach of contract and damages. Please see *Exhibit D – Contract*.

This Exhibit Must be submitted as a stand-alone file, Word or PDF.

Performance Requirements: Bidder must respond to each requirement as noted in the instructions below.

1. Using the ***Bidder Compliance*** column, Bidder must select either a "Yes" or "No" to indicate the Bidder's ability to meet the requirement. **Any entry that is not either a "Yes" or "No", may be deemed non-responsive and will not be considered any further.**
2. **Do not alter or reformat the document. Boxes for Written Response will expand as content is added. Written Response boxes may contain charts and graphics sized accordingly.**

<table>
<tr><th colspan="5">PERFORMANCE REQUIREMENTS AND FACTORS</th></tr>
<tr><th>REQ ID</th><th>Performance Requirement and Stated Business Need</th><th>Points Available</th><th>Bidder's Compliance</th><th>Written Response</th></tr>
<tr><td>1.</td><td>Bidder must provide a transition and start-up schedule of dates and specific work that would need to be completed to transition services as described in the solicitation from the incumbent to the apparent successful bidder, and to start-up these services. Bidders should consider the following in their response:
<table>
<tr><th>Proposed Work Phase - Schedule</th><th>Tentative Completion Date</th></tr>
<tr><td>Project Initiation (w/Kickoff Mtg.)</td><td></td></tr>
<tr><td>Discovery</td><td></td></tr>
<tr><td>System Configuration</td><td></td></tr>
<tr><td>Validation and Training</td><td></td></tr>
<tr><td>WSAC Validation</td><td></td></tr>
<tr><td>Go Live Planning</td><td></td></tr>
<tr><td>Go Live</td><td></td></tr>
<tr><td>Stabilization</td><td></td></tr>
<tr><td>Project Completion</td><td></td></tr>
</table></td><td>50 points</td><td>☐ Yes
☐ No</td><td>Written Response Required. Provide as much information as needed to address the Performance Requirement and Stated Business Need. Please detail the conversion and start-up process using actual dates with an anticipated state date of September 10, 2026. (This date may be adjusted by WSAC as needed.) Please describe how this will be implemented.

_____</td></tr>
</table>

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

PERFORMANCE REQUIREMENTS AND FACTORS				
REQ ID	**Performance Requirement and Stated Business Need**	**Points Available**	**Bidder's Compliance**	**Written Response**
2.	Bidder must explain what procedures are in place for handling data breaches or security incidents.	50 points	☐ Yes ☐ No	**Written Response Required**. *Provide as much information as needed to address the Performance Requirement and Stated Business Need. Please provide a detailed response that outlines all steps taken in the event of a data or security breach.* _____
3.	How does the Bidder ensure data privacy and compliance?	50 points	☐ Yes ☐ No	**Written Response Required**. *Provide as much information as needed to address the Performance Requirement and Stated Business Need. Please describe steps taken to ensure data privacy and compliance.* _____
4.	Does the bidder have a separate non-production application environment for testing where application uploads and verification can take place?	50 points	☐ Yes ☐ No	**Written Response Required**. *Provide as much information as needed to address the Performance Requirement and Stated Business Need.* _____
5.	Does Bidder have experience creating a secure online application? If so, how many and for what purpose?	50 points	☐ Yes ☐ No	**Written Response Required**. *Provide as much information as needed to address the Performance Requirement and Stated Business Need.* _____
6.	Does the Bidder have experience working with student populations?	30 points	☐ Yes ☐ No	**Written Response Required**. *Provide as much information as needed to address the Performance Requirement and Stated Business Need.* _____
7.	Does the bidder has the ability to do back end calculations as necessary.	20 points	☐ Yes ☐ No	**Written Response Required**. *Provide as much information as needed to address the Performance Requirement and Stated Business Need.* _____
8.	Does the Bidder have experience working with state or federal financial aid programs? If not, what experience do you have working with providing applicant data using income and family demographics?	50 points	☐ Yes ☐ No	**Written Response Required**. *Provide as much information as needed to address the Performance Requirement and Stated Business Need.* _____

PERFORMANCE REQUIREMENTS AND FACTORS				
REQ ID	**Performance Requirement and Stated Business Need**	**Points Available**	**Bidder's Compliance**	**Written Response**
9.	Has the Bidder provided regular automated data downloads to integrate with additional client applications?	50 points	☐ Yes ☐ No	**Written Response Required**. *Provide as much information as needed to address the Performance Requirement and Stated Business Need.* _____
10.	Has the Bidder provided a process where completed applications can be updated or corrected by the end users themselves and by system administrators and other authorized users such as educational institutions?	50 points	☐ Yes ☐ No	**Written Response Required**. *Provide as much information as needed to address the Performance Requirement and Stated Business Need.* _____
11.	Does the Bidder have experience collecting electronic signatures in compliance with current Washington State guidance as outlined under the Uniform Electronic Transactions Act (UETA, RCW 1.80)	50 points	☐ Yes ☐ No	**Written Response Required**. *Provide as much information as needed to address the Performance Requirement and Stated Business Need.* _____
12.	Does the Bidder have a mechanism for identifying duplicate applications and/or fraudulent applications?	50 points	☐ Yes ☐ No	**Written Response Required**. *Provide as much information as needed to address the Performance Requirement and Stated Business Need.* _____
13.	Does the Bidder have a disaster recovery plan in place and a methodology for testing?	50 points	☐ Yes ☐ No	**Written Response Required**. *Provide as much information as needed to address the Performance Requirement and Stated Business Need. Include a description of how Bidder will comply with this requirement*. _____
14.	Bidder must ensure that all customer data must remain within the United States at all times and that all data security and protection measures must be in place based on WaTech Policies.	Pass/Fail	☐ Yes ☐ No	[redacted]
15.	Bidder must attend and participate in meetings as needed, conference calls, and communications in writing.	Pass/Fail	☐ Yes ☐ No	

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

PERFORMANCE REQUIREMENTS AND FACTORS				
REQ ID	**Performance Requirement and Stated Business Need**	**Points Available**	**Bidder's Compliance**	**Written Response**
16.	Bidder, in performing these services, must demonstrate leadership competencies that align with Washington State's values. Bidder acknowledges and understands both the *Washington State Enterprise Diversity, Equity, and Inclusion Competencies* and *Washington State Enterprise Leadership Competencies*.	Pass/Fail	☐ Yes ☐ No	[redacted]

Return this exhibit to Procurement Coordinator at:
RFPCoordinator@wsac.wa.gov

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WASHINGTON STUDENT ACHIEVEMENT COUNCIL
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EXHIBIT C – BID PRICE COST PROPOSAL

COMPETITIVE SOLICITATION NO. 27RQ001 – FINANCIAL AID SERVICES - WAFSA

Scoring and Points

The Bid Price Cost Proposal consists of two scored components: Estimated Contract Costs (350 points) and Non-Standard Project-Based Hourly Rates (50 points). The scoring for each component is described below.

Estimated Contract Costs (350 Points)

Allowable costs payable to the Bidder includes Product Start-Up Fees and the cumulative Annual Subscription Fees over the initial thirty-six (36) month contract term. Bidders are to complete the tables below, which will be used as the basis for computing cost scores.

Computation

Scores for this section will be computed as follows:

Step 1: Determine Bid Price:

Bid Price = Start-Up Fees +
Cumulative Annual Subscription Fees

Step 2: Determine Bidder's Score based on the Bidder's Bid Price relative to the lowest cost Bidder's Bid Price**. The lowest overall Bid Price receives the maximum allotted 350 points. All other Bidders receive a percentage of the points available based on their relationship to the lowest, using the following formula:**

(Lowest Bid Price/Bidder's Bid Price) x 350 Max Points = Bidder's Estimated Contract Costs Score

Failure to complete tables as instructed may be deemed nonresponsive and will not continue further in the process.

Required Information (do not add or alter table rows)

Project Start-Up. (Must Include)

Proposed Work Phase - Schedule	Amount Due on Completion
Total One-Time Startup Costs (due upon final configuration and delivery of functioning platform)	$

Annual Subscription Rate (Must Include)

Fee Description	Fee Amount
Year 1 Annual Subscription (on-going license/service fees)	$

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

Year 2 Annual Subscription (on-going license/service fees)	$
Year 3 Annual Subscription (on-going license/service fees)	$

Non-Standard Project-Based Hourly Rates (50 points)

In general, all costs associated with the on-going maintenance and customization of the platform are to be included as part of the startup and annual subscription fees. However, the Agency recognizes that certain non-standard customizations may be required from time-to-time. Any such customizations are expected to be minimal and any associated additional costs are to be agreed upon in advance by the Agency and the Contractor. Bidders are to list a single hourly rate below that will be applicable to any non-standard project-based work.

Computation

Scores for this section will be computed as follows:

Step 1: Determine Bid Price:

Hourly Rate = Non-Standard Project-Based Hourly Rates

Step 2: Determine Bidder's Score based on the Bidder's Bid Price relative to the lowest cost Bidder's Bid Price**. The lowest overall Hourly Rate receives the maximum allotted 50 points. All other Bidders receive a percentage of the points available based on their relationship to the lowest, using the following formula:**

(Lowest Hourly Rate/Bidder's Hourly Rate Price) x 50 Max Points = Bidder's Non-Standard Project-Based Hourly Rate Score

Failure to complete tables as instructed may be deemed nonresponsive and will not continue further in the process.

Required Information (do not add or alter table rows)

Flat Hourly Rate (Must Include – 50 points)

Fee Description	Hourly Rate
Flat Hourly rate for non-standard projects/customizations	$

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

CONTRACT

NO. _____

COMPETITIVE SOLICITATION NO. 27RQ001

FOR
FINANCIAL AID SERVICES - WASFA

By and Between

STATE OF WASHINGTON
STUDENT ACHIEVEMENT COUNCIL

and

_____

Dated _____, 2026

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

CONTRACT

NO. ____

COMPETITIVE SOLICITATION NO. 27RQ001
FINANCIAL AID SERVICES - WSAFA

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 _____, a _____ ("Contractor") and is dated and effective as of _____ __, 2025, or date of execution, whichever is later.

R E C I T A L S

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 issued Solicitation #27RQ001 dated February 13, 2026, for the purpose of obtaining a contractor for the WAFSA Financial Aid Services in accordance with its authority under RCW 39.26.

C. WSAC evaluated all responses to the Competitive Solicitation and identified Contractor as the apparent successful bidder.

D. WSAC has determined that entering into this Contract will meet its identified needs.

A G R E E M E N T

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 thirty six (36) months, commencing September 10, 2026, and ending September 9, 2029; subject to mutual agreement, the term of the Contract may be extended for up to three (3) additional two-year terms.

2. SCOPE – INCLUDED GOODS AND/OR SERVICES AND PRICE.

2.1. CONTRACT SCOPE. Pursuant to this Contract, Contractor is authorized to sell and provide only those goods and/or services set forth in *Exhibit A – Included Goods/Services* for the prices set forth in *Exhibit B – Prices for Goods/Services*.

(a) Goods. For purposes of this Contract, "Goods" means all equipment, materials, supplies, ancillary parts, accessories, components and other items purchased as defined in this Contract.

(b) Services. For purposes of this Contract, "Services" means all services of any nature ordered by WSAC pursuant to this Contract.

(c) 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.

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

2.2. WSAC'S ABILITY TO MODIFY SCOPE OF CONTRACT. Subject to mutual agreement between the parties, WSAC reserves the right to modify the goods and/or 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. ECONOMIC ADJUSTMENT. Beginning twenty-four (24) months after the effective date of this Contract, the prices set forth in *Exhibit B – Prices* shall be adjusted. Price (rates) quoted will be locked in for the duration of the initial contract. WSAC, at its sole discretion, will determine the acceptability of any price changes proposed before agreeing to an extension of a Contract. If resulting contract is renewed, the hourly rate may be negotiated at that time, however, the rate may not increase more than three percent (3%) for each renewal period and must be agreed upon in writing.

2.4. PRICE CEILING. Although Contractor may offer lower prices to WSAC, during the term of this Contract, Contractor guarantees to provide the Goods and/or Services at no greater than the prices set forth in *Exhibit B - Prices for Goods/Services*.

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 as previously certified in Contractor's Bidder's Certification, that neither Contractor nor its principals or affiliates presently are not or 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 as previously certified in Contractor's Bidder's Certification, 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.

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

3.7. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS [IF APPLICABLE]. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, 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. WASHINGTON SMALL BUSINESS [IF APPLICABLE]. Contractor represents and warrants, as previously certified in Contractor's Bidder Certification, that Contractor qualifies as a Washington Small Business pursuant to RCW 39.26.010.

3.9. CERTIFIED VETERAN-OWNED BUSINESS [IF APPLICABLE]. Contractor represents and warrants, as previously certified in Contractor's Bidder Certification, that Contractor qualifies as a Certified Veteran-Owned Business pursuant to RCW 43.60A.190.

3.10. FRAUD AND DISHONEST CONDUCT. 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, had a judgment rendered against, or settled (with or without an admission of guilt or liability) any criminal or civil matter, including without limitation any administrative investigation, enforcement action, or other proceeding or dispute with a government authority, involving allegations that any of Contractor or its principals or affiliates have committed fraud or a criminal offence 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; (c) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, or any crime or tort involving similarly dishonest conduct; (d) are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in subsection (b) of this provision; (e) are presently defending against affirmative or defensive claims by any private litigant involving allegations of any of the offenses enumerated in subsection (b) of this provision; or (f) had one or more public contracts (federal, state or local) terminated for cause or default.

3.11. 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.

3.12. 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.

3.13. ADVERTISING AND ENDORSEMENT. Contractor understands and acknowledges that neither WSAC nor the State of Washington are endorsing Contractor's goods and/or services or suggesting that such goods and/or 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.

3.14. 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.

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

3.15. 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 Goods and/or Services that are the subject of this Contract.

3.16. OPERATIONAL CAPABILITY. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor has the operational and financial capability to perform the Contract.

3.17. ACCESS EQUITY – CONTRACTOR REPORTING (if utilizing subcontractors). Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor, if utilizing subcontractors to perform this Contract, shall register and report monthly, as Contractor, through *Access Equity*, Washington's secure online business diversity vendor management system (B2Gnow), which is managed by Washington's Office of Minority and Women's Business Enterprises (OMWBE), any payments to subcontractors pertaining to the Contract. Contractor further represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor shall use commercially reasonable efforts to ensure that such subcontractors also utilize *Access Equity* to verify such payment information as reported by Contractor.

3.18. 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.

4. QUALITY; WARRANTY; REMEDIES.

4.1. GOODS WARRANTY. Contractor warrants that: (a) Goods and/or Services will be performed in a timely, efficient, professional, and workmanlike manner; (b) all Contractor personnel assigned to perform the Goods and/or Services will have the necessary skill and training; and (c) Goods and/or Services will be performed in a manner consistent with the standard of care in the industry ("Goods and/or Services Warranty"). The Good and/or Services Warranty will survive for a period of twelve (12) months after the date when Goods and/or Services are completed (Goods and/or Services Warranty Period)".

4.2. GOODS REMEDY. If Goods do not comply with the Goods Warranty or any defects developed during the Goods Warranty Period under normal use, at WSAC'S election, Contractor promptly shall remedy the defect by removing, repairing, correcting, or replacing, and/or reinstalling any defective Goods. Contractor's Goods Warranty support shall include, at Contractor's sole expense, all technical support, parts, materials and equipment, and labor, including freight and "in/out" costs required to address the defect. If, in WSAC'S judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor shall refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

4.3. 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

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

for a period of twelve (12) months after the date when Services are completed ("Services Warranty Period").

4.4. 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.

4.5. 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.

4.6. 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.

4.7. 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.

4.8. 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 REQUIREMENTS WHILE ON WSAC'S PREMISES. 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. 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.

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

5.3. ACCIDENT AND INJURY REPORTING. If Contractor, its agents, employees, or subcontractors are present at WSAC's premises, Contractor promptly shall 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 in any investigation of such incidents.

5.4. 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 shall be adequately trained and at all times comply with WSAC's requirements.

5.5. IT SECURITY POLICIES. Contractor, its agents, employees, or subcontractors shall comply with all Washington State IT security policies and standards which shall 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 Procuring Agency regarding all contractual matters;

(d) Ensure that such subcontractors are registered in WEBS;

(e) Ensure that such subcontractors comply with the *Access Equity* requirements applicable to subcontractors as set forth in this Contract; and

(f) Defend, indemnify, and hold Procuring Agency harmless in case of negligence, other tortious fault, or intentional misconduct by any such subcontractors (regardless of tier).

Prior to utilizing any subcontractor to perform this Contract, Contractor shall provide written notice to Procuring Agency's contract administrator. For each such subcontractor, such notice shall confirm that such subcontractor is:

- Registered in WEBS; and
- Identified by Contractor in *Access Equity*.

6.2. ACCESS EQUITY. If Contractor utilizes subcontractors to perform this Contract, this section applies. In such circumstances, this Contract is subject to compliance tracking using *Access Equity*, Washington's online business diversity vendor management system (B2Gnow), which is managed by Washington's Office of Minority and Women's Business Enterprises (OMWBE). *Access Equity* is web-based and can be accessed at https://omwbe.diversitycompliance.com/. User guides and documentation related to Contractor and subcontractor access to and use of *Access Equity* are available online at https://omwbe.wa.gov/access-equity-help-center. Contractor may contact the Contract Administrator for technical assistance in using the *Access Equity* system.

(a) Contract Payment Reporting & Verification. Contractor and any subcontractors utilized by Contractor to perform this Contract shall utilize *Access Equity* to report

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

and confirm receipt of payments made to Contractor by Procuring Agency and to each subcontractor.

(b) Contractor Requirements.

1. Registration. Contractor, within fifteen (15) calendar days of the effective date of this Contract, shall register in *Access Equity* and enter all required subcontractor information. In the event Contractor subcontracts to perform this Contract after the effective date of this Contract, Contractor shall update *Access Equity* within fifteen (15) calendar days of such subcontract.
2. Training. Contractor, within twenty (20) calendar days of the effective date of this Contract (or later engagement of a subcontractor), shall complete the required *Access Equity* user training (two (2) one-hour online sessions).
3. Subcontractors. Contractor shall require any subcontractor(s) utilized by Contractor to perform this Contract to:
    - Register in *Access Equity*;
    - Complete the required *Access Equity* user training;
    - Use *Access Equity* to verify the amount and date of receipt of each payment from Contractor or, if applicable, a higher tier subcontractor;
    - Use *Access Equity* to report payments made by subcontractor to any lower tier subcontractor(s), if any, in the same manner as specified herein;
    - Promptly respond to any requests or instructions from Contractor or system-generated messages to check or provide information in *Access Equity*; and
    - When necessary, promptly coordinate with Contractor and/or Procuring Agency to resolve any discrepancies between reported and received payments.
4. Reporting. Contractor, quarterly shall report the amount and date of:
    - All payments received from Procuring Agency; and
    - All payments paid to subcontractor(s);

    Provided, however, that Contractor shall mark as "final" and report final subcontractor payments no later than thirty (30) calendar days after final payment is due to subcontractor(s).
5. Monitor & Respond. Contractor shall monitor contract payments and respond promptly to any requests or instructions from Procuring Agency or system-generated messages to check or provide information in *Access Equity*.
6. Resolve Discrepancies. When necessary, promptly coordinate with subcontractor(s) and/or Procuring Agency to resolve any discrepancies between reported and received payments.

(c) Right to withhold Payment for Noncompliance. In the event Contractor or subcontractors, if any, fails to comply with this section, Procuring Agency may, in

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

addition to any other lawful remedy, upon written notice of such noncompliance, withhold payment to Contractor until such time as such noncompliance is cured.

6.3. REPORTING. If Contractor is required to report to WSAC, such report(s) shall 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.

6.4. 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 shall pay such subcontractor directly.

7. DELIVERY & INSTALLATION.

7.1. DELIVERY REQUIREMENTS. Contractor must ensure that the Goods and/or Services are delivered or provided as required by this Contract, including the requirements set forth in *Exhibit A – Included Goods and/or Services*, or as otherwise mutually agreed in writing between WSAC and Contractor.

7.2. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Goods and/or Services purchased under this Contract are subject to WSACS' reasonable inspection, testing, and approval. WSAC reserves the right to reject and refuse acceptance of goods and/or services that are not in accordance with this Contract. If there are any apparent defects in the Goods and/or 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 goods and/or services or, at WSACS' option, WSACS' may note any damage to the goods and/or services on the receiving report, decline acceptance, and deduct the cost of rejected goods and/or 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 WSAC. 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, WSAC is not able to obtain copyright ownership under the statutory provisions for "works made for hire," then Contractor hereby assigns to WSAC 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 WSAC, its successors, licensees, and assigns.

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

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, except as may 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. Contractor must provide WSAC with a resume of any member of its Key Staff or a Subcontractor's Key Staff assigned to or proposed to perform this Contract prior to commencing any Services.

In the event that proposed Contractor personnel are unavailable to perform this Contract, Contractor must staff the project with personnel 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.

8.3 DATA SECURITY REQUIREMENTS

(a) SECURITY COMPLIANCE. Contractor is responsible for establishing an information security program and maintaining physical, technical, administrative, and organizational safeguards, that comply with: (a) applicable industry standards and guidelines; (b) American Institute of Certified Public Accountants (AICPA) System and Organization Controls (SOC) 1; and (c) Washington State Office of Chief Information Officer (OCIO) Policy 141 – *Securing Information Technology Assets Standards* located at Securing Information Technology Assets | WaTech.

(b) ANNUAL SECURITY CERTIFICATIONS. Contractor will, at the commencement of this Contract and annually thereafter provide WSAC the following reports and certifications: (a) AICPA Statement of Standards for Attestation Engagement (SSAE) No. 18 SOC 1 Type II fiscal year cycle audit report; (b) SOC 2 Type I report in accordance with AICPA AT 101; and (c) attestation that Contractor's Services are in compliance with OCIO Security Policy 141 – *Securing Information Technology Assets Standards*. WSAC may accept, at its sole discretion, alterative reports, audits or reporting formats which WSAC determines to be equivalent or better to the reports and certifications described herein.

(c) DATA BREACH. Contractor must have an incident response process that follows National Institute of Standards and Technology (NIST) of Standards and Technology (NIST) standards and includes breach detection, breach notification and breach response. Upon discovery or reasonable belief of any access, destruction, loss, theft, use or disclosure of WSAC's Data by an unauthorized party ("Data Breach"), Contractor shall notify WSAC by the fastest means available and also in writing. Contractor shall provide such notification within forty-eight (48) hours after Contractor reasonably believes there has been such a Data Breach. Contractor's notification shall identify:

1) The nature of the Data Breach;

2) The Data accessed, used or disclosed;

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

3) The person(s) who accessed, used, disclosed and/or received Data (if known);

4) What Contractor has done or will do to quarantine and mitigate the Data Breach; and

5) What corrective action Contractor has taken or will take to prevent future Data Breaches.

Contractor shall quarantine the Data Breach, ensure secure access to Data, and restore Services as needed to comply with terms and conditions of this Contract. Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with WSAC.

In the event of the Data Breach, Contractor agrees to comply with all applicable state and federal statutory provisions, including but not limited to RCW 19.255.010 and RCW 42.56.590. Where notifications are required to the public or regulators, Contractor shall coordinate and cooperate with WSAC in the development of a communication plan, and promptly and at no cost, provide advance copies of any notifications for WSAC review before disseminating. If a Data Breach occurs and is found to be the result of Contractor's acts, omissions or negligence, Contractor shall assume complete responsibility for notification of affected parties, and be liable for all associated costs incurred by WSAC in responding to or recovering from the Data Breach.

(d) TECHNICAL EXAMINATION AND AUDIT. Upon advance written request, Contractor agrees that WSAC or its designated representative shall have reasonable access to Services purchased by WSAC under this contract, its operational documentation, records and databases, including online inspections. The online inspection shall allow WSAC, its authorized agents, or a mutually acceptable third party hired by WSAC, to test that controls are in place and working as intended. Tests may include, but not be limited to, the following:

1) Operating system/network vulnerability scans;

2) Web application vulnerability scans;

3) Database application vulnerability scans; and

4) Any other scans to be performed by WSAC or representatives on behalf of WSAC.

Contractor shall allow WSAC reasonable access to Services security logs, latency statistics, and other related Services security data that affect this Contract and WSAC's Data, at no cost to WSAC. After any significant Data loss, specific to data stored within the Services platform, or as a result of any disaster or catastrophic failure, Contractor will at its expense have an independent, industry-recognized third party perform an information security audit. This does not apply to data loss resulting from interruptions in the Services stemming from WSAC's computers, network hardware, internet connectivity, or other elements owned or controlled by WSAC that are reasonably required to use Services. The audit results shall be shared with WSAC within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor will provide WSAC with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Contract.

8.4 ACCESSIBILITY REQUIREMENT.

Meet Washington state's Digital Accessibility Standard which as of 7/1/2026 specifies Web Content Accessibility Guidelines (WCAG) 2.2 level AA
https://watech.wa.gov/sites/default/files/2025-01/USER-01-01-S%20Digital%20Accessibility%20Standard.pdf

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

9. INVOICING & PAYMENT.

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

(a) Contract No. 27PR___;

(b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative);

(c) Contractor's State of Washington Statewide Vendor Number (SVN);

(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 shall 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 Goods and/or 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 goods and/or 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.

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

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	**Contractor**
Attn: _____	Attn: _____
WSAC	_____
PO Box 43430	_____
Olympia, WA 98504	_____
Tel: (___) _____	Tel: (___) _____
Email: _____	Email: _____

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 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	**Contractor**
Attn: Stacey Warick	Attn: _____
WSAC	_____
PO Box 43430	_____
Olympia, WA 98504	_____
Email: staceywa@wsac.wa.gov	Email: _____

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.

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

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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 shall 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.

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") to the extent 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

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

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 Goods and/or Services provided, or the use of the Goods and/or Services under this Contract. If WSAC's use of Goods and/or 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 Goods and/or 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 shall not affect rights or obligations accrued or owed before the effective date of the termination notice.

15.2. TERMINATION FOR 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 shall 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

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

nonappropriation or reduction of funds or changes in law, WSAC shall 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. 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.

15.5. CONTRACTOR OBLIGATIONS – EXPIRATION OR TERMINATION. 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.

15.6. 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 fails to maintain the insurance coverages specified herein or timely provide to WSAC the Certificate of Insurance and updates thereto specified herein, or

(d) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

15.7. 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 WSAC's 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.

15.8. 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 goods and/or 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

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

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 shall 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.

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 by clearly labeling the records "sensitive".

16.3. WSAC'S 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, shall do the following: WSAC's Public Records Officer shall 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 shall 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 shall 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 shall 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

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

has been given shall be deemed a waiver by Contractor of any claim that such records are exempt or protected from public disclosure.

17. ORDER OF PRECEDENCE

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

1. Applicable federal and state of Washington statutes and regulations
2. General terms and conditions as contained in this basic contract instrument
3. Exhibit A – Performance
4. Exhibit B – Pricing
5. Exhibit C – Insurance
6. Attachment A – Request for Proposals No. (RFP#27RQ001)
7. Attachment B – Contractor's Proposal dated (date)
8. Any other provision, term or material incorporated herein by reference or otherwise incorporated

18. GENERAL PROVISIONS.

18.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Contract.

18.2. 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.

18.3. NONDISCRIMINATION.

(a) Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

(b) Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

(c) Default. Notwithstanding any provision to the contrary, Agency may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Agency receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Agency may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

(d) Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor,

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

subcontractor, or both, shall be liable for contract 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, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Agency shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Agency for default under this provision.

18.4. 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.

18.5. 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.

18.6. 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.

18.7. 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.

18.8. 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 shall not pay for or otherwise provide such coverage for Contractor and its employees and agents.

18.9 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.

18.10 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.

18.11 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 goods and/or services provided in Washington for the purpose of carrying out the Contractor's obligations under this Contract,

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

including, at WSAC's option, the right to control any such litigation on such claim for relief or cause of action.

18.12 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 goods and/or 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 goods and/or services.

18.13 FEDERAL FUNDS. To the extent that WSAC uses federal funds to purchase goods and/or 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.

18.14 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.

18.15 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.

18.16 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.

18.17 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.

18.18 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

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.

18.19 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.

18.20 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.

18.21 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.

18.22 EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Contract in their entirety.

18.23 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.

18.24 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.

18.25 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, or date of execution, whichever is later.

Washington Student Achievement Council	**Insert Company name**
Signature:	Signature:
Name: Title: Date: Email:	Name: Title: Date: Email:

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

Reviewed and Concur with Agreement WSAC: _____ _____	Signature: Date:

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

INCLUDED SERVICES
PERFORMANCE REQUIREMENTS

Statement of Work:

The Contractor will work closely with the Washington Student Achievement Council (WSAC) Washington Student Financial Aid Application (WASFA) staff, to provide an electronic WASFA application. This will benefit students who are not eligible for federal financial aid programs or who choose not to complete the Free Application for Federal Student Aid (FAFSA). RCW 28B.15.012(2)(a-e) is the overarching state law guiding this application. The Contractor will be responsible for ensuring the WASFA application is updated annually and available to students in accordance with federal application opening and closing dates.

The Contractor and its systems must be able meet these minimum requirements (subject to change):

- Application development must occur in a secure location that meets the following security standards:
  - Pass the WA state Office of Cybersecurity (OCS) Security Design Review process. This process can take several months depending on how prepared the Contractor is. The Security Design Review template is attached to this Competitive Solicitation as Exhibit G for your reference.
  - Use Washington's single sign-on "wa.gov" authentication for all user account access. The wa.gov authentication framework uses the Contractor Okta's Auth0 technology and is intended to provide a single account that can be used to access all state web sites.
  - A separate non-production application environment for testing where application uploads and verification can take place for WSAC staff.
- The system must be able to run two application cycles at one time.
- WSAC must have the ability to set the closing date for the application year.
- WSAC requires access to update the application when data element descriptions or instructions change.
- The Contractor must have a process in place to address any bug and/or technical fixes within a reasonable agreed upon time frame.
- The Contractor must meet Washington State records retention policies where all student data meeting the required retention period shall be dispositioned on a minimum annual schedule by WSAC staff or upon request by WSAC staff.
- Students and parents must be able to sign the application electronically. Accommodation for alternate signing for incarcerated students, as an example, may be necessary.
- Provide training for WSAC staff.

The electronic application must include:

- School selection interface - The system must include a mechanism that allows students to select one or more institutions and ensures that each selected institution receives the student's completed application. Open on time by mirroring FAFSA timeline, as defined by the Department of Education (generally no later than 10/1 of the year prior to the FAFSA aid year).

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

- Ability to provide end user application editing, which is the ability for the student or parent to edit and resubmit the application.
- Ability for Financial Aid Administrators to make corrections by allowing them access to edit a student's application and resubmit.
- Ability to produce a unique transaction number for each new or resubmitted application.
- Daily data file – will be created which includes electronic data file containing all the student applications received each day in a format that WSAC can read into its database and transmit to the schools selected by each student.
- Student ID number – a unique nine-digit identification number will be assigned to each applicant. A seed number should be created for new applicants (for example 98xxxxxxx).
- The application must be available in English and Spanish, ideally with additional multiple language translation options.
- The ability to permanently delete applications as needed.
- The application must have fraud prevention measures in place such as verifying/identifying multiple applications that contain the same SSN, fake IDs, etc.
- A mechanism to mark applications as fraudulent.
- The ability for students to update their account/profile information (registered name or email address linked to the account).
- The application must be developed using a responsive design methodology, ensuring seamless functionality across desktop, tablet, and mobile devices.

The WASFA application will be fully functional and include all the agreed upon elements by October 1 of the financial aid application year. As an example for the 2027-28 financial aid year, the live, fully functional WASFA will be delivered no later than 12:00 pm September 30, 2026.

The Contractor and WSAC staff will collaborate in updating and ensuring the WASFA application meets the needs of both the applicant and addresses any changes required by WSAC. Status meetings will be held regularly to confirm agreed upon tasks are on point and within target completion.

PERFORMANCE REQUIREMENTS AND FACTORS			
REQ ID	**Performance Requirement and Stated Business Need**	**Bidder's Compliance**	**Written Response**
1.		☐ Yes ☐ No	Written Response Required.
2.		☐ Yes ☐ No	Written Response Required.
3.		☐ Yes ☐ No	Written Response Required.

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PERFORMANCE REQUIREMENTS AND FACTORS			
REQ ID	**Performance Requirement and Stated Business Need**	**Bidder's Compliance**	**Written Response**
4.		☐ Yes ☐ No	Written Response Required.
5.		☐ Yes ☐ No	Written Response Required.
6.		☐ Yes ☐ No	Written Response Required.
7.		☐ Yes ☐ No	Written Response Required.
8.		☐ Yes ☐ No	Written Response Required.
9.		☐ Yes ☐ No	Written Response Required.

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EXHIBIT B

PRICES
FOR
PERFORMANCE REQUIREMENTS

[Insert pricing as specified for performance requirements.]

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EXHIBIT C

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 $2,000,000 per occurrence and $4,000,000 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. Symbol 1' commercial automobile liability coverage (and, if necessary, commercial umbrella liability insurance) including coverage for all owned, hired, and non-owned vehicles. The combined single limit per accident shall not be less than $1,000,000.

    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.

    f. PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) INSURANCE. Professional liability insurance in the amount of not less than $1,000,000 combined single limit per occurrence or claim, $2,000,000 general annual aggregate for malpractice or errors and omissions coverage against liability for damages because of personal injury, bodily injury, death, or damage to property, including the loss of use thereof, and damages because of negligent acts, errors, and omissions in any way related to this Master Contract. The policy shall have an extended reporting period of not less than five (5) years after completion.

    g. CYBER-SECURITY AND PRIVACY BREACH. Cyber risk insurance, on a claim form. This coverage shall include Contractual Liability insurance for the indemnity provided under this Contract. Limits are $10,000,000 per occurrence and $15,000,000 aggregate. As a separate policy of in coordination with other coverages, must include but is not limited to coverage for first-party costs and third-party claims from:
        i. Failure to protect data, including unauthorized disclosure, use or access;
        ii. Security failure or privacy breach;
        iii. Failure to disclose such breaches as required by law, regulation or contract;
        iv. Costs associated with notifications, public relations, crisis management advice, credit monitoring, postage, advertising, forensic examinations to determine

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

cause and scope of data breach, WSAC risk mitigation services, and other services to assist in managing and mitigating a cyber-incident;

v. Interruptions of business operations;
vi. RTO expenses;
vii. Network security failure;
viii. Communications and media liability (e.g., infringement of copyright, title, slogan, trademark, trade name, trade dress, service mark or service name in the policyholder's covered material);
ix. Computer fraud;
x. Forgery;
xi. Money and securities;
xii. Employee dishonesty;
xiii. Cyber-extortion;
xiv. Cyber-terrorism;
xv. Electronic Funds Transfer, computer, and electronic transmissions fraud and theft;
xvi. Failure to comply with RCW 19.255.020 and 42.56.590, Health Insurance Portability & Accountability Act of 1996 ("*HIPPA*"), Family Educational Rights and Privacy Act ("*FERPA*"), PCI Data Security Standard, Graham Leach Bliley Act; and
xvii. Other cyber-liability or cyber-crime expenses and provide for associated crisis management and public relations expenses.

The policy must include a waiver of subrogation in the favor of the State, WSAC, and their affiliates.

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 WSAC and 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, and Commercial Automobile Liability, and Pollution Liability Insurance shall include the State of Washington and 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

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

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 sent via email to WSAC at the email address set forth below:

Email: wsaccontracting@wsac.wa.gov
Note: The Email Subject line must state:
Contract Insurance Certificate – Contract No. 27PR__ – Financial Aid Services – WASFA

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, WSAC and the State of Washington. All insurance or self-insurance of WSAC and the State of Washington 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 to WSAC. 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 WSAC and the State of Washington 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.

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

WASHINGTON STUDENT ACHIEVEMENT COUNCIL
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EXHIBIT E – BIDDER'S CONTRACT ISSUES LIST
(*OPTIONAL*)

Competitive Solicitation:	No. 27RQ001 – Financial Aid Services - WAFSA
Bidder:	_____ Type/print full legal name of Bidder

INSTRUCTIONS

This Exhibit is optional. Bidders need only to complete and submit this Exhibit ***IF*** bidder has issues, concerns, exceptions, or objections to any of the terms or conditions contained in *Exhibit D – Contract*. In such case, bidder must use this *Bidder's Contract Issues List* to identify the same as set forth below.

The *Bidder's Contract Issues List* is designed to frame contract discussions, if any, between WSAC and bidders regarding the Contract terms and conditions. In completing the *Bidder's Contract Issues List*, bidders **must**:

A. Identify the specific Contract section/subsection that creates a business issue, concern, exception, or objection;

B. Describe, in business terms, the issue, concern, exception, or objection pertaining to the Contract section/subsection;

C. Propose, in business terms, a solution that is reasonable in light of the Competitive Solicitation and the procurement solution being sought by WSAC; and

D. Provide bidder' reason or rationale supporting bidder's proposed solution, including how the proposed solution is commercially reasonable for a public contract, benefits both the bidder and the WSAC and equitably allocates contractual risk and return.

Please be advised. The Contract(s) to be awarded is the result of a Competitive Solicitation developed pursuant to Washington's Procurement Code for Goods/Services that is designed to meet governmental needs for eligible purchasers. WSAC endeavors to develop commercially reasonable Contracts that incentivize performance and equitably allocate risk and return based on stakeholder input from eligible purchasers, vendors, procurement professionals, and others. Accordingly:

- Contract revisions, if any, may NOT be bidder-specific, but must apply to all bidders.

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

- Redlined Documents Will Not Be Reviewed. Do not provide a redlined Contract or sections/subsections. Redlined text may result in WSAC making potentially inaccurate assumptions regarding bidder's issue(s). Instead, bidders must follow the instructions set forth above.
- 'Standard' Bidder Contracts Will Not Be Reviewed. Do not provide a copy of bidder's (or a third party's) 'standard' contract or contract section. It will not be reviewed.
- No Substantial Changes. Bidders are cautioned that this is a competitive solicitation for a public contract and **WSAC cannot and will not accept a bid or enter into a Contract that substantially changes the material terms and conditions set forth in this Competitive Solicitation and Contract**. Bids that are contingent upon WSAC making substantial changes to material terms and conditions set forth in the Competitive Solicitation or Contract likely will be determined to be non-responsive.

WSAC will consider the number and nature of the items on *Bidder's Contract Issues List* in determining the likelihood of completing a Contract with such bidder.

BIDDER'S CONTRACT ISSUES LIST				
NO.	**A** CONTRACT SECTION	**B** ISSUE DESCRIPTION	**C** BIDDER'S PROPOSED SOLUTION	**D** BIDDER'S RATIONALE FOR PROPOSED SOLUTION
1.				
2.				
3.				
4.				
5.				

Return this Bidder's Contract Issues List to Procurement Coordinator at:
RFPCoordinator@wsac.wa.gov

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

EXHIBIT F –DIVERSE BUSINESS INCLUSION PLAN – SUBCONTRACTORS
FOR
BIDDERS WHO PLAN TO UTILIZE SUBCONTRACTORS TO PERFORM THE CONTRACT, IF AWARDED

Competitive Solicitation:	No. 27RQ001 – Financial Aid Services – WASFA
Bidder:	_____ Type/print full legal name of Bidder

INSTRUCTIONS

This Exhibit is divided into three sections. Section 2 & Section 3 are informational. Section 1 must be completed (and this Exhibit returned to the Procurement Coordinator) **ONLY IF** Bidder, if awarded a Contract, intends to use subcontractors to perform such Contract.

1. Section 1 – This section must be completed IF Bidder intends to use subcontractors to perform the Contract, if Bidder is awarded a Contract.
2. Section 2 – Provides instructions and information regarding how to complete Section 1, if Bidder intends to use subcontractors.
3. Section 3 – Provides definitions for each of the subcontractor category businesses referenced in Section 1.

SECTION 1: *BIDDER'S DIVERSE BUSINESS INCLUSION PLAN – SUBCONTRACTORS*

Bidder: As set forth in the Competitive Solicitation, list the bidder's anticipated small/veteran/diverse business category goals for subcontractor participation, awarded a Contract.

- *Anticipated Subcontractor Percentage*: For any applicable Subcontractor Category, Bidder may state any percentage of Contract spend amount that Bidder believes is appropriate and attainable for Bidder. These are aspirational goals for Bidder's use of small/veteran/diverse subcontractors, if awarded a Contract pursuant to this Competitive Solicitation.
- *Anticipated Subcontractor Names:* If Bidder states a percentage of Contract spend amount, Bidder must provide the name of each intended subcontractor business in the appropriate category as they are listed in Washington's Electronic Business Solution (WEBS).

DIVERSE BUSINESS INCLUSION PLAN		
SUBCONTRACTOR CATEGORY AS DESCRIBED BELOW	ANTICIPATED % OF CONTRACT AMOUNT (DETERMINED BY THE BIDDER)	ANTICIPATED SUBCONTRACTOR NAMES (LIST ALL IN THE APPROPRIATE BOX BELOW IF KNOWN)
MINORITY-OWNED BUSINESS (MBE)		

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

WOMAN-OWNED BUSINESS (WBE)		
CERTIFIED COMBINATION OWNED BUSINESS (CBE)		
CERTIFIED MINORITY WOMAN OWNED BUSINESS (MWBE)		
SOCIALLY AND ECONOMICALLY DISADVANTAGED BUSINESS (SEDBE)		
VETERAN-OWNED BUSINESS (VOB)		
WASHINGTON SMALL BUSINESS (SB)		

Bidder commits to a make a genuine effort to achieve the proposed subcontract spend amounts with small/veteran/diverse business subcontractors as stated above. Bidder will develop a comprehensive outreach strategy including outreach, education/mentorship, and process changes designed to increase participation by small/veteran/diverse businesses that are registered with the State of Washington in WEBS.

_____ _____

Bidder's Authorized Representative _____Date Signed_____

SECTION 2: INFORMATION & INSTRUCTIONS

1. Bidders who, if awarded a Contract, intend to use subcontractors, must complete the ***Diverse Business Inclusion Plan – Subcontractors*** in the form set forth above. Awarded bidders who do not submit a Diverse Inclusion Plan may be precluded from utilizing subcontractors to perform the Contract.
    - *Note*: ***Diverse Inclusion Plan – Subcontractors*** is NOT required if bidder, if awarded, does NOT intend to use subcontractors for this Contract.
2. As part of the ***Diverse Inclusion Plan – Subcontractors***, bidder is encouraged to include an anticipated list of small/diverse subcontractors who may assist bidder in fulfilling bidder's contractual obligations, if bidder is awarded a Contract pursuant to this Competitive Solicitation. This list should identify any subcontractors who are small/veteran/diverse businesses as defined above.
    - Note: The businesses included in the ***Diverse Inclusion Plan – Subcontractors*** are listed as examples of the business that bidder may use as subcontractors and does NOT obligate bidder to utilize those specific businesses in performing the Contract, if awarded. If awarded, the ***Diverse Inclusion Plan – Subcontractor*** will be incorporated into the resulting Contract and bidder will report performance and progress to the Procurement Coordinator as set forth in the Contract and in annual contract management meetings.

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

3. Bidders must describe their efforts in engaging and reducing any barriers to participation by small/veteran/diverse businesses, including outreach, education/mentorship, and process changes designed to increase small/veteran/diverse business participation.
4. If the proposed subcontractors are self-identified diverse businesses, bidder will encourage and support efforts for their certification with the appropriate Washington state agencies.
5. The small/veteran/diverse business goals set forth herein are voluntary. Bidders will not be considered non-responsive if the ***Diverse Inclusion Plan – Subcontractors*** has a zero small/veteran/diverse business participation amount. WSAC, however, encourages bidders to be proactive in engaging small/veteran/diverse business participation. No preference will be included in the evaluation of bids based on the ***Diverse Inclusion Plan – Subcontractors***. No minimum level of small/veteran/diverse business participation is required as a condition for receiving a Contract award.
6. Awarded bidders who utilize subcontractors will meet with WSAC annually, regarding their small/veteran/diverse business inclusion goals set forth in their ***Diverse Inclusion Plan – Subcontractors***.

SECTION 3: SMALL/VETERAN/DIVERSE BUSINESSES DEFINITIONS

For purposes of this Competitive Solicitation, the following terms have the following meanings:

BUSINESS CATEGORY	DEFINITION
OMWBE Certified Minority-Owned Business (MBE):	Limited to firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) as a minority-owned business(. *See*, RCW 39.19.120 and WAC 326-20.
OMWBE Certified Woman-Owned Business (WBE):	Limited to firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) as a woman-owned business. *See*, RCW 39.19.120 and WAC 326-20.
OMWBE Certified Combination Owned Business (CBE):	Limited to firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) as a business owned by women and minorities. *See*, RCW 39.19.120 and WAC 326-20.
OMWBE Certified Minority Woman Owned Business (MWBE):	Limited to firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) as a business owned by minority women. *See*, RCW 39.19.120 and WAC 326-20.
OMWBE Certified Socially and Economically Disadvantaged Business (SEDBE):	Limited to firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) as a business owned by minority who are found to be socially and economically disadvantaged on a case-by-case basis. *See*, RCW 39.19.120 and WAC 326-20.

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

BUSINESS CATEGORY	DEFINITION
WDVA Certified Veteran-Owned Business (VOB):	Limited to firms certified by the Washington State Department of Veterans Affairs (WDVA) as a Certified Veteran-Owned Business. *See*, RCW 43.60A.010(7) & RCW 43.60A.190. Such firms must meet four requirements: 1. *51% Ownership*. The firm must be at least fifty-one percent (51%) owned and controlled by: (a) A veteran as defined as every person who at the time he or she seeks certification has received a discharge with an honorable characterization or received a discharge for medical reasons with an honorable record, where applicable, and who has served in at least one of the capacities listed in RCW 41.04.007; (b) A person who is in receipt of disability compensation or pension from the Department of Veterans Affairs; or (c) An active or reserve member in any branch of the armed forces of the United States, including the national guard, coast guard, and armed forces reserves. 2. *Washington Incorporation/Location*. The firm must be either an entity that is incorporated in the state of Washington as a Washington domestic corporation or, if not incorporated, an entity whose principal place of business is located within the State of Washington. 3. *WEBS Certification*. The firm must have certified its Veteran-Owned Business status in Washington's Electronic Business Solution (WEBS). 4. *WDVA Certification*. The firm must have provided certification documentation to the WDVA and be certified by WDVA and listed as such on WDVA's website (WDVA – Veteran-Owned Businesses).

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

BUSINESS CATEGORY	DEFINITION
Washington Small Business (SB):	Limited to firms that meet the following three (3) requirements: 1. *Location*. The firm's principal office/place of business must be located in and identified as being in the State of Washington. A principal office or principal place of business is a firm's headquarters where business decisions are made and the location for the firm's books and records as well as the firm's senior management personnel. 2. *Size*. The firm must be owned and operated independently from all other businesses and have either: (a) fifty (50) or fewer employees; or (b) gross revenue of less than seven million dollars ($7,000,000) annually as reported on the firm's federal income tax return or its return filed with the Washington State Department of Revenue (WDOR) over the previous three consecutive years. 3. *WEBS Certification*. Bidder must have certified its Washington Small Business status in Washington's Electronic Business Solution (WEBS). *See*, RCW 39.26.010(22) & .010(13). Washington Small Business also includes, Minibusinesses and Microbusinesses. Such firms just have a small 'size' requirement: ▪ *Minibusiness Size Requirement*: The firm must be owned and operated independently from all other businesses and have a gross revenue of at least one million dollars ($1,000,000) but less than three million dollars ($3,000,000) annually as reported on the firm's federal income tax return or its return filed with the WDOR. *See*, RCW 39.26.010(17). ▪ *Microbusiness Size Requirement*: The firm must be owned and operated independently from all other businesses and has a gross revenue of less than one million dollars ($1,000,000) annually as reported on the firm's federal income tax return or its return filed with the WDOR. *See*, RCW 39.26.010(16).

Return this Contracts Diverse Business Inclusion Plan – Subcontractors
to Procurement Coordinator at:
RFPCoordinator@wsac.wa.gov

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

WASHINGTON STUDENT ACHIEVEMENT COUNCIL
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EXHIBIT B – PERFORMANCE REQUIREMENTS / NON-COST FACTORS

Competitive Solicitation:	No. 27RQ001 – Financial Aid Services – WASFA
Bidder:	Concourse Tech Inc. Type/print full legal name of bidder company

Objectives and Scope of Work:

The Contractor will work closely with the Washington Student Achievement Council (WSAC) Washington Student Financial Aid Application (WASFA) staff, to provide an electronic WASFA application. This will benefit students who are not eligible for federal financial aid programs or who choose not to complete the Free Application for Federal Student Aid (FAFSA). RCW 28B.15.012(2)(a-e) is the overarching state law guiding this application. The Contractor will be responsible for ensuring the WASFA application is updated annually and available to students in accordance with federal application opening and closing dates.

The Contractor and its systems must be able meet these minimum requirements (subject to change):

- Application development must occur in a secure location that meets the following security standards:
  - Pass the WA state Office of Cybersecurity (OCS) Security Design Review process. This process can take several months depending on how prepared the Contractor is. The Security Design Review template is attached to this Competitive Solicitation as Exhibit G for your reference.
  - Use Washington's single sign-on "wa.gov" authentication for end user account access. The wa.gov authentication framework uses the vendor Okta's Auth0 technology and is intended to provide a single account that can be used to access all state web sites.
  - Use the Washington Technology Solutions (WaTech) Microsoft 365 Entra ID login for administrative access by WSAC staff.
  - A separate non-production application environment for testing where application uploads and verification can take place for WSAC staff.
  - Meet Washington's Digital Accessibility Standard - https://watech.wa.gov/sites/default/files/2025-01/USER-01-01-S%20Digital%20Accessibility%20Standard.pdf
- The system must be able to run two application cycles at one time.
- WSAC must have the ability to set the closing date for the application year.
- WSAC requires access to update the application when data element descriptions or instructions change.
- The Contractor must have a process in place to address any bug and/or technical fixes within a reasonable agreed upon time frame.
- The Contractor must meet Washington State records retention policies where all student data meeting the required retention period shall be dispositioned on a minimum annual schedule by WSAC staff or upon request by WSAC staff.
- Students and parents must be able to sign the application electronically. Accommodation for alternate signing for incarcerated students, as an example, may be necessary.
- Provide training for WSAC staff.

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

The electronic application must include:

- School selection interface - The system must include a mechanism that allows students to select one or more institutions and ensures that each selected institution receives the student's completed application. Open on time by mirroring FAFSA timeline, as defined by the Department of Education (generally no later than 10/1 of the year prior to the FAFSA aid year).
- Ability to provide end user application editing, which is the ability for the student or parent to edit and resubmit the application.
- Ability for Financial Aid Administrators to make corrections by allowing them access to edit a student's application and resubmit.
- Ability to produce a unique transaction number for each new or resubmitted application.
- Daily data file – will be created which includes electronic data file containing all the student applications received each day in a format that WSAC can read into its database and transmit to the schools selected by each student.
- Student ID number – a unique nine-digit identification number will be assigned to each applicant. A seed number should be created for new applicants (for example 98xxxxxxx).
- The application must be available in English and Spanish, ideally with additional multiple language translation options.
- The ability to permanently delete applications as needed.
- The application must have fraud prevention measures in place such as verifying/identifying multiple applications that contain the same SSN, fake IDs, etc.
- A mechanism to mark applications as fraudulent.
- The ability for students to update their account/profile information (registered name or email address linked to the account).
- The application must be developed using a responsive design methodology, ensuring seamless functionality across desktop, tablet, and mobile devices.

The WASFA application will be fully functional and include all the agreed upon elements by October 1 of the financial aid application year. As an example for the 2027-28 financial aid year, the live, fully functional WASFA will be delivered no later than 12:00 pm September 30, 2026.

The Contractor and WSAC staff will collaborate in updating and ensuring the WASFA application meets the needs of both the applicant and addresses any changes required by WSAC. Status meetings will be held regularly to confirm agreed upon tasks are on point and within target completion.

Instructions:

Note: Bidders must follow the instructions outlined in this Exhibit. Unless WSAC, at its discretion, determines that a bidder's variance from these instructions is immaterial or timely corrected, Bids that do NOT follow these instructions will be deemed to be nonresponsive and rejected.

1. Add bidder's business name above and follow the instructions below.
2. Review and respond to all questions. ALL bidders must respond to questions. **The written response shall be considered complete and stand on its own merits or may be deemed non-responsive.**
3. Provide a written response that addresses how the bidder meets or exceeds each requirement in the *Written Response* column.
    a. **Supporting Information**. Please make sure to include references in *Exhibit A – Bidder's Certifications* that align with the information provided in this exhibit. WSAC may request additional information or references to help verify the information provided by the bidder in this exhibit. A bidder's failure to provide requested information to WSAC within five (5) business days may result in disqualification.

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

b. **Bidder's Commitments**. Please note that, if bidder is awarded a contract, the bidder's responses to some of the performance requirements below will be incorporated to the resulting contract. Accordingly, bidder is cautioned to state only commitments that bidder can meet throughout the term of the contract. An awarded bidder (i.e., contractor) who is not able to meet such commitments throughout the contract term will be subject to contract termination for breach of contract and damages. Please see *Exhibit D – Contract*.

This Exhibit Must be submitted as a stand-alone file, Word or PDF.

Performance Requirements: Bidder must respond to each requirement as noted in the instructions below.

1. Using the ***Bidder Compliance*** column, Bidder must select either a "Yes" or "No" to indicate the Bidder's ability to meet the requirement. **Any entry that is not either a "Yes" or "No", may be deemed non-responsive and will not be considered any further.**
2. **Do not alter or reformat the document. Boxes for Written Response will expand as content is added. Written Response boxes may contain charts and graphics sized accordingly.**

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

PERFORMANCE REQUIREMENTS AND FACTORS				
REQ ID	**Performance Requirement and Stated Business Need**	**Points Available**	**Bidder's Compliance**	**Written Response**

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

1.	Bidder must provide a transition and start-up schedule of dates and specific work that would need to be completed to transition services as described in the solicitation from the incumbent to the apparent successful bidder, and to start-up these services. Bidders should consider the following in their response:	50 points	☒ Yes ☐ No	**Written Response Required**. *Provide as much information as needed to address the Performance Requirement and Stated Business Need. Please detail the conversion and start-up process using actual dates with an anticipated state date of September 10, 2026. (This date may be adjusted by WSAC as needed.) Please describe how this will be implemented.* **Transition Strategy** Given the tight window between contract execution (September 10, 2026) and the go-live deadline (September 30, 2026 at 12:00 PM), a traditional post-contract implementation is not feasible. Concourse's transition strategy leverages the approximately 21-week period between ASB announcement and contract start to complete the majority of development, security review, and testing work — at Concourse's risk and expense — so that the platform is ready for final configuration and go-live within the first 20 days of the contract term. **Critical Path: OCS Security Design Review** ● The WA Office of Cybersecurity Security Design Review is the single most critical dependency on the timeline. The RFP notes this process 'can take several months depending on how prepared the Contractor is.' Concourse will submit Checklist A within the first week of ASB designation and begin Checklist B preparation immediately. Our existing SOC 2 Type II certification and documented security controls position us to respond efficiently to the review requirements. **Detailed Implementation Schedule** **Phase 0: Pre-Contract Preparation** April 17 – May 1, 2026 2 weeks ● ASB designation received ● Initiate OCS Security Design Review (Checklist A submitted) ● Kickoff meetings with WSAC WASFA staff ● Detailed requirements deep-dive workshops ● wa.gov SSO integration planning with WaTech ● Data file format specification with WSAC database team ● Project plan with milestones and WSAC review gates

Proposed Work Phase - Schedule	Tentative Completion Date
Project Initiation (w/Kickoff Mtg.)	
Discovery	
System Configuration	
Validation and Training	
WSAC Validation	
Go Live Planning	
Go Live	
Stabilization	
Project Completion	

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

				Phase 1: Core Development & SSO Integration May 2 – June 26, 2026 8 weeks ● Simplified application forms (English and Spanish) ● wa.gov SSO integration (Okta Auth0) implemented ● Student ID generation system (98xxxxxxx seed) • Unique transaction number system ● School selection interface built ● Electronic signature functionality (UETA compliant) ● Responsive design across desktop/tablet/mobile ● Non-production test environment deployed ● OCS Checklist B submitted (if Tier 2 review required) **Phase 2: Advanced Features & Integration** June 27 – July 31, 2026 5 weeks ● Fraud detection engine (duplicate SSN, fake ID detection) ● Admin interfaces (WSAC staff and Financial Aid Administrators) ● Daily data file generation and automated export ● Application editing/correction/resubmit workflows ● Dual concurrent application cycle support ● Records retention and deletion capabilities ● Back-end financial calculation engine ● Alternate signing accommodations **Phase 3: Testing & Security Validation** August 1 – August 28, 2026 4 weeks ● User acceptance testing with WSAC staff in non-production environment ● Bilingual QA review (English/Spanish) ● Penetration testing and vulnerability remediation ● OCS Security Design Review progress/approval pursued ● Data file validation with WSAC database team ● Dual application cycle testing ● Performance and load testing ● Disaster recovery testing

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

				Phase 4: Training & Pre-Production August 29 – September 9, 2026 ~2 weeks ● WSAC staff training sessions (administrative functions, reporting) ● Financial Aid Administrator training materials developed ● Soft launch to limited users for final validation ● Production deployment preparation ● Go-live runbook and rollback procedures documented ● Final WSAC acceptance in staging environment **Phase 5: Contract Start & Go-Live** September 10 – September 30, 2026 20 days ● Contract executed (September 10) ● Final production configuration and adjustments ● Production monitoring active ● WASFA 2027-28 application LIVE by 12:00 PM September 30, 2026 ● Help desk and support channels operational ● Daily data file generation confirmed operational ● Hypercare support period begins **Incumbent Transition Considerations** Concourse will coordinate with WSAC to ensure a smooth transition from the incumbent provider. Key transition activities include: ● Working with WSAC to understand the current WASFA data model and any historical data that may need to be referenced (not necessarily migrated, as the simplified application represents a new design) ● Coordinating with WSAC's database team to ensure the daily data file format is compatible with existing downstream systems at institutions ● Ensuring no disruption to any active application cycle during the transition period ● Providing WSAC with a sixty (60) day transition assistance commitment at end-of-contract per Contract Section 3.17 **Annual Update Cycle** Following initial go-live, Concourse will work collaboratively with WSAC staff annually to update the WASFA application for each new financial aid year. Status meetings will be held regularly to confirm agreed-upon tasks are on track and within target completion. The annual update process will typically begin in the spring, with WSAC-approved changes tested in the non-production environment before promotion to production by the October 1 opening date.

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

PERFORMANCE REQUIREMENTS AND FACTORS				
REQ ID	**Performance Requirement and Stated Business Need**	**Points Available**	**Bidder's Compliance**	**Written Response**
2.	Bidder must explain what procedures are in place for handling data breaches or security incidents.	50 points	☒ Yes ☐ No	**Written Response Required**. *Provide as much information as needed to address the Performance Requirement and Stated Business Need. Please provide a detailed response that outlines all steps taken in the event of a data or security breach.* Concourse maintains a comprehensive incident response process aligned with the National Institute of Standards and Technology (NIST) Cybersecurity Framework and NIST Special Publication 800-61 (Computer Security Incident Handling Guide). Our incident response procedures are designed to meet the contractual requirements of Section 8.3.3 of the draft Contract, including the forty-eight (48) hour notification requirement. **Incident Response Phases:** Our incident response lifecycle encompasses the following phases: **1. Detection & Identification** • Continuous monitoring via intrusion detection/prevention systems (IDS/IPS) at critical network junctures • Automated alerting on anomalous activity patterns • Log correlation and analysis per documented logging strategy • Classification of event severity (Critical/High/Medium/Low) *Continuous / Immediate upon detection* **2. Containment** • Isolate affected systems to prevent lateral movement • Preserve forensic evidence for investigation • Activate incident response team with designated responders • Begin parallel notification process *Within hours of confirmed incident* **3. Notification** • Notify WSAC by fastest means available (phone + email) • Provide written notification within 48 hours per Contract Section 8.3.3 • Notification includes: nature of breach, data accessed/used/disclosed, person(s) involved (if known), quarantine/mitigation actions taken, corrective actions planned

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

PERFORMANCE REQUIREMENTS AND FACTORS				
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				• Coordinate with WSAC on communication plan per RCW 19.255.010 and RCW 42.56.590 *Within 48 hours of reasonable belief of breach* **4. Eradication & Recovery** • Remove threat vectors and remediate vulnerabilities • Restore services from verified clean backups • Validate system integrity before returning to production • Implement additional monitoring for recurrence *As rapidly as possible; timeline varies by severity* **5. Post-Incident Review** • Conduct root cause analysis • Document lessons learned • Update incident response plan based on findings • Share investigation report with WSAC • Implement preventive measures to avoid recurrence *Within 30 days of incident resolution* Contractor Responsibility: If a data breach is found to result from Concourse's acts, omissions, or negligence, Concourse assumes complete responsibility for notification of affected parties and all associated costs, as specified in Contract Section 8.3.3. Following any significant data loss or catastrophic failure, Concourse will engage an independent, industry-recognized third party to perform an information security audit. Results will be shared with WSAC within seven (7) days of receipt, with written evidence of planned remediation provided within thirty (30) days, per Contract Section 8.3.4.
3.	How does the Bidder ensure data privacy and compliance?	50 points	☒ Yes ☐ No	**Written Response Required**. *Provide as much information as needed to address the Performance Requirement and Stated Business Need. Please describe steps taken to ensure data privacy and compliance.* Concourse ensures data privacy and compliance through a layered approach encompassing organizational, technical, and administrative safeguards aligned with OCIO Policy 141 – Securing Information Technology Assets Standards.

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

PERFORMANCE REQUIREMENTS AND FACTORS				
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				Data Classification All WASFA student data is classified as Category 3 (Confidential Information) or higher per OCIO 141.10 Section 4.1, and treated accordingly throughout its lifecycle — collection, processing, storage, transmission, and disposition **Encryption at Rest** All student data encrypted using AES-256 (FIPS 197 validated) with FIPS 140-3 compliant cryptographic modules. Encryption keys stored separately from encrypted data with access restricted to authorized personnel **Encryption in Transit** All data transmitted using TLS 1.2 or later. Non-compliant cipher suites are disabled. SSH 2.0 or later used for administrative access. Strongest available cipher suites configured on all endpoints **U.S. Data Residency** All student data — production, backup, and disaster recovery — is hosted exclusively within data centers located in the United States. No data leaves U.S. borders at any time **Access Controls** Role-based access following the principle of least privilege. Unique user IDs for all users. Multi-factor authentication for administrative access. Maximum 5 failed login attempts with 15-minute lockout. No shared or generic accounts **Audit Logging** Comprehensive logging of all user activities, administrative actions, authentication events, and system changes. Logs protected against tampering, synchronized to accurate time source, and retained per documented policy Additional Safeguards: Concourse implements the following additional privacy and compliance measures: ● Annual security certifications provided to WSAC: AICPA SSAE No. 18 SOC 1 Type II audit report, SOC 2 Type I report per AICPA AT 101, and attestation of compliance with OCIO Security Policy 141 ● Vulnerability management program including regular operating system, web application, and database vulnerability scans, with time-specific criteria for patch deployment including zero-day patches Concourse | Confidential Page 18 of 48

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

PERFORMANCE REQUIREMENTS AND FACTORS				
REQ ID	**Performance Requirement and Stated Business Need**	**Points Available**	**Bidder's Compliance**	**Written Response**
				● Secure development lifecycle following OWASP guidelines to prevent common vulnerabilities (SQL injection, XSS, CSRF, etc.) with code review before production releases ● Separation of development, test, and production environments with prohibition on Category 3+ data in development/test unless specifically authorized ● WSAC-accessible security logs, latency statistics, and security data at no additional cost per Contract Section 8.3.4 ● Anti-malware protection kept current with integration into Washington Computer Incident Response Center (WACIRC) reporting processes ● Formal change management process ensuring all modifications are tested, approved, and documented before production deployment ● Staff security awareness training and ongoing education for all personnel with access to WSAC data **OCIO 141.10 Compliance Commitment** ● Concourse is committed to full compliance with OCIO 141.10 – Securing Information Technology Assets Standards. We have reviewed the Security Design Review template (Exhibit G) in its entirety, including Checklists A and B, and are prepared to respond affirmatively to each applicable section. Our existing SOC 2 Type II certification covers a significant portion of the OCIO 141.10 control requirements, and we will address any gaps identified during the OCS review process.
4.	Does the bidder have a separate non-production application environment for testing where application uploads and verification can take place?	50 points	☒ Yes ☐ No	Written Response Required. *Provide as much information as needed to address the Performance Requirement and Stated Business Need.* Non-Production Testing Environment Concourse will provide a dedicated, separate non-production environment that mirrors the production platform. This environment enables WSAC staff to: ● Upload and verify application configurations before promoting to production Concourse | Confidential Page 11 of 48 ● Test data element description and instruction changes ● Validate annual application updates before the start of each FAFSA cycle ● Train new WSAC staff and Financial Aid Administrators in a safe sandbox ● Verify daily data file format and content before production deployment

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

PERFORMANCE REQUIREMENTS AND FACTORS				
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				● Test dual application cycle configurations The non-production environment will be refreshed regularly and will use anonymized test data — never actual student records — in compliance with OCIO 141.10 Section 7.2(3), which prohibits the use of Category 3 or higher data in development environments unless specifically authorized.
5.	Does Bidder have experience creating a secure online application? If so, how many and for what purpose?	50 points	☒ Yes ☐ No	**Written Response Required**. *Provide as much information as needed to address the Performance Requirement and Stated Business Need.* Concourse has direct experience designing, building, and deploying secure online applications for government entities. Our custom development projects demonstrate the exact capabilities required for the WASFA platform — citizen/constituent-facing web portals with secure data collection, workflow management, and multi-stakeholder access. **Custom Application Development Track Record** ● State of Oklahoma – Statewide Solicitation & Contract Management Platform Concourse built a custom statewide platform serving 600+ state agencies and municipalities with 3,000+ suppliers. This enterprise-scale application included centralized contract management, solicitation management with multi-agency bid processes, and unified vendor portals with integrated financial tracking. The platform was delivered in under 60 days, demonstrating our ability to rapidly develop and deploy complex government applications under tight timelines. ● City of Owosso, Michigan – Community Engagement Portal Concourse built a citizen-facing web portal enabling public submission of requests, surveys, and feedback with a map-based 311-style interface. The portal included intake forms, submission workflows, staff triage and response management, and location-aware context — directly analogous to WASFA's student-facing application intake, institutional routing, and administrative review capabilities. Delivered in under 60 days. In addition to our own custom development work, Concourse has delivered identity management, electronic signature, and secure application platforms to government agencies across the country, including: ● Single sign-on and federation platforms for state benefits portals managing over 1.5 million external identities (Maryland Health Benefit Exchange) ● Federated identity and submission management platforms with SSO-enabled sandbox environments for state agencies (Texas Health and Human Services Commission) ● Enterprise electronic signature platforms supporting 20,000+ transactions for state government workflows (State of Maryland Department of Budget and Management)

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

PERFORMANCE REQUIREMENTS AND FACTORS				
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				● Student data privacy governance frameworks under FERPA, COPPA, and state education laws (Erie 1 BOCES, New York) Relevance to WASFA Our experience building secure government web applications is directly transferable to the WASFA platform. The core competencies required — secure online form design, identity federation, multi-role access control, data workflow automation, and compliance with state security standards — are competencies we have demonstrated repeatedly in production environments.
6.	Does the Bidder have experience working with student populations?	30 points	☒ Yes ☐ No	**Written Response Required**. *Provide as much information as needed to address the Performance Requirement and Stated Business Need.* Concourse has experience serving education-sector clients, including the delivery of student data privacy governance solutions for K-12 educational cooperative services (Erie 1 BOCES in New York). This engagement required deep understanding of student data sensitivity, FERPA compliance requirements, and the unique challenges of protecting minor student information within multi-district educational environments. Additionally, our experience building citizen-facing government portals has equipped us with a strong understanding of the design principles necessary when serving diverse, often non-technical user populations — principles directly applicable to the student users of the WASFA. **These include:** ● Plain-language, jargon-free form design that reduces cognitive burden and completion anxiety ● Progressive disclosure that shows only relevant questions based on prior responses ● Mobile-first responsive design recognizing that many students primarily access web applications via smartphone ● Bilingual design that treats Spanish as a first-class language (not a secondary translation) with culturally appropriate terminology ● Accessible design supporting students with disabilities and accommodating diverse technology access levels ● Clear save-and-return functionality so students can complete the application across multiple sessions

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

PERFORMANCE REQUIREMENTS AND FACTORS				
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7.	Does the bidder has the ability to do back end calculations as necessary.	20 points	☒ Yes ☐ No	**Written Response Required**. *Provide as much information as needed to address the Performance Requirement and Stated Business Need.* Concourse confirms that the WASFA platform will support configurable back-end calculations. This capability is essential for the simplified WASFA, where income and household size data must be processed to determine a student's financial need category for WA Grant eligibility. **Our platform will include:** ● A configurable calculation engine that evaluates applicant-provided income data against WSAC-defined thresholds and household size tables Concourse | Confidential Page 22 of 48 ● Support for annual updates to calculation parameters (income brackets, household size adjustments) by WSAC staff without requiring code changes ● Validation rules that flag inconsistencies or out-of-range values in submitted financial data before application finalization ● Audit logging of all calculation results for transparency and accountability ● Ability to apply different calculation logic per application cycle when running dual concurrent cycles
8.	Does the Bidder have experience working with state or federal financial aid programs? If not, what experience do you have working with providing applicant data using income and family demographics?	50 points	☒ Yes ☐ No	**Written Response Required**. *Provide as much information as needed to address the Performance Requirement and Stated Business Need.* While Concourse does not claim direct experience operating a state or federal financial aid application, we bring highly relevant experience in building and operating government platforms that process applicant data using income and family demographics. **Our custom government application development includes:** ● Building platforms that collect, validate, and process sensitive personal and financial information for government eligibility determinations ● Implementing back-end calculation engines that evaluate applicant data against program-specific eligibility criteria — directly analogous to the WASFA's need to assess income and household size against WA Grant thresholds

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

PERFORMANCE REQUIREMENTS AND FACTORS				
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				● Delivering identity and access management solutions for state benefits exchanges (Maryland Health Benefit Exchange) where applicant income and demographic data drives eligibility for health insurance subsidies — a structurally similar use case to WSAC's WA Grant eligibility determination ● Managing data workflows that route applicant records to multiple downstream institutions based on applicant selections, mirroring WASFA's school selection and data distribution model Concourse's technical team understands the financial aid landscape, the relationship between the FAFSA and state alternative applications, and the policy context that drives the simplification of the WASFA to focus on income and household size. We are committed to working collaboratively with WSAC staff — who hold the subject matter expertise in financial aid policy — to ensure the platform accurately reflects all current and future eligibility logic.
9.	Has the Bidder provided regular automated data downloads to integrate with additional client applications?	50 points	☒ Yes ☐ No	**Written Response Required**. *Provide as much information as needed to address the Performance Requirement and Stated Business Need.* Concourse has extensive experience delivering automated data integration solutions for government clients, including enterprise integration platforms (SnapLogic for Massachusetts Port Authority) and API-driven data workflows for state agencies. **For the WASFA platform, we will implement the following automated data download capabilities:** ● Daily Data File Generation An automated process runs daily to compile all student applications received that day into an electronic data file. The file format will be defined collaboratively with WSAC to ensure compatibility with WSAC's existing database systems. ● School Distribution The daily data file includes routing information based on each student's school selections, enabling WSAC to transmit application data to the institutions selected by each student. ● Configurable Export Formats Support for multiple file formats (CSV, XML, JSON, or fixed-width as WSAC requires) with configurable field mappings and delimiters. ● Automated Scheduling

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

PERFORMANCE REQUIREMENTS AND FACTORS				
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				Data files are generated on a configurable daily schedule with automated delivery to WSAC-designated secure endpoints (SFTP, API, or other agreed-upon mechanism). ● Error Handling & Notifications Automated alerting if a daily file generation fails or produces anomalous results, ensuring WSAC is immediately aware of any data delivery issues. ● Historical File Access Previous daily files remain accessible for re-download through the administrative interface for a WSAC-defined retention period.
10.	Has the Bidder provided a process where completed applications can be updated or corrected by the end users themselves and by system administrators and other authorized users such as educational institutions?	50 points	☒ Yes ☐ No	**Written Response Required**. *Provide as much information as needed to address the Performance Requirement and Stated Business Need.* The WASFA platform provides comprehensive application editing and correction capabilities across all user roles. **Student/Parent** Edit any field on their own application; update profile information (name, email) Student accesses their application through wa.gov SSO → makes corrections → electronically re-signs → application receives a new unique transaction number → updated data included in next daily file **Financial Aid Administrator** Edit any field on applications routed to their institution; make corrections on behalf of students Administrator accesses application through institution-scoped wa.gov SSO → identifies correction needed → makes edit → resubmits → new transaction number generated → correction reflected in next daily file **WSAC Staff** Full administrative access to edit any application; update data element descriptions and instructions; manage application status Staff accesses admin interface via wa.gov SSO → selects application → makes correction or status change → resubmits if applicable → full audit trail maintained

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

PERFORMANCE REQUIREMENTS AND FACTORS				
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				Each edit or resubmission generates a new unique transaction number, creating a complete audit trail of all application changes. The original application data is preserved for reference alongside all subsequent modifications.
11.	Does the Bidder have experience collecting electronic signatures in compliance with current Washington State guidance as outlined under the Uniform Electronic Transactions Act (UETA, RCW 1.80)	50 points	☒ Yes ☐ No	**Written Response Required**. *Provide as much information as needed to address the Performance Requirement and Stated Business Need.* Concourse has experience deploying enterprise electronic signature solutions for state government agencies, including platforms supporting over 20,000 transactions for the State of Maryland. Our WASFA platform will implement electronic signatures that fully comply with Washington's Uniform Electronic Transactions Act (UETA, RCW 1.80), which provides that electronic signatures have the same legal effect as handwritten signatures when the parties consent to conduct transactions electronically. **Our electronic signature implementation for the WASFA includes:** ● Consent-Based Framework Students and parents explicitly consent to electronic signing as part of the application process, as required by UETA. Clear disclosure of what is being signed and the legal implications. ● Identity Verification Electronic signatures are bound to the authenticated wa.gov SSO identity of the signer, providing strong attribution and non-repudiation through the state's identity infrastructure. ● Intent to Sign Clear, affirmative action required (not just form submission) — signers must review a summary of their application and deliberately execute the electronic signature. ● Audit Trail Complete record of signing events including signer identity, timestamp, IP address, and the specific application version signed. This record is retained per Washington State records retention policies. ● Record Retention Signed applications are stored in a tamper-evident format that preserves the integrity of the signed record for the required retention period. ● Alternate Signing Accommodations For incarcerated students or others who cannot access the standard electronic signing process, the platform supports alternate signing workflows. These may include designated proxy signing with appropriate authorization documentation, paper-based signature collection with digital attachment to the electronic application, or coordination with institutional representatives who can facilitate the signing process. Concourse will work with WSAC to define the specific alternate signing procedures that meet the needs of these populations.

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

PERFORMANCE REQUIREMENTS AND FACTORS				
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12.	Does the Bidder have a mechanism for identifying duplicate applications and/or fraudulent applications?	50 points	☒ Yes ☐ No	**Written Response Required**. *Provide as much information as needed to address the Performance Requirement and Stated Business Need.* The WASFA platform includes a multi-layered fraud detection engine designed to identify and flag potentially fraudulent applications. Given the sensitive nature of financial aid data, preventing fraud is essential to maintaining program integrity and protecting both students and taxpayers. **Duplicate SSN Detection** Real-time validation at submission to identify multiple applications containing the same Social Security Number. The system alerts administrators and prevents duplicate submissions from progressing without review. **Fake ID Pattern Detection** Algorithmic checks for known patterns associated with fabricated identification numbers (e.g., SSNs that fail checksum validation, sequential or patterned numbers, numbers from known invalid ranges). **Cross-Application Analysis** Detection of suspicious patterns across applications — such as identical financial data submitted with different identities, multiple applications from the same IP address within short time windows, or inconsistent demographic data. **Administrative Flagging** WSAC staff can manually flag and mark any application as fraudulent through the administrative interface. Flagged applications are clearly identified in the system and excluded from standard processing workflows. **Velocity Controls** Rate limiting and behavioral analysis to detect automated submission attempts or bot-driven applications. **Audit & Reporting** Comprehensive reporting on fraud detection metrics — applications flagged, types of fraud detected, resolution outcomes — to support WSAC's ongoing program integrity efforts. The fraud detection engine is configurable by WSAC staff, allowing thresholds and rules to be adjusted as fraud patterns evolve without requiring code changes.

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

PERFORMANCE REQUIREMENTS AND FACTORS				
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13.	Does the Bidder have a disaster recovery plan in place and a methodology for testing?	50 points	☒ Yes ☐ No	**Written Response Required**. *Provide as much information as needed to address the Performance Requirement and Stated Business Need. Include a description of how Bidder will comply with this requirement*. Concourse maintains a comprehensive disaster recovery (DR) plan for all hosted services, designed to ensure continuity of the WASFA platform in the event of infrastructure failure, natural disaster, or other catastrophic events. **The DR plan encompasses:** ● Geographically Distributed Infrastructure Production and disaster recovery environments are hosted in geographically separate U.S.-based data centers. All student data is replicated to the DR site to enable rapid failover. ● Automated Data Replication Database replication ensures near real-time synchronization between primary and DR sites. Backup media is stored securely at the designated off-site facility per OCIO 141.10 Section 8.4. ● Regular Backup Schedule Full backups on a scheduled basis with incremental backups between full backup cycles. Backup integrity is verified through automated validation processes. Archival and rotation requirements are based on risk assessment per OCIO 141.10 Section 8.4(1). ● Defined Recovery Objectives Recovery procedures are documented with clearly defined recovery point and recovery time targets appropriate to the WASFA platform's importance level. These targets will be agreed upon with WSAC during the implementation phase. ● Failover Procedures Documented runbooks for failover to the DR site, including automated health checks, DNS redirection, and validation steps to confirm service restoration. ● Communication Plan Defined escalation procedures, designated response personnel, and communication protocols to ensure WSAC is informed throughout any disaster recovery event. **DR Testing Methodology** Concourse tests disaster recovery procedures at least annually, as required by OCIO 141.10 Section 11(3), with the following approach: **Tabletop Exercise**

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

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				Annually Walk-through of the full DR plan with all responsible personnel. Validates communication procedures, roles, and escalation paths. **Backup Restoration Test** Quarterly Full restoration of WASFA data from backup media to validate backup integrity and measure actual recovery times per OCIO 141.10 Section 8.4(2). **Failover Simulation** Annually Controlled failover to DR site to validate infrastructure readiness, data integrity, and service restoration procedures. Results documented and shared with WSAC. **Post-Incident Review** After each event Following any actual disaster or catastrophic failure, Concourse engages an independent third party for an information security audit per Contract Section 8.3.4. Lessons learned are incorporated into the DR plan. DR test results, including any identified gaps and planned remediation, are documented and made available to WSAC. The DR plan is treated as a living document, updated after each test and after any significant infrastructure or application changes.
14.	Bidder must ensure that all customer data must remain within the United States at all times and that all data security and protection measures must be in place based on WaTech Policies.	Pass/Fail	☒ Yes ☐ No	[redacted]
15.	Bidder must attend and participate in meetings as needed, conference calls, and communications in writing.	Pass/Fail	☒ Yes ☐ No	

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

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16.	Bidder, in performing these services, must demonstrate leadership competencies that align with Washington State's values. Bidder acknowledges and understands both the *Washington State Enterprise Diversity, Equity, and Inclusion Competencies* and *Washington State Enterprise Leadership Competencies*.	Pass/Fail	☒ Yes ☐ No	[redacted]	RFPCoordinator@wsac.wa.gov

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

WASHINGTON STUDENT ACHIEVEMENT COUNCIL
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EXHIBIT A – BIDDER'S CERTIFICATION

COMPETITIVE SOLICITATION:	No. 27RQ001 – Financial Aid Services – WASFA

Bidder, through the duly authorized undersigned, makes this certification as a required element of submitting a responsive bid. Bidder certifies, to the best of its knowledge and belief that the following Bidder information and Bidder certifications (collectively, "Bidder's Certification") are true, complete, correct, and made in good faith:

BIDDER INFORMATION

Bidders must provide Bidder information for Items A – I below.

ITEM A Bidder's Name:	Concourse Tech Inc. Type/print Bidder's full legal name. *Note*: ▪ If Bidder is a sole proprietor (*see Item C, below*), Bidder's legal name is the name of the individual person who is doing business as a sole proprietor – e.g., Lynn A. Smith, a sole proprietor. ▪ If Bidder is an Entity/Organization (*see Item C, below*), Bidder's name must match Bidder's Entity/Organization name as filed in the state where the entity is formed and with the Washington Secretary of State – e.g., Innovative Supply, LLC, a Washington limited liability company.
ITEM B Bidder's Address:	169 Madison Ave, Suite 15520, New York, NY 10016 Type/print the address for Bidder's principal office/place of business. *Note*: Bidder's principal office or principal place of business is the Bidder's headquarters where business decisions are made and the location for the Bidder's books and records as well as the Bidder's senior management personnel. ▪ If Bidder is a sole proprietor (*see Item C, below*), Bidder's address for its principal office/place of business typically will be the same address stated by Bidder on its U.S. Internal Revenue Service tax return. ▪ If Bidder is an Entity/Organization (*see Item C, below*), Bidder's address for its principal office/place of business must match Bidder's address for its principal office/place of business as filed in the state where the entity is formed and as filed with the Washington Secretary of State.

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

ITEM C Bidder's Business Entity / Organization Type: Check appropriate box	Corporation:	☐Domestic	☒Foreign
	Limited Liability Company (LLC):	☐Domestic	☐Foreign
	Limited Liability Partnership (LLP):	☐Domestic	☐Foreign
	Sole Proprietorship*:	☐	
	General Partnership:	☐	
	*If you are a Bidder who operates a business on your own, you automatically are a sole proprietor unless you have formed a separate business entity (e.g., corporation, LLC, LLP) and lawfully registered the same. A sole proprietorship is an unincorporated business owned and run by one individual or married couple alone with no distinction between the business and the owner. It is not a separate legal entity. It simply refers to a person who owns the business and is personally responsible for its debts and who pays personal income taxes on profits earned from the business. If Bidder is a corporation, LLC, or LLP, Bidder must check the applicable box for the entity – i.e., 'domestic' or 'foreign.' An entity is a domestic entity if it was organized under Washington law. If the entity was organized elsewhere, it is a foreign entity. The entity's organizational documents and filings with the Washington Secretary of State will state whether the entity is domestic or foreign.		

ITEM D State of Formation for Bidder's Business Entity:	Delaware Type/print the state where Bidder's entity (e.g., corporation, LLC, LLP) is formed. ▪ If Bidder is a sole proprietorship (*see Item C, above*), type/print 'N/A.' ▪ If Bidder is an entity (*see Item C, above*), type/print 'Washington' if the corporation, LC, or LLP is domestic or the name of the applicable state if foreign (i.e., a state other than Washington).

ITEM E Bidder Doing Business Under Another Name:	State whether Bidder has been doing business under another name during the five-year time period prior to the posting date of this Competitive Solicitation: Check applicable box. ☐ Bidder has NOT done business under another name ☒ Bidder HAS done business under another name* *If Bidder HAS done business under another name, provide the business name(s) and address(es): Business Name: Coquina Labs Inc. (DBA Coquina) Address: 169 Madison Ave, Suite 15520, New York, NY 10016

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

ITEM F Bidder's UBI Number:	Does Bidder have a Registration Number/Unified Business Identifier ("UBI") Number issued by the State of Washington*? *UBI Numbers are issued by either the Washington Secretary of State (for out of state businesses) or the Washington State Department of Revenue (for Washington businesses) Check applicable box. Yes ☒ No ☐ *If yes*, provide Bidder's nine-digit UBI Number: 605 885 389 *If no*, state whether Bidder promptly will obtain a UBI Number if Bidder is designated as an Apparent Successful Bidder: Yes ☐ No ☐ *Note*: To be eligible for a Contract award, Bidders must have a UBI Number.
ITEM G Bidder's Taxpayer Identification Number:	92-0732705 Type/print Bidder's Taxpayer Identification Number* ("TIN"). *Bidder's TIN will be either a number issued by the U.S. Internal Revenue Service (e.g., Employer Identification Number, Federal Tax Identification Number) or a number issued by the U.S. Social Security Administration (i.e., Bidder's Social Security Number ("SSN")). If Bidder's TIN is a SSN, do NOT provide the SSN; simply state 'TIN is Bidder's SSN.'
ITEM H WEBS Registration:	Is Bidder registered in Washington's Electronic Business Solution (WEBS)? Check applicable box. Yes ☒ No ☐ *If yes*, Bidder must ensure that Bidder's WEBS information is correct prior to submitting a Bid. *If no*, state whether Bidder will register in WEBS if designated as an Apparent Successful Bidder: Yes ☐ No ☐ *Note*: To be eligible for a Contract award, Bidders must register in WEBS prior to Contract Award.
ITEM I Bidder Contact for Bid Clarification:	For purposes of bid clarification, if applicable, Bidder designates the following as Bidder's authorized representative: Type/print contact information for Bidder's authorized representative. Name: Kelsey Shaner Email: sales@concoursetech.com Phone: 646-305-9964

Bidders must provide the information identified in the table below which will be used by WSAC if Bidder is awarded a Contract:

BIDDER'S	INFORMATION TO BE PROVIDED BY BIDDER
Designated Contract Administrator:	Name: Kelsey Shaner Email: sales@concoursetech.com Phone: 646-305-9964

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

BIDDER'S	INFORMATION TO BE PROVIDED BY BIDDER
Contact Information for WSAC to send VMF invoices:	Bidder name: Concourse Tech Inc. Attn: Kelsey Shaner Address: 169 Madison Ave, Suite 15520 City/State/Zip: New York, NY 10016 Email: sales@concoursetech.com
Contact Information for legal notices:	Bidder name: Concourse Tech Inc. Attn: Kelsey Shaner Address: 169 Madison Ave, Suite 15520 City/State/Zip: New York, NY 10016 Email: sales@concoursetech.com
Contract Signature Authority:	If Bidder is awarded a Contract, the following individual will sign the Contract on behalf of Bidder: Name: Kelsey Shaner Title: Operations Manager

BIDDER CERTIFICATIONS

1. **UNDERSTANDING**. Bidder certifies that Bidder has read, thoroughly examined, and fully understands all of the provisions in the above-referenced Competitive Solicitation (including all exhibits) and the terms and conditions of the Contract and any amendments or clarifications to the above-referenced Competitive Solicitation and agrees to abide by the same. Bidder further certifies that, in the event that Bidder has any questions or concerns regarding the Competitive Solicitation (including all exhibits and any referenced materials), Bidder timely shall raise such questions and/or concerns during the Question & Answer Period specified in the Competitive Solicitation.

2. **ACCURACY**. Bidder certifies that Bidder has carefully prepared and reviewed its bid and fully supports the accuracy of the same. Bidder further understands and acknowledges that WSAC shall not be responsible for any errors or omission on the part of Bidder in preparing its bid. Bidder further certifies that the facts declared here are true and accurate. Bidder further understands and acknowledges that the continuing compliance with these statements and all requirements of the above-referenced Competitive Solicitation are conditions precedent to the award or continuation of the resulting Contract.

3. **NO COLLUSION, ANTI-COMPETITIVE PRACTICES, OR SHARING BID INFORMATION**. Bidder certifies that Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above-referenced Competitive Solicitation. Bidder further certifies that Bidder's bid prices have been arrived at independently, without engaging in collusion, bid rigging, or any other illegal activity, and without for the purpose of restricting competition any consultation, communication, or agreement with any other bidder or competitor relating to (a) those prices, (b) the intention to submit a bid, or (c) the methods or factors used to calculate the prices offered. Bidder further certifies that Bidder has not been and shall not knowingly disclose its bid prices, directly or indirectly, to any other bidder or competitor before award of a Contract, unless otherwise required by law. Bidder further certifies that Bidder has made no attempt and shall not make any attempt to induce any other person or firm

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

to submit or not to submit a bid for the purpose of restricting competition. Bidder, however, freely may join with other persons or organizations for the purpose of presenting a joint bid. Whether done directly or indirectly, communicating bid information with other bidders, collusion, or anti-competitive actions among bidders are prohibited. If there is evidence of such communication, collusion, or anti-competitive activities among bidders, WSAC reserves the right to disqualify such bidders.

4. **FIRM OFFER**. Bidder certifies that its bid pertaining to the above-referenced Competitive Solicitation is a firm offer which cannot be withdrawn for a time period of ninety (90) days from and after the bid due date specified in the above-referenced Competitive Solicitation. WSAC may accept such bid, with or without further negotiation, at any time within such period. In the event of a protest, Bidder's bid shall remain valid for such time period or until the protest and any related court action is resolved, whichever is later.

5. **CONFLICT OF INTEREST**. Bidder certifies that, in preparing its bid, Bidder has not been assisted by any current or former employee of the State of Washington whose duties relate (or did relate) to the above-referenced Competitive Solicitation or prospective Contract and who was assisting in other than the employee's official, public capacity. Bidder further certifies that no such current or former public employee nor any member of such person's immediate family have any financial interest in the outcome of Bidder's bid.

6. **NO REIMBURSEMENT**. Bidder certifies that Bidder understands that the State of Washington will not reimburse Bidder for any costs incurred in the preparation of Bidder's bid. All bids become the property of the State of Washington, and Bidder claims no proprietary right to the ideas, writings, items, or samples unless so stated in the bid.

7. **PERFORMANCE**. Bidder certifies that Bidder understands that its submittal of a bid and execution of this Bidder's Certification certifies Bidder's willingness to comply with the Contract, if awarded such. By submitting this bid, Bidder hereby offers to furnish the goods and/or services solicited pursuant to the above-referenced Competitive Solicitation in compliance with all terms, conditions, and performance requirements contained in the above-referenced Competitive Solicitation and the resulting Contract or, if applicable, as detailed on a Contract Issues List, if permitted, in the above-referenced Competitive Solicitation.

8. **INSURANCE**. WSAC requires all awarded Bidders to have certain required insurance coverages. Bidders who do not have insurance coverages as specified in the Contract included with the Competitive Solicitation shall not be awarded a Contract. Accordingly, Bidder certifies as follows (*must check one*):

   ☒ *BIDDER HAS THE REQUIRED INSURANCE*. Bidder has attached a current, valid Certificate of Insurance for each and all of the required insurance coverages as specified in the Contract included with the Competitive Solicitation (*Note*: *Bidder must attach the Insurance Certificate*).

   OR

   ☐ *BIDDER WILL OBTAIN THE REQUIRED INSURANCE*. Bidder does not have a current, valid Certificate of Insurance for each and all of the required insurance coverages as specified in the Contract included with the Competitive Solicitation but, if Bidder is designated as an Apparent Successful Bidder, Bidder shall provide such a Certificate of Insurance for each and all of the required insurance coverages as specified in the Contract included with the Competitive Solicitation, without exception of any kind,

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

to WSAC within five (5) business days of such designation or notification by WSAC. Bidder further certifies that Bidder understands that, if for any reason, Bidder does not timely provide such Certificate of Insurance to WSAC, Bidder shall be disqualified from Contract award.

Note: The Contract requires that any awarded Contractor, unless exempt, must have the specified Workers' Compensation Insurance and Employer's Liability Insurance. Pursuant to Washington law, certain entities are not required to have Workers' Compensation Insurance (e.g., entities with no employees). If, under Washington law, Bidder is not required to have Workers' Compensation Insurance, Bidder must check the box below and provide the lawful basis as to why Bidder is not required to have Workers' Compensation Insurance:

☐ *BIDDER IS NOT REQUIRED TO HAVE WORKERS' COMPENSATION INSURANCE*. Pursuant to Washington law, Bidder is not required to have Workers' Compensation Insurance because:

_____

Bidder must state a lawful basis as to why Bidder is NOT required to have Workers' Compensation Insurance.

9. **DEBARMENT**. Except as detailed in the attached explanation (*Bidder to provide and, in such case, check the box below*), Bidder certifies that neither Bidder nor its principals presently are nor ever have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with any federal, state, or local governmental entity within the United States.

☐ *BIDDER EXPLANATION*. Bidder has attached an explanation.
Check box if applicable.

10. **CRIMINAL OFFENSE**. Except as detailed in the attached explanation (*Bidder to provide and, in such case, check the box below*), Bidder certifies that Bidder has not, within the three (3) year period preceding the date of the above-referenced Competitive Solicitation, been convicted or had a civil judgment rendered against Bidder for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Bidder further certifies that Bidder is not presently indicted or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in this paragraph.

☐ *BIDDER EXPLANATION*. Bidder has attached an explanation.
Check box if applicable.

11. **CIVIL RIGHTS**. Bidder certifies that Bidder complies with all applicable legal requirements prohibiting discrimination against individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or their status as protected veterans or as individuals with disabilities.

12. **WASHINGTON STATE WAGE THEFT PREVENTION**. Except as detailed in the attached explanation (*Bidder to provide and, in such case, check the box below*), Bidder certifies that Bidder has NOT been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW 49.46, 49.48, or 49.52 within the three (3) year period preceding the date of the above-referenced Competitive Solicitation.

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

☐ *BIDDER EXPLANATION*. Bidder has attached an explanation.
Check box if applicable.

13. **WASHINGTON STATE STATUTORY NONDISCRIMINATION CLAUSES FOR STATE CONTRACTS**. Except as detailed in the attached explanation (*Bidder to provide and, in such case, check the box below*), Bidder certifies that, if, pursuant to the above-referenced Competitive Solicitation, Bidder is awarded a Contract, Bidder, including any subcontractor, during the term of such Contract, shall not discriminate on the bases enumerated in RCW 49.60.530(3). Bidder further certifies that Bidder, including any subcontractor, also shall give written notice of this nondiscrimination requirement to any labor organizations with which Bidder, or subcontractor, has a collective bargaining or other agreement. In addition, Bidder, including any subcontractor, shall cooperate with any Washington state agency investigation regarding any allegation that Bidder, including any subcontractor, engaged in prohibited discrimination set forth in RCW 49.60.530(3).

☐ *BIDDER EXPLANATION*. Bidder has attached an explanation.
Check box if applicable.

14. **WASHINGTON STATE WORKERS' RIGHTS**. Washington State's Office of the Governor requires WSAC to seek to contract with qualified entities and business owners who can demonstrate or will certify that their employees are not required to sign, as a condition of employment, mandatory individual arbitration clauses and class or collective action waivers. *See* EXECUTIVE ORDER 18-03 – *Supporting Workers' Rights To Effectively Address Workplace Violations*. Accordingly, except as detailed in the attached explanation (*Bidder to provide and, in such case, check the box below*), Bidder certifies that Bidder 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.

☐ *BIDDER EXPLANATION*. Bidder has attached an explanation.
Check box if applicable.

15. **WASHINGTON STATE PAY EQUALITY FOR 'SIMILARLY EMPLOYED' INDIVIDUALS**. The Washington State Legislature requires WSAC to contract with Bidders who satisfy a 'pay equality' contractual provision. *See* Laws of 2023, ch. 475, § 919. Accordingly, Bidder certifies that Bidder's 'similarly employed' individuals are compensated as equals. For purposes of this certification, employees are 'similarly employed' if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Bidder may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but is not limited to, education, training, or experience that is consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

16. **CONTRACT TERMINATION FOR DEFAULT OR CAUSE**. Except as detailed in the attached explanation (*Bidder to provide and, in such case, check the box below*), Bidder certifies that Bidder has not, within the three (3) year period preceding the date of the above-referenced Competitive Solicitation, had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

☐ *BIDDER EXPLANATION*. Bidder has attached an explanation.
Check box if applicable.

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

17. **TAXES**. Except as detailed in the attached explanation (*Bidder to provide and, in such case, check the box below*), Bidder certifies that, except as validly contested, Bidder is not delinquent and has paid or has arranged for payment of all taxes due to the State of Washington and has filed all required returns and reports as applicable.

    ☐ *BIDDER EXPLANATION*. Bidder has attached an explanation.
    Check box if applicable.

18. **FINANCIALLY SOLVENT**. Except as detailed in the attached explanation (*Bidder to provide and, in such case, check the box below*), Bidder certifies that Bidder is financially stable and solvent, has adequate cash reserves to meet all financial obligations, has not commenced bankruptcy proceedings voluntarily or otherwise, and is not subject to any judgments, liens, or encumbrances of any kind affecting title to any Goods and/or Services that are the subject of the above-referenced Competitive Solicitation.

    ☐ *BIDDER EXPLANATION*. Bidder has attached an explanation.
    Check box if applicable.

19. **LAWFUL REGISTRATION**. Bidder certifies as follows (*must check one*):

    ☒ *CURRENT LAWFUL REGISTRATION*. Bidder is registered and in good standing in the jurisdiction (state) where Bidder is organized, including having timely filed all required annual reports.

    OR

    ☐ *BIDDER IS A SOLE PROPRIETOR OR GENERAL PARTNERSHIP*. Bidder, as indicated below (*Bidder must check applicable box*) is a sole proprietor or general partnership and therefore not required to register in the state where Bidder's principal place of business is located:

    ☐ *SOLE PROPRIETOR*. Bidder is a sole proprietor.

    ☐ *GENERAL PARTNERSHIP*. Bidder is a general partnership.

20. **REGISTRATION WITH THE WASHINGTON SECRETARY OF STATE**. Except for sole proprietors and general partnerships which are exempt from registration, WSAC requires all awarded Bidders (including Washington firms and out of state firms) to be registered with the Washington Secretary of State. Bidders other than sole proprietors or general partnerships who are not registered with the Washington Secretary of State shall not be awarded a Contract. Accordingly, Bidder certifies as follows (*must check one*):

    ☒ *BIDDER IS REGISTERED WITH THE WASHINGTON SECRETARY OF STATE*. Bidder is registered with the Washington Secretary of State, is in good standing, and has the following Unified Business Identifier (UBI) number: 605 885 389
    Bidder must provide its nine-digit UBI number.

    OR

    ☐ *BIDDER WILL REGISTER WITH THE WASHINGTON SECRETARY OF STATE*. Bidder currently is not registered with the Washington Secretary of State but, if designated as an Apparent Successful Bidder, Bidder shall register with the Washington Secretary of State to obtain a UBI number and provide proof of such registration satisfactory to WSAC within five (5) business days of such designation or notification by WSAC. Bidder further certifies that Bidder understands that, if for any reason, Bidder is not timely registered with the Washington Secretary of State and has not timely provided a

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

valid UBI number for Bidder to WSAC, Bidder shall be disqualified from Contract award.

OR

☐ *BIDDER IS A SOLE PROPRIETOR OR GENERAL PARTNERSHIP*. Bidder, as indicated below (*Bidder must check applicable box*) is a sole proprietor or general partnership and therefore exempt from the requirement to register with the Washington State Secretary of State:

☐ *SOLE PROPRIETOR*. Bidder is a sole proprietor.

☐ *GENERAL PARTNERSHIP*. Bidder is a general partnership.

21. **REGISTRATION WITH THE WASHINGTON STATE DEPARTMENT OF REVENUE**. WSAC requires all awarded Bidders (including Washington firms and out of state firms) to be registered with the Washington State Department of Revenue. Bidders who are not registered with the Washington State Department of Revenue shall not be awarded a Contract. Accordingly, Bidder certifies as follows (*Bidder must check one*):

☒ *BIDDER IS REGISTERED WITH THE WASHINGTON STATE DEPARTMENT OF REVENUE*. Bidder is registered with the Washington State Department of Revenue, has a business license to do business in Washington, and has the following Unified Business Identifier (UBI) number: 605 885 389.
Bidder must provide its nine-digit UBI number.

OR

☐ *BIDDER WILL REGISTER WITH THE WASHINGTON STATE DEPARTMENT OF REVENUE*. Bidder currently is not registered with the Washington State Department of Revenue but, if designated as an Apparent Successful Bidder, Bidder shall register with the Washington State Department of Revenue for a business license and provide proof of such registration satisfactory to WSAC within five (5) business days of such designation or notification by WSAC. Bidder further certifies that Bidder understands that, if for any reason, Bidder is not timely registered with the Washington State Department of Revenue and has not timely provided a valid UBI number for Bidder to WSAC, Bidder shall be disqualified from Contract award.

22. **NO SUBCONTRACTORS**. Bidder certifies as follows (*Bidder must check one*):

☒ *NO SUBCONTRACTORS*. If, pursuant to the above-referenced Competitive Solicitation, Bidder is awarded a Contract, Bidder shall NOT utilize subcontractors to perform the Contract.

OR

☐ *SUBCONTRACTORS*. As detailed in the attached explanation (*Bidder to provide*), if, pursuant to the above-referenced Competitive Solicitation, Bidder is awarded a Contract, Bidder will utilize subcontractors to perform the Contract. In such event, Bidder further certifies that, as to the State of Washington and eligible Purchasers who utilize the Contract, Bidder shall be fully responsible for its subcontractors, including, without limitation, liability for any subcontractor's acts or omissions. *Note*: Bidder must provide the precise legal name (including state of organization), business address, and federal tax identification number (TIN) for each subcontractor and state which portions and amount of the Contract that Bidder, if awarded a

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

Contract, would subcontract to each identified subcontractor. *Note*: If a subcontractor's TIN is a SSN, do not provide the SSN; rather, state that the TIN is a SSN.

☐ *BIDDER EXPLANATION*. Bidder has attached an explanation.
Check box if applicable.

23. **WASHINGTON SMALL BUSINESS**. Bidder certifies as follows (*Bidder must check all applicable boxes*):

☐ *WASHINGTON SMALL BUSINESS*. Bidder is a Washington Small Business as defined in RCW 39.26.010(13) and (22)(a). To qualify as a Washington Small Business, Bidder must meet three (3) requirements:

☐ *Location*. Bidder's principal office/place of business must be located in and identified as being in the State of Washington. A principal office or principal place of business is a firm's headquarters where business decisions are made and the location for the firm's books and records as well as the firm's senior management personnel.

☐ *Size*. Bidder must be owned and operated independently from all other businesses and qualify as one of the following:

☐ Bidder Qualifies as a Small Business – i.e.,

☐ Bidder has fifty (50) or fewer employees; or

☐ Bidder has an annual gross revenue of less than $7,000,000 as reported on Bidder's federal income tax return or its return filed with the Washington State Department of Revenue over the previous three (3) consecutive years.

☐ Bidder Qualifies as a Minibusiness – i.e., Bidder has an annual gross revenue of less than $3,000,000, but $1,000,000 or more, as reported on Bidder's federal income tax return or its return filed with the Washington State Department of Revenue.

☐ Bidder Qualifies as a Microbusiness – i.e., Bidder has an annual gross revenue of less than $1,000,000 as reported on Bidder's federal income tax return or its return filed with the Washington State Department of Revenue.

☐ *WEBS Certification*. Bidder must have certified its Washington Small Business status in Washington's Electronic Business Solution (WEBS).

OR

☒ *NOT A WASHINGTON SMALL BUSINESS*. Bidder does not qualify as a Washington Small Business as set forth above.

24. **CERTIFIED VETERAN-OWNED BUSINESS**. Bidder certifies as follows (*Bidder must check one and, if stating that Bidder is a Certified Veteran-Owned Business, provide Bidder's WDVA certification number in the space provided below*):

☐ *CERTIFIED VETERAN-OWNED BUSINESS*. Bidder is a Certified Veteran-Owned Business under RCW 43.60A.190. To qualify as a Certified Veteran-Owned Business, Bidder must meet four (4) requirements:

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

- *51% Ownership*. Bidder must be at least fifty-one percent (51%) owned and controlled by:
  (a) A veteran as defined as every person who at the time he or she seeks certification has received a discharge with an honorable characterization or received a discharge for medical reasons with an honorable record, where applicable, and who has served in at least one of the capacities listed in RCW 41.04.007;
  (b) A person who is in receipt of disability compensation or pension from the department of veterans affairs; or
  (c) An active or reserve member in any branch of the armed forces of the United States, including the national guard, coast guard, and armed forces reserves.
- *Washington Incorporation/Location*. Bidder must be either an entity that is incorporated in the State of Washington as a Washington domestic corporation or, if not incorporated, an entity whose principal place of business is located within the State of Washington.
- *WEBS Certification*. Bidder must have certified its Veteran-Owned Business status in Washington's Electronic Business Solution (WEBS).
- *WDVA Certification*. Bidder must have provided certification documentation to the Washington Department of Veterans' Affairs (WDVA) and be certified by WDVA and listed as such on WDVA's website (WDVA – Veteran-Owned Businesses). Bidder's WDVA certification no.: _____

OR

☒ *NOT A CERTIFIED VETERAN-OWNED BUSINESS*. Bidder does not qualify as a Certified Veteran-Owned Business as set forth above.

25. **REFERENCES**. Bidder certifies that the references provided below (*Bidder must provide 4*) have worked with Bidder pertaining to contracts in which Bidder provided goods/services similar in scope to the goods/services described in the above-referenced Competitive Solicitation and that such references have full permission, without any additional requirement or release, to provide references and information to WSAC pertaining to Bidder. Bidder hereby authorizes WSAC (or its agent) to contact Bidder's references and others who may have pertinent information regarding Bidder's prior experience and ability to perform the Contract, if awarded. Bidder hereby authorizes such individuals and firms to provide such references and release to WSAC information pertaining to the same.

Reference 1: Provide information in the space provided	Business Name: Tarrant County, Texas Contact Name at Business: Kehinde Olugbile, Senior Buyer Phone: (817) 212-7249 Email: kolugbile@tarrantcountytx.gov
Reference 2: Provide information in the space provided	Business Name: San Antonio Water System Contact Name at Business: Josiah Sia, Purchasing Agent Phone: (210) 233-2941 Email: Josiah.Sia@saws.org

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

Reference 3: Provide information in the space provided	Business Name: City of Columbus Municipal Court Clerk Contact Name at Business: Colton Goodrich, IT Administrator Phone: (614) 645-8183 Email: goodrichc@fcmcclerk.com
Reference 4: Provide information in the space provided	Business Name: Northeast Independent School District Contact Name at Business: Samantha Schumacher, Administrator Phone: (210) 407-0001 Email: sschum@neisd.net

Note: It is Bidder's obligation to ensure that the contact information for Bidder's references is accurate and current. Bidders should alert their references to respond promptly to reference checks. Bidder's must provide a minimum of four (4) commercial or governmental references for which bidder has delivered goods and or services similar in scope as described in the Competitive Solicitation.

Bidder further certifies that Bidder shall provide immediate written notice to WSAC if, at any time prior to a Contract award pursuant to the above-referenced Competitive Solicitation or anytime during the Contract term, if awarded, Bidder learns that any Bidder certifications set forth herein were erroneous when submitted or have become erroneous by reason of changed circumstances.

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

BIDDER NAME: CONCOURSE TECH INC.
Print Name of Bidder
Note:
- If Bidder is a corporation, LLC, etc., print full legal entity name of the firm submitting the Bid.
- If Bidder is a sole proprietor, print the full legal name of the individual who is the Bidder submitting the Bid.

BY: _____ Kelsey Shaner
Signature of Bidder's authorized person — Print Name of person making certifications for Bidder

TITLE: Operations Manager — Title of person signing Bidder's Certification

PLACE: New York, NY — Print city and state where signed

DATE: March 27, 2026

Return this Bidder's Certification to Procurement Coordinator at:
RFPCoordinator@wsac.wa.gov

Docusign Envelope ID: 863186C7-2A0E-8A91-83E5-C55A60EE9A22

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EXHIBIT C – BID PRICE COST PROPOSAL

COMPETITIVE SOLICITATION NO. 27RQ001 – FINANCIAL AID SERVICES - WAFSA

Scoring and Points

The Bid Price Cost Proposal consists of two scored components: Estimated Contract Costs (350 points) and Non-Standard Project-Based Hourly Rates (50 points). The scoring for each component is described below.

Estimated Contract Costs (350 Points)

Allowable costs payable to the Bidder includes Product Start-Up Fees and the cumulative Annual Subscription Fees over the initial thirty-six (36) month contract term. Bidders are to complete the tables below, which will be used as the basis for computing cost scores.

Computation

Scores for this section will be computed as follows:

Step 1: Determine Bid Price:

Bid Price = Start-Up Fees +
Cumulative Annual Subscription Fees

Step 2: Determine Bidder's Score based on the Bidder's Bid Price relative to the lowest cost Bidder's Bid Price**. The lowest overall Bid Price receives the maximum allotted 350 points. All other Bidders receive a percentage of the points available based on their relationship to the lowest, using the following formula:**

(Lowest Bid Price/Bidder's Bid Price) x 350 Max Points = Bidder's Estimated Contract Costs Score

Failure to complete tables as instructed may be deemed nonresponsive and will not continue further in the process.

Required Information (do not add or alter table rows)

Project Start-Up. (Must Include)

Proposed Work Phase - Schedule	Amount Due on Completion
Total One-Time Startup Costs (due upon final configuration and delivery of functioning platform)	$ Included

Annual Subscription Rate (Must Include)

Fee Description	Fee Amount
Year 1 Annual Subscription (on-going license/service fees)	$90,000

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Year 2 Annual Subscription (on-going license/service fees)	$90,000
Year 3 Annual Subscription (on-going license/service fees)	$90,000

Non-Standard Project-Based Hourly Rates (50 points)

In general, all costs associated with the on-going maintenance and customization of the platform are to be included as part of the startup and annual subscription fees. However, the Agency recognizes that certain non-standard customizations may be required from time-to-time. Any such customizations are expected to be minimal and any associated additional costs are to be agreed upon in advance by the Agency and the Contractor. Bidders are to list a single hourly rate below that will be applicable to any non-standard project-based work.

Computation

Scores for this section will be computed as follows:

Step 1: Determine Bid Price:

Hourly Rate = Non-Standard Project-Based Hourly Rates

Step 2: Determine Bidder's Score based on the Bidder's Bid Price relative to the lowest cost Bidder's Bid Price**. The lowest overall Hourly Rate receives the maximum allotted 50 points. All other Bidders receive a percentage of the points available based on their relationship to the lowest, using the following formula:**

(Lowest Hourly Rate/Bidder's Hourly Rate Price) x 50 Max Points = Bidder's Non-Standard Project-Based Hourly Rate Score

Failure to complete tables as instructed may be deemed nonresponsive and will not continue further in the process.

Required Information (do not add or alter table rows)

Flat Hourly Rate (Must Include – 50 points)

Fee Description	Hourly Rate
Flat Hourly rate for non-standard projects/customizations	$135

Certificate Of Completion

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Status: Completed
Subject: Complete with Docusign: 27PR022 WSAC - Concourse Contract WASFA.
Source Envelope:
Document Pages: 145
Signatures: 3
Envelope Originator:
Certificate Pages: 5
Initials: 0
Mark Vessey
AutoNav: Enabled
markv@wsac.wa.gov
EnvelopeId Stamping: Enabled
IP Address: 198.239.50.15
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

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Status: Original
6/30/2026 8:48:18 AM
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Signer Events	Signature	Timestamp
Mike Mumma mike@concoursetech.com General Manager Security Level: Email, Account Authentication (None)	Signed by: Mike Mumma D06CBE9FA9F647A... Signature Adoption: Pre-selected Style Using IP Address: 2603:7000:4c3b:4f2e:d13b:7113:708d:a926	Sent: 6/30/2026 8:51:05 AM Viewed: 6/30/2026 10:25:08 AM Signed: 6/30/2026 10:27:11 AM
Electronic Record and Signature Disclosure: Accepted: 6/30/2026 10:25:08 AM ID: 1966e1b0-829c-4e83-abe2-7146587bb45f		
Shannon Venezia, PhD shannonv@wsac.wa.gov Director SFA Security Level: Email, Account Authentication (None)	Signed by: Shannon Venezia, PhD 7D0B17B7E367412... Signature Adoption: Pre-selected Style Using IP Address: 73.42.143.145	Sent: 6/30/2026 10:27:16 AM Viewed: 6/30/2026 11:05:07 AM Signed: 6/30/2026 11:05:15 AM
Electronic Record and Signature Disclosure: Accepted: 6/30/2026 11:05:07 AM ID: d9c98360-2073-45d2-8ac3-d3546a3caa6b		
Luke Minor lucasm@wsac.wa.gov Sr. Dir. for Postsecondary Affordability Security Level: Email, Account Authentication (None)	Signed by: Luke Minor B19B7B0D4B114C9... Signature Adoption: Pre-selected Style Using IP Address: 198.239.20.120	Sent: 6/30/2026 11:05:20 AM Viewed: 6/30/2026 11:33:52 AM Signed: 6/30/2026 11:34:07 AM
Electronic Record and Signature Disclosure: Accepted: 6/30/2026 11:33:52 AM ID: 21eab673-c966-4d07-8e9c-dee469f2286d		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/30/2026 8:51:05 AM
Certified Delivered	Security Checked	6/30/2026 11:33:52 AM
Signing Complete	Security Checked	6/30/2026 11:34:07 AM
Completed	Security Checked	6/30/2026 11:34:07 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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