



CONTRACT

No. 25PR353

COMPETITIVE SOLICITATION No. 25RQ272

FOR

WA529 MARKETING YOUTH SPORTS SPONSORSHIP ADMINISTRATION

By and Between

**STATE OF WASHINGTON
STUDENT ACHIEVEMENT COUNCIL**

and

TEAMSnap, INC.

Dated August 12, 2024

CONTRACT

No. 25PR353

COMPETITIVE SOLICITATION No. 25RQ272

WA529 MARKETING YOUTH SPORTS SPONSORSHIP ADMINISTRATION

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 TeamSnap, Inc., a Delaware corporation ("Contractor") and is dated and effective as of August 12, 2024, or date of execution, whichever is later.

RECITALS

- A. Pursuant to Legislative direction codified in RCW 39.26, WSAC is authorized to competitively solicit and award contracts for goods and/or services for use by WSAC.
- B. WSAC issued Solicitation #25RQ272 dated May 30, 2024, for the purpose of obtaining a contractor to provide Washington College Savings Plans (WA529) a turn-key package for youth sports sponsorships in the state of Washington 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.

AGREEMENT

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

- 1. TERM.** The term of this Contract is twelve (12) months, commencing August 12, 2024, and ending June 30, 2025; the term of the Contract may be extended for up to three (3) additional one-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.

CONTRACT No. 25PR353 – WA529 MARKETING YOUTH SPORTS SPONSORSHIP ADMINISTRATION

- 2.3. ECONOMIC ADJUSTMENT. Beginning twelve (12) months after the effective date of this Contract, for an extension, 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 not to exceed amount may be negotiated at that time, however, the rate may not increase more than ten percent (10%) 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

Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

- 3.8. PUBLIC CONTRACTS AND PROCUREMENT FRAUD. Contractor represents and warrants that, within the three (3) year period prior to this Contract, neither Contractor nor its principals or affiliates: (a) have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract under a public contract; (b) have been in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offense enumerated in subsection (b) of this provision; or (d) had one or more public contracts (federal, state or local) terminated for cause or default.
- 3.9. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that Contractor complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to State employees.
- 3.10. WASHINGTON'S STATEWIDE PAYEE DESK. Contractor represents and warrants that Contractor is registered with Washington's Statewide Payee Desk, which registration is a condition to payment.
- 3.11. ADVERTISING AND ENDORSEMENT. Contractor understands and acknowledges that neither WSAC nor the State of Washington are endorsing Contractor's services or suggesting that such services are the best or only solution to their needs. Accordingly, Contractor further represents and warrants that Contractor shall make no reference to WSAC or the State of Washington in any promotional material without the prior written consent of WSAC.
- 3.12. CONTINGENT FEES. Contractor represents and warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents as defined in the Federal Acquisition Regulations.
- 3.13. FINANCIALLY SOLVENT. Contractor represents and warrants that Contractor has not commenced bankruptcy proceedings and that there are no judgment, liens, or encumbrances of any kind affecting title to any Services that are the subject of this Contract.
- 3.14. OPERATIONAL CAPABILITY. Contractor represents and warrants, 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.
- 3.16. WASHINGTON STATE LEADERSHIP COMPETENCIES – DIVERSITY, EQUITY, & INCLUSION. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor will follow the Washington State Enterprise Leadership Competencies, and if utilizing subcontractors, will ensure that such subcontractors also follow the Washington State Enterprise Leadership Competencies.

- 3.17. ACCESS EQUITY – CONTRACT 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.

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. 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 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.

5. DELIVERY & INSTALLATION.

- 5.1. 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.
- 5.2. 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.

6. PERFORMANCE OF SERVICES.

- 6.1. 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.

- 6.2. **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.

7. INVOICING & PAYMENT.

- 7.1 **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. 25PR353;
 - (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.

- 7.2. **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.
- 7.3. **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.
- 7.4. **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.
- 7.5. **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.
- 7.6. **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.

8. CONTRACT MANAGEMENT.

- 8.1. **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	TeamSnap, Inc.
Attn: Rodger O'Connor WSAC 917 Lakeridge Way SW Olympia, WA 98502 Tel: (360) 485-1190 Email: rodgero@wsac.wa.gov	Attn: Lindsey Traylor TeamSnap, Inc. 2045 West Grand Ave., Ste B PMB 23554 Chicago, IL 60612 Email: lindsey.traylor@teamsnap.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.

- 8.2. 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
- 8.3. 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	TeamSnap, Inc.
Attn: Brian Richardson WSAC 917 Lakeridge Way SW Olympia, WA 98502 Email: briandr@wsac.wa.gov	Attn: Lindsay Hudson, General Counsel TeamSnap, Inc. 2045 West Grand Ave., Ste B PMB 23554 Chicago, IL 60612 Email: lindsay.hudson@teamsnap.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. RECORDS RETENTION & AUDITS.

- 9.1. 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.
- 9.2. 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.

10. INSURANCE.

- 10.1. 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.
- 10.2. 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.

11. CLAIMS.

- 11.1. 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.
- 11.2. 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 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.
- 11.3. 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.

12. DISPUTE RESOLUTION.

- 12.1 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.

13. SUSPENSION; EXPIRATION; TERMINATION; REMEDIES

- 13.1. **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.
- 13.2. **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.
- 13.3. **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 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.
- 13.4. **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.

- 13.5. **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.
- 13.6. **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.
- 13.7. **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.
- 13.8. **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.
- 13.9. **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 Services warranty provided in this Contract; or (c) damages subject to the Intellectual Property Indemnity section of this Contract. Any limitation of either party's obligations under this Contract, by delivery slips or other documentation is void.
- 13.10. **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.

14. PUBLIC INFORMATION & PUBLIC RECORDS DISCLOSURE REQUESTS.

- 14.1. 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.
- 14.2. 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".
- 14.3. 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.

15. 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. Special terms and conditions as contained in this basic contract instrument
3. Exhibits A – Performance
4. Exhibit B – Pricing
5. Exhibit C – Insurance
6. Attachment A – Request for Proposals No. (RFP#25RQ272)
7. Attachment B – Contractor's Proposal dated (6/24/2024)

8. Attachment C – Contractor’s Marketing Agreement – 2024 Campaign.
9. Any other provision, term or material incorporated herein by reference or otherwise incorporated

16. GENERAL PROVISIONS.

- 16.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Contract.
- 16.2. 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.
- 16.3. 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.
- 16.4. 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.

- 16.5. 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.
- 16.6. 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.
- 16.7. 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.
- 16.8. 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.
- 16.9. 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.
- 16.10. 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.
- 16.11. 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.
- 16.12. 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 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.

- 16.13 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.
- 16.14 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.
- 16.15 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.
- 16.16 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.
- 16.17 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.
- 16.18 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.
- 16.19 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.
- 16.20 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.
- 16.21 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.

- 16.22 EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Contract in their entirety.
- 16.23 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.
- 16.24 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.
- 16.25 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.

WASHINGTON STUDENT ACHIEVEMENT COUNCIL	TeamSnap, Inc.
Signature  Signed by: <small>B19B7B0D4B114C9...</small>	Signature  Signed by: <small>D8CE452468C9491...</small>
Name Lucas Minor Title Director of College Savings Plans Date 8/14/2024 Email lucasm@wsac.wa.gov	Name Nicole McCormack Title SVP/GM Brand Solutions Date 8/14/2024 Email Nicole.mccormack@teamsnap.com

EXHIBIT A

**INCLUDED SERVICES
PERFORMANCE REQUIREMENTS**

Scope of Work:

The Bidder selected will conduct the body of work required under WA529 leadership and direction. This contract will include contact, vetting, and implementation of assets for youth sports league sponsorships in the state of Washington. Knowledge, skills, body of work and services provided by the Bidder would include, but not be limited to:

- a) **Vetting Organizations.** Bidder will find, vet, and communicate with youth sports organizations to facilitate sponsorships for WA529. Sponsorships will take place at leagues that are able to deliver exclusivity for WSAC within the 529 College Savings Plans business category.
- b) **Locations.** WSAC wishes to sponsor leagues within the following Washington state target counties: King, Pierce, Snohomish, Clark, Yakima, and Spokane counties. Additional counties may be included with WSAC's approval.
- c) **Generating & delivering assets.** Once selection of leagues is approved by WSAC, Bidder will arrange with the Organizations to generate and implement the sponsorship assets described below.
- d) **Assets.** Bidder expectations must include:
 - place WA529 as sponsor in a minimum of two (2) youth sports leagues in each county targeted;
 - facilitate and print WA529's logo on jerseys worn by athletes;
 - print and place WA529's banners at every game venue in sponsored leagues;
 - deliver a minimum of two (2) emails per league (24 total emails sent) during the campaign on behalf of WA529 to participating parents of athletes in sponsored leagues;
 - facilitate and post messages on behalf of WA529 on sponsored league social media pages;
 - require each sponsored league to display the WA529 web banner on the league website recognizing WA529 as sponsor of the league;
 - administer pre- and post-season surveys to the families of participating athletes in each sponsored league, and share results with WA529;
 - deliver exposure of a minimum of two million (2,000,000) impressions over the duration of the campaign via a digital mobile application used by participating athletes and their families.
 - Report campaign results to WA529 via either regular monthly reports or an online campaign dashboard.

There is no travel requirement or expectation for this solicitation. All work is done remotely.

Performance Requirements and Factors			
REQ ID	Performance Requirement and Stated Business Need	Bidder's Compliance	Written Response
1.	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 .	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
2.	WSAC supports a diverse, equitable, inclusive, and respectful work environment. Bidder acknowledges and understands the Washington State Model Policies and Considerations for a Diverse, Equitable, Inclusive and Respectful Work Environment .	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
3.	Bidder must work within the United States, and be available for meetings between 7:00AM-5:00PM, (Pacific Time) Monday – Friday. All work may be done remotely.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
4.	Assets. Bidder must: <ul style="list-style-type: none"> ○ place WSAC as sponsor in a minimum of two (2) youth sports leagues in each county targeted; ○ facilitate and print WSAC's logo on jerseys worn by athletes; ○ print and place WSAC's banners at every game venue in sponsored leagues; ○ deliver a minimum of two (2) emails per league (24 total emails) during the campaign on behalf of WSAC to participating parents of athletes in sponsored leagues; ○ facilitate and post messages on behalf of WSAC on sponsored league social media pages; ○ require each sponsored league to display the WSAC's web banner on the league website recognizing WSAC as sponsor of the league; 	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Performance Requirements and Factors			
REQ ID	Performance Requirement and Stated Business Need	Bidder's Compliance	Written Response
	<ul style="list-style-type: none"> ○ administer pre- and post-season surveys to the families of participating athletes in each sponsored league, and share results with WSAC; ○ deliver exposure of a minimum of two million (2,000,000) impressions over the duration of the campaign via a digital mobile application used by participating athletes and their families. ○ Report campaign results to WSAC via either regular monthly reports or an online campaign dashboard. 		
5.	Project Approach/Methodology Describe your understanding of the project and your approach to successfully completing objectives, scope of work, and the following: <ul style="list-style-type: none"> • How do you establish relationships with youth sports leagues, and how do you manage them? • What is your process for managing sponsorship agreements with youth sports leagues? • Describe how much of the revenue collected for youth sports sponsorships goes back to the leagues. 	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	TeamSnap has a network of over 19,000 youth sports organizations across the country. Furthermore, TeamSnap has a league operations team who directly communicates with the leagues and helps assist in managing the partnership with the league. Our operations team is in direct contact with the league throughout the season. Leagues submit proof of performance images and screenshots to our TeamSnap platform "fieldhouse" that our team and WA529 can access throughout the campaign. Up to 50% of sponsorship dollars goes directly to youth sports organizations in order to fulfill our mission of making youth sports more accessible.
6.	Work Plan Provide a work plan that includes all project requirements and the proposed tasks, services, activities, etc., necessary to accomplish the project's scope.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Our platform Fieldhouse and The digital dashboard provides a breakdown of leagues fulfillment along with a live look at active digital impressions. WA529 will need to provide all creative assets for field signage, email language, digital media assets and will need to provide approval on survey edits and approval on leagues that will be apart of the campaign.
7.	Assumptions and Risks Identify potential programmatic and financial risks that are considered significant to the project and describe how you will effectively monitor and	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Potential risk could include a league not complying with the partnership parameters correctly. TeamSnap will ensure that WA529 is given additional value if any league were to not fulfill their agreement.

Performance Requirements and Factors			
REQ ID	Performance Requirement and Stated Business Need	Bidder's Compliance	Written Response
	manage these risks, including reporting risks to the WSAC's project manager.		
8.	Project Team Structure/Internal Controls Describe the project team structure and internal controls to be used in this project. Include who within the firm will have prime responsibility and final authority for the work.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Our league operations team helps secure the best leagues for the campaign. The Client Success Manager and Account Manager will communicate with the leagues and WA529. The Client Success Manager will be the direct contact for WA529 and will provide guidance and feedback on marketing and creative needs for the campaign. Along with providing feedback and images from the leagues as well.
8.	Staff Qualifications/Experience Identify staff who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	A league operations team will be assigned to the contract along with a Client Success Manager and Account Manager. The League Operations team will spend around 60 hours on this campaign securing and communicating with leagues. The Account Manager and Client Success Manager will be present for the entire campaign beginning to end.
9.	Bidder Project Experience Describe your organization's experience level with the following and provide examples of or links to prior work where appropriate: <ol style="list-style-type: none"> Establishing close working relationships with admins of youth sports leagues and leveraging those relationships to negotiate benefits for prospective sponsors Administering sponsorship agreements for multiple entities Creating and distributing advertising assets including logos, banners, jerseys and digital banners Tracking and reporting campaign results for clients 	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	We have a decade of experience in all of these areas working actively with over 200 regional/national brands and over 19,000 youth sports organizations. Dashboard example that provides campaign results for WA529 WA529 Winter 23-24¹ - WA529 - TeamSnap Fieldhouse (leagueside.com) TeamSnap offerings and Case Studies https://www.teamsnap.com/brands/case-studies
10.	Building Partnerships Describe how you engage all audience types and build partnerships.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	TeamSnap reaches the Chief Household Officer of each home daily. TeamSnap's platform embeds brands into the fabric of local communities in a standardized, scalable way. Specifically for WA529, they will be engaging with families in the youth sports audiences who are the decision makers of the household. Through assets like jerseys, game signage and league

Performance Requirements and Factors			
REQ ID	Performance Requirement and Stated Business Need	Bidder's Compliance	Written Response
			emails WA529 will have the ability to build strong ties in the community while also educating families on the GET program and WA529 offerings.

EXHIBIT B

PRICES FOR
PERFORMANCE REQUIREMENTS

All project costs must be necessary and reasonable and in accordance with the youth sports sponsorship program. Disallowed costs are those charges to the Contractor that WSAC or its representative determines not to be allowed in accordance with the conditions contained in this Agreement.

Wherever possible, the Contractor must make efforts to streamline the programmatic and administrative activities and services listed in this section by minimizing duplication and effectively using information technology to improve services and leveraging resources across programs.

The maximum total bid cost for the services indicated is seventy-five thousand dollars (\$75,000) annually (if renewed). WSAC does not represent or guarantee any minimum purchase from the Contract.

The following limitations apply to funds awarded:

- Disallowed Costs: Any cost or costs that are not specifically identified in this document. WSAC may elect to not pay a portion or portions of an invoice if a disallowed cost is submitted. A disallowed cost can also be a cost that does not have the proper backup documentation, and any cost that has a backup documentation requirement will not be paid until that documentation is produced.
- Allowable Costs:
 - Administrative fees:
 - Salaries, advertising costs, sponsorships, design, print, etc.
 - Marketing and Outreach

Budget Table

Allowable Cost Category Description	Allowable Cost Sub-Category Description	Cost Category Total
Administration fees (salaries, design, printing, hard costs, etc.)	15,000	\$15,000.00
Marketing & Outreach (placed advertising costs, league sponsorship fees, etc.)	60,000	\$60,000.00
	TOTAL:	\$75,000.00

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 \$1,000,000 per occurrence and \$2,000,000 general aggregate. This coverage shall include Contractual Liability insurance for the indemnity provided under this Contract.
 - b. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.
 - c. **EMPLOYER'S LIABILITY (STOP GAP) INSURANCE.** Employer's liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.
 - d. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.** 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. **CRIME INSURANCE/EMPLOYEE DISHONESTY.** Employee dishonesty and (when applicable) inside/outside money and securities, including computer fraud coverages for State of Washington and/or Purchaser-owned property in the care, custody, and control of Contractor. Coverage limits shall not be less than \$3,000,000 per occurrence and \$10,000,000 general aggregate.

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 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:	rodger0@wsac.wa.gov <i>Note: The Email Subject line must state:</i> Contract Insurance Certificate – Contract No. 25PR353 – WA529 MARKETING YOUTH SPORTS SPONSORSHIP ADMINISTRATION
--------	---

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.



AGENCY CONTRACT COMPETITIVE SOLICITATION – No. 25RQ272
WA529 MARKETING YOUTH SPORTS SPONSORSHIP ADMINISTRATION

INTRODUCTION

The Washington Student Achievement Council (WSAC) is issuing this Competitive Solicitation pursuant to RCW 39.26. Pursuant to this Competitive Solicitation, WSAC intends to conduct a competitive procurement to award an Agency Contract to provide Washington College Savings Plans (WA529) a turn-key package for youth sports sponsorships in the state of Washington.

WSAC is initiating this Request for Proposals (RFP) to solicit proposals from firms interested in serving as the single point of contact for youth sports sponsorships throughout the state of Washington. Bidders should have pre-established relationships with youth sports league administrators in Washington in order to find and communicate with leagues to ensure successful sponsorships. Sponsorships will take place only with leagues that are able to deliver exclusivity for WSAC within the 529 College Savings Plans business category. The Bidder selected will be responsible for installation and delivery of creative assets provided by WSAC, as well as measurement and reporting of campaign success. Bidders should have experience with managing sponsorship agreements for youth sports leagues as well as the collection of revenue and accounting of funds.

SCOPE OF WORK

The Bidder selected will conduct the body of work required under WA529 leadership and direction. This contract will include contact, vetting, and implementation of assets for youth sports league sponsorships in the state of Washington. Knowledge, skills, body of work and services provided by the Bidder would include, but not be limited to:

- a) **Vetting Organizations.** Bidder will find, vet, and communicate with youth sports organizations to facilitate sponsorships for WA529. Sponsorships will take place at leagues that are able to deliver exclusivity for WSAC within the 529 College Savings Plans business category.
- b) **Locations.** WSAC wishes to sponsor leagues within the following Washington state target counties: King, Pierce, Snohomish, Clark, Yakima, and Spokane counties. Additional counties may be included with WSAC's approval.
- c) **Generating & delivering assets.** Once selection of leagues is approved by WSAC, Bidder will arrange with the Organizations to generate and implement the sponsorship assets described below.
- d) **Assets.** Bidder expectations must include:
 - place WA529 as sponsor in a minimum of two (2) youth sports leagues in each county targeted;
 - facilitate and print WA529's logo on jerseys worn by athletes;
 - print and place WA529's banners at every game venue in sponsored leagues;
 - deliver a minimum of two (2) emails per league (24 total emails sent) during the campaign on behalf of WA529 to participating parents of athletes in sponsored leagues;

- facilitate and post messages on behalf of WA529 on sponsored league social media pages;
- require each sponsored league to display the WA529 web banner on the league website recognizing WA529 as sponsor of the league;
- administer pre- and post-season surveys to the families of participating athletes in each sponsored league, and share results with WA529;
- deliver exposure of a minimum of two million (2,000,000) impressions over the duration of the campaign via a digital mobile application used by participating athletes and their families.
- Report campaign results to WA529 via either regular monthly reports or an online campaign dashboard.

There is no travel requirement or expectation for this solicitation. All work is done remotely.

This Competitive Solicitation is divided into six (6) sections:

- [Section 1](#) provides a summary table of relevant deadlines for responding to the Competitive Solicitation and identifies contact information for WSAC's Procurement Coordinator.
- [Section 2](#) provides important information about the procurement that is designed to help interested Bidders evaluate the potential opportunity, including the purpose of the procurement, the form of the resulting Contract, and potential contract sales.
- [Section 3](#) identifies how WSAC will evaluate the bids.
- [Section 4](#) identifies how to prepare and submit a bid for this Competitive Solicitation, including detailed instructions regarding what to submit and how to submit your bid.
- [Section 5](#) details the applicable requirements to file a complaint, request a debrief conference, or file a protest regarding this Competitive Solicitation.
- [Section 6](#) provides information pertaining to doing business with the State of Washington, including WSAC's efforts to enable Washington's small and diverse businesses to compete for and participate in state procurements for goods/services.

In addition, this Competitive Solicitation includes the following Exhibits:

- **Exhibit A – Required Bidder Information:** These exhibits identify information that Bidders must provide to WSAC to constitute a responsive bid. See Section 4, below.
 - Exhibit A-1 – Bidder's Certification
 - Exhibit A-2 – Bidder's Profile
- **Exhibit B – Performance Requirements:** This exhibit outlines the required specifications/qualifications for the services that are the subject of this Competitive Solicitation. Must be submitted as a stand-alone file, Word or PDF.
- **Exhibit C – Bid Price:** This exhibit provides the pricing information that Bidders will complete as part of their bid and the price evaluation tool that WSAC will use to evaluate and compare bids.
- **Exhibit D – Contract:** This exhibit is a draft of the Contract that any successful Bidder will execute with WSAC.

- **Exhibit E1 – Contract Issues List:** This exhibit outlines the Bidder’s issues, if any, and proposed resolution for Bidders who have business concerns with the form of the Contract. Note, however, that WSAC reserves the right not to modify the Contract and to award the Contract on the basis of a Bidder’s willingness to agree to the Contract. In no event is a Bidder to submit its own standard terms and conditions in response to this solicitation.

SECTION 1 – DEADLINES, QUESTIONS, PROCUREMENT COORDINATOR, AND MODIFICATION

This section identifies important deadlines for this Competitive Solicitation, where to direct questions regarding the Competitive Solicitation, and the process for potential amendments or modifications to the Competitive Solicitation.

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

COMPETITIVE SOLICITATION DEADLINES	
ITEM	DATE
Competitive Solicitation Posting Date:	May 30, 2024
Pre-Bid Conference:	June 13, 2024, at 1:00pm (Pacific Time) <i>Attend via Teams Video Conference</i> Microsoft Teams Join the meeting now Meeting ID: 213 361 315 772 Passcode: 6sZ3vR Dial in by phone +1 564-999-2000,,351148751# United States, Olympia (833) 322-1218,,351148751# United States (Toll-free) Phone conference ID: 351 148 751#
Question & Answer Period:	May 30, 2024 – July 5, 2024
Deadline for submitting Bids:	July 15, 2024
Anticipated Interview Date(s)	July 25, 2024
Anticipated Announcement of Apparent Successful Bidder:	July 31, 2024
Anticipated Award of Contract:	August 14, 2024

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

Procurement Coordinator	
Name:	Mark Vessey
Telephone:	360-485-1079
Email:	RFPCoordinator@wsac.wa.gov

Questions raised at the pre-bid conference and during the Q&A period will be answered and responses posted to Washington's Electronic Business Solution (WEBS).

- 1.3. **COMPLAINTS, DEBRIEFS, & PROTESTS.** The Competitive Solicitation (and award of any Contract) is subject to complaints, debriefs, and protests as explained in Section 5, which may impact the dates set forth above.
- 1.4. **COMPETITIVE SOLICITATION – AMENDMENT & MODIFICATION.** WSAC reserves the right to amend and modify this Competitive Solicitation. **Only Bidders who have properly registered and downloaded the original Competitive Solicitation directly via the Washington Electronic Business Solution WEBS will receive notifications of amendments and other correspondence pertinent to this Competitive Solicitation.** Visit [WEBS](#) to register.

SECTION 2 – INFORMATION ABOUT THE PROCUREMENT

This section describes the purpose of the Competitive Solicitation and provides information about this procurement, including the potential scope of the opportunity.

- 2.1. **PURPOSE OF THE PROCUREMENT – AWARD A CONTRACT.** The purpose of this Competitive Solicitation is to receive competitive bids to evaluate and, as appropriate, award a Contract for WSAC to procure youth sports sponsorship services as set forth herein. Pursuant to Washington's Procurement Code for Goods and Services, RCW chap. 39.26, state agency purchases of goods and services must be based on a competitive solicitation process in which the Contract is awarded to the lowest responsive, responsible Bidder.
- 2.2. **CONTRACT.** The form of the Contract that will be awarded as a result of this Competitive Solicitation is attached as ***Exhibit D – Contract***.
- 2.3. **CONTRACT TERM.** As set forth in the attached Contract for this Competitive Solicitation, the contract term is approximately twelve (12) months. Bidders are to specify prices for the contract term. The Contract is subject to earlier termination.
- 2.4. **ESTIMATED CONTRACT VALUE.** The maximum total bid cost for the services indicated is seventy-five thousand dollars (\$75,000) annually (if renewed). WSAC does not represent or guarantee any minimum purchase from the Contract.
- 2.5. **WASHINGTON STATE PROCUREMENT PRIORITIES & PREFERENCES.** WSAC will apply the following Washington State procurement priorities and preferences to this Competitive Solicitation which, as set forth in Section 3.5, will impact the evaluation of bids for this Competitive Solicitation:
 - Executive Order 18-03: 25 points
 - Washington Small Business: 50 points

- Certified Veteran-Owned Business: 25 points

SECTION 3 – BID EVALUATION

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

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

- Bidder responsiveness, performance requirements, price factors, and responsibility, will be evaluated based on the process described herein.
- Any Bidder whose bid is determined to be non-responsive will be rejected and will be notified of the reasons for this rejection.
- WSAC reserves the right to: (1) Request clarification regarding any bid; (2) Waive any informality; (3) Reject any or all bids, or portions thereof; (4) Accept any portion of the bid unless the Bidder stipulates all or nothing in their bid; (5) Cancel the Competitive Solicitation and, if desired, re-solicit bids; and/or (6) Negotiate with the lowest responsive and responsible Bidder(s) to determine if such bid can be improved.
- WSAC will use the following process and evaluation criteria to determine eligibility for an award of the Contract:

STEP	ITEM	POINTS
1	Bid Responsiveness	Pass/Fail
	Responsibility	Pass/Fail
Bid Evaluation		
2	Performance Requirements/Experience/Qualifications Exhibit B – Performance Requirements	700
3	Cost Factors Exhibit C – Bid Price	300
Total:		1000
State Procurement Priorities		
4	Washington Small Business	50
	Certified Veteran-Owned Business	25
	Executive Order 18-03	25
Total:		1100
TOP-SCORED BIDDER(S) ADVANCE TO STEP 5		
Presentation Evaluation		
5	Interview	200

Contract Negotiations		
6	Contract Negotiations	N/A

- 3.2. **BID RESPONSIVENESS/RESPONSIBILITY (STEP 1).** WSAC will review bids – on a pass/fail basis – to determine whether the bid is ‘responsive’ to this Competitive Solicitation. This means that WSAC will review each bid to determine whether the bid is complete – i.e., does the bid include each of the required bid submittals, are the submittals complete, signed, legible. WSAC reserves the right – in its sole discretion – to determine whether a bid is responsive – i.e., to determine a Bidder’s compliance with the requirements specified in this Competitive Solicitation and to 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. For responsive bids, WSAC will perform a cursory review to determine Bidder’s ability to meet the minimum requirements. In determining responsibility, WSAC will review *Exhibit B – Performance Requirements* on Bidder’s ability to meet the minimum pass/fail requirements.
- 3.3. **PERFORMANCE REQUIREMENTS EVALUATION (STEP 2).** WSAC will evaluate each bid to ensure that each Bidder’s goods(s) and/or service(s) meet the specifications and/or performance requirements set forth in *Exhibit B – Performance Requirements*. WSAC reserves the right to request additional information or perform tests and measurements before selecting the Apparent Successful Bidder. A Bidder’s failure to provide requested information to WSAC within ten (10) business days may result in disqualification.
- 3.4. **BID PRICING EVALUATION (STEP 3).** WSAC will evaluate bid pricing by reviewing and comparing the submitted bid prices provided in *Exhibit C-Bid Price*.
- 3.5. **WASHINGTON STATE PROCUREMENT PRIORITIES & PREFERENCES (STEP 4).** WSAC will apply the following Washington State procurement priorities and preferences, as set forth below, to this Competitive Solicitation
- **PROCUREMENT PREFERENCE FOR EXECUTIVE ORDER 18-03** (Firms without Mandatory Individual Arbitration for Employees). Pursuant to RCW 39.26.160(3) (best value criteria) and consistent with [Executive Order 18-03 – Supporting Workers’ Rights to Effectively Address Workplace Violations](#) (dated June 12, 2018), WSAC will evaluate bids for best value and will provide a bid preference in the amount of twenty-five (25) points to any Bidder who certifies, pursuant to **Exhibit A-1 – Bidder’s Certification**, that their firm 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.
 - **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 fifty (50) points to any Bidder who certifies, pursuant to **Exhibit A-**

1 – Bidder’s Certification, that Bidder qualifies as a ‘Washington Small Business’ as set forth in **Exhibit A-1 – 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 twenty-five (25) points to any Bidder who certifies, pursuant to **Exhibit A-1 – Bidder’s Certification**, that Bidder qualifies as a Washington Department of Veterans’ Affairs Certified Veteran-Owned Business.

3.6. **PRESENTATION EVALUATION (STEP 5).** 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 1.1. WSAC will provide further instruction at the time of scheduling demonstrations/interviews. Prior points are not cumulative and will be reset to zero. There will be a maximum of 200 points awarded based on Bidder’s demonstration/interview.

3.7. **BIDDER RESPONSIBILITY ANALYSIS.** For responsive bids, WSAC must determine whether the Bidder is a ‘responsible Bidder.’ In determining Bidder responsibility, WSAC will consider the following statutory elements:

- Bidder’s ability, capacity, and skill to perform the contract or provide the service required;
- 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 the Contract.

See RCW 39.26.160(2)(a)-(g). In addition, WSAC may consider the following:

- 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.
- 3.8. **CONTRACT NEGOTIATIONS (STEP 6).** WSAC may negotiate with the highest-scored responsive, responsible Bidder to finalize the Contract and to determine if the bid may be improved. If, after a reasonable period of time, WSAC, in its sole judgment, cannot reach agreement on acceptable Contract terms with such Bidder, WSAC may suspend negotiations and undertake negotiations with the next highest-scored responsive, responsible Bidder as determined by the evaluations.
- 3.9. **ANNOUNCEMENT OF APPARENT SUCCESSFUL BIDDER.** WSAC will determine the Apparent Successful Bidder (“ASB”). The ASB will be the responsive and responsible Bidder(s) that best meet(s) the Competitive Solicitation requirements and presents the best total value, including price, as calculated consistent with the instructions set forth in **Exhibit C – Bid Price**, and other factors as set forth in this Competitive Solicitation including any applicable state procurement priority or preference.
 - Designation as an ASB does not imply that WSAC will issue an award for a Contract. Rather, this designation allows WSAC to perform further analysis and ask for additional documentation. The Bidder 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 ASB announcement, Bidders may request a debrief conference as specified in Section 5.
- 3.10. **AWARD OF CONTRACT.** Subject to protests, if any, WSAC and the ASB will enter into a Contract as set forth in **Exhibit D – Contract**. A contract award is made and a contract formed by signature of WSAC and awarded Bidder on the Contract. WSAC reserves the right to award on an all-or-nothing consolidated basis. Following the award of the Contract, all Bidders registered in WEBS will receive a Notice of Award delivered to the Bidder’s email address provided in the Bidder’s profile in WEBS.
- 3.11. **BID INFORMATION AVAILABILITY.** 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).
- 3.12. **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) or be in the best interest of the State of Washington.

SECTION 4 – HOW TO PREPARE AND SUBMIT A BID FOR THIS COMPETITIVE SOLICITATION

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 identify the information that Bidders must provide to WSAC to constitute a responsive bid. By responding to this Competitive Solicitation and submitting a bid, Bidders acknowledge having read and understood the entire Competitive Solicitation and accept all information contained within this Competitive Solicitation.

- 4.1. **PRE-BID CONFERENCE.** WSAC will host a Competitive Solicitation pre-bid conference at the time set forth in Section 1.1 of this Competitive Solicitation. Attendance is not mandatory. Bidders, however, are encouraged to attend and participate. The purpose of the pre-bid conference is to clarify the Competitive Solicitation as needed and raise any issues or concerns that Bidders may have. If changes to the Competitive Solicitation are required as a result of the pre-bid conference, the Procurement Coordinator will post an amendment to this Competitive Solicitation to WEBS. Assistance for disabled, blind, or hearing-impaired persons who wish to attend the pre-bid conference is available with prior arrangements by contacting the Procurement Coordinator.
- 4.2. **BIDDER COMMUNICATIONS REGARDING THIS COMPETITIVE SOLICITATION.** During the Competitive Solicitation process, all Bidder communications regarding this Competitive Solicitation must be directed to the Procurement Coordinator specified in Section 1.2 of this Competitive Solicitation. 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.
 - Bidders are encouraged to make any inquiry regarding the Competitive Solicitation as early in the process as possible to allow WSAC to consider and, if warranted, respond to the inquiry. If a Bidder does not notify WSAC of an issue, exception, addition, or omission, WSAC may consider the matter waived by the Bidder for protest purposes.
 - If Bidder inquiries result in changes to the Competitive Solicitation, written amendments will be issued and posted on WEBS.
 - Unauthorized Bidder contact regarding this Competitive Solicitation with other state employees involved with the Competitive Solicitation may result in Bidder disqualification.
- 4.3. **PRICING.** Bid prices must include all cost components needed for the goods and/or services as described in this Competitive Solicitation. *See Exhibit C – Bid Price.* A Bidder's failure to identify all costs in a manner consistent with the instructions in this Competitive Solicitation is sufficient grounds for disqualification.
 - Inclusive 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 and/or services shall be Bidder's price as submitted. Except as provided in the Contract, there shall be no additional costs of any kind.
- 4.4. **BID SUBMITTAL CHECKLIST – REQUIRED BID SUBMITTALS.** This section identifies the bid submittals that must be provided to WSAC to constitute a responsive bid. The submittals must be delivered as set forth below. Bids that do not include the submittals identified below may be rejected as nonresponsive. In addition, a Bidder's failure to complete any submittal as instructed may result

in the bid being rejected. Bidders may not provide unsolicited materials. For any supplemental materials expressly required by WSAC in writing, Bidders must identify such supplemental materials with the Bidder's name.

☐ **EXHIBIT A-1 – BIDDER'S CERTIFICATION**

This document is the Bidder's Certification.

Complete the certification, along with any exceptions or required explanations, and submit it with the bid to WSAC.

Note: The Certification must be complete. Where there are choices, Bidder **must** check a box. The certification must be signed and submitted by a duly authorized representative for the Bidder.

☐ **EXHIBIT A-2 – BIDDER'S PROFILE**

This document is required Bidder information for WSAC's contract administration purposes.

Complete as instructed and submit it with the bid to WSAC.

☐ **EXHIBIT B – PERFORMANCE REQUIREMENTS**

Bidder will need to confirm that Bidder's goods and/or services and/or Bidder's performance meets or exceeds the detailed specifications/qualifications set forth in **Exhibit B – Performance Requirements** and submit it with the bid to WSAC.

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

☐ **EXHIBIT C – BID PRICE**

Bidder will need to complete the price worksheet tools as instructed in **Exhibit C – Bid Price** and submit it with the bid to WSAC.

Preference would be for a stand-alone file, Word or PDF.

☐ **EXHIBIT E-1 – CONTRACT ISSUES LIST**

This document is a required submittal IF Bidder has business issues with the Contract attached as **Exhibit D – Contract**. If so, Bidder must complete and submit to WSAC. Note, however, that WSAC reserves the right not to modify the Contract and to award the Contract on the basis of a Bidder's willingness to agree to the Contract. In no event is a Bidder to submit its own standard terms and conditions in response to this solicitation.

4.5. **BID FORMAT.** Bids must be complete, legible, signed, and follow all instructions stated in the Competitive Solicitation (including the exhibits). Unless otherwise specified in writing by WSAC, documents included with an electronic bid must be prepared in MS Word, MS Excel, or Adobe PDF. Where required to do so, Bidders may sign using either a physical or electronic signature.

4.6. **SUBMITTING BIDS.** Bidder's electronic bid must be emailed to RFPCoordinator@wsac.wa.gov. WSAC's email only can accept emails (including attachments) that total less than 30MB in size. Bidders are cautioned to keep email sizes to less than 25MB to ease delivery. Zipped files cannot be accepted.

SECTION 5 – COMPLAINT, DEBRIEF, & PROTEST REQUIREMENTS

This section details the applicable requirements for complaints, debriefs, and protests.

- 5.1. **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.
- 5.2. **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.

5.3. 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.
- 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.

5.4. 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.

5.5. HOW TO CONTACT WSAC.

- a. 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

- b. 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.
- c. 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

SECTION 6 – DOING BUSINESS WITH THE STATE OF WASHINGTON

This section provides additional information regarding Washington’s Public Records Act and doing business with the State of Washington, including WSAC’s efforts to enable Washington’s small, diverse, and veteran-owned businesses to compete for and participate in state procurements for goods/services.

6.1. WASHINGTON’S PUBLIC RECORDS ACT – PUBLIC RECORDS DISCLOSURE REQUESTS.

- All documents (written and electronic) submitted to WSAC as part of this procurement are public records. Unless statutorily exempt from disclosure, such records are subject to disclosure **if** requested. See [RCW 42.56](#), Public Records Act. WSAC strongly discourages Bidders from unnecessarily submitting sensitive information (e.g., information that Bidder might categorize as ‘confidential,’ ‘proprietary,’ ‘sensitive,’ ‘trade secret,’ etc.).
 - If, in Bidder’s judgment, Washington’s Public Records Act provides an applicable statutory exemption from disclosure for certain portions of Bidder’s bid, please mark the precise portion(s) of the relevant page(s) of the bid that Bidder believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure.
 - In addition, if, in Bidder’s judgment, certain portions of Bidder’s bid are not statutorily exempt from disclosure but are sensitive because these particular portions of Bidder’s bid (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that Bidder protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, please mark the precise portion(s) of the relevant page(s) of Bidder’s bid that include such sensitive information.
- In the event that WSAC receives a public records disclosure request pertaining to information that Bidder has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, WSAC, prior to disclosure, will do the following:
 - WSAC’s Public Records Officer will review any records marked by Bidder as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, WSAC will redact or withhold the document(s) as appropriate.
 - For documents marked ‘sensitive’ or for documents where WSAC either determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, WSAC will notify Bidder, at the address provided in the bid submittal, of the public records disclosure request and identify the date that WSAC intends to release the document(s) (including documents marked ‘sensitive’ or exempt from disclosure) to the requester unless the Bidder, at Bidder’s sole expense, timely obtains a court order enjoining WSAC from such disclosure. In the event Bidder fails to timely file a motion for a court order enjoining such disclosure, WSAC will release the requested document(s) on the date specified. Bidder’s failure properly to identify exempted or sensitive information and timely respond after notice of request for public disclosure has been given shall be deemed a waiver

by Bidder of any claim that such materials are exempt or protected from disclosure.

6.2. **SMALL & DIVERSE BUSINESSES.** WSAC, in accordance with Washington law, encourages small and diverse businesses to compete for and participate in state procurements as contractors and as subcontractors to awarded Bidders. See, e.g., [RCW 39.19](#) (OMWBE certified businesses); [RCW 43.60A.200](#) (WDVA certified veteran-owned businesses); and [RCW 39.26.005](#) (Washington small businesses). In support of the state's economic goals and to support a diverse supplier pool, WSAC has established the following voluntary numerical goals for WSAC's Competitive Solicitations:

- Ten percent (10%) Minority-Owned Businesses certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE);
- Six percent (6%) Women-Owned Businesses certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE);
- Five percent (5%) Veteran-Owned Businesses certified by the Washington State Department of Veterans Affairs (WDVA); and
- Twenty-Five percent (25%) Washington Small Businesses, five percent (5%) of which are micro-businesses or mini-businesses as defined in RCW 39.26.010(16) and (17).

Achievement of these goals is encouraged whether directly or through subcontractors.

- **OMWBE CERTIFICATION.** Bidders may contact the Washington State [Office of Minority and Women's Business Enterprises](#) (OMWBE) regarding information on Minority-Owned and Women-Owned certified firms, state and federal certification programs, or to become certified. OMWBE can be reached by telephone, 866-208-1064, or through their website at [OMWBE](#). OMWBE-Certified firms may provide their certification information on ***Exhibit A-2 – Bidder's Profile***.
- **WDVA CERTIFICATION.** Bidders may contact the [Washington State Department of Veterans' Affairs](#) (WDVA) for information regarding Certified Veteran-Owned businesses or to become a Certified Veteran-Owned Business. The WDVA can be reached by telephone, (360) 725-2169, or through their website at [WDVA](#). The qualification requirements to be a Certified Veteran-Owned Business are set forth in ***Exhibit A-1 – Bidder's Certification***.
- **WASHINGTON SMALL BUSINESSES.** Bidders may contact WSAC about small and diverse business inclusion and qualification as a Washington Small Business. If you qualify as a Washington Small Business, identify yourself as such in WEBS. Call WEBS Customer Service at 360-902-7400. The qualification requirements to self-certify as a Washington Small Business are set forth in ***Exhibit A-1 – Bidder's Certification***.

6.3. **WEBS REGISTRATION.** Individuals and firms interested in state contracting opportunities with WSAC or any state agency should register for competitive solicitation notices at the Washington Electronic Business Solution (WEBS) [WEBS Registration](#). Note: There is no cost to register on WEBS.

INCLUDED EXHIBITS

EXHIBIT A-1 – BIDDER’S CERTIFICATION

See attached Exhibit A-1 – Bidder’s Certification.

Note: As set forth above, Bidder must complete, sign, and return the Bidder’s Certification to WSAC.

EXHIBIT A2 – BIDDER’S PROFILE

See attached Exhibit A-2 – Bidder’s Profile.

Note: As set forth above, Bidder must complete and return the Bidder’s Profile to WSAC.

EXHIBIT B – PERFORMANCE REQUIREMENTS

See attached *Exhibit B – Performance Requirements*. Must be submitted as a stand-alone file, Word or PDF.

EXHIBIT C – BID PRICE

See attached Exhibit C – Bid Price.

Note: As set forth above, Bidder must complete and return *Exhibit C – Bid Price* to WSAC. Preference would be for a stand-alone file, Word or PDF.

EXHIBIT D – CONTRACT

See attached *Exhibit D – Contract* for Competitive Solicitation No. 25RQ272 – WA529 Marketing Youth Sports Sponsorship Administration.

EXHIBIT E – BIDDER’S CONTRACT ISSUES LIST (IF APPLICABLE)

See attached Exhibit E – Bidder’s Contract Issues List.

Note: As set forth above, Bidder must complete and return *Exhibit E – Bidder’s Contract Issues List* to WSAC if Bidder has any issues with the Contract set forth as *Exhibit D – Contract*.



EXHIBIT A-1 – BIDDER’S CERTIFICATION

Competitive Solicitation:	No. 25RQ272 – WA529 MARKETING YOUTH SPORTS SPONSORSHIP ADMINISTRATION		
Bidder:	<u>TeamSnap, Inc.</u> Type/print full legal name of Bidder		
Bidder’s Address:	<u>2045 West Grand Ave., Ste B PMB 23554, Chicago, IL 60612</u> Type/print Bidder’s Address		
Bidder Organization Type: Check appropriate box	Corporation:	<input checked="" type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Limited Liability Company (LLC):	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Partnership:	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Sole Proprietorship:	<input type="checkbox"/>	
	<p>* Note: A sole proprietorship is an unincorporated business owned and run by an individual with no distinction between the business and the owner. It is not a 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 you are a bidder who operates a business on your own, you automatically are a sole proprietor unless you have adopted a business structure (e.g., corporation, LLC, partnership).</p>		
State of Formation for Corp./LLC/Partnership :	<u>Delaware</u> Type/print the state where the corporation, LLC, or partnership is formed – e.g., ‘Washington’ if domestic and the name of the state if ‘Foreign’ (i.e., not Washington)		
Doing Business Under Another Name: Check appropriate box	<p>State whether Bidder has been doing business under another name during the past five years:</p> <p> <input type="checkbox"/> Bidder has NOT done business under another name <input checked="" type="checkbox"/> Bidder HAS done business under another name </p> <p>If Bidder HAS done business under another name, provide the name(s) and addresses:</p> <p>Name: <u>LeagueSide, Inc.</u></p> <p>Address: <u>2401 Walnut Street, Ste 101, Philadelphia, PA 19103</u></p>		

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 are true, complete, correct, and made in good faith:

1. **UNDERSTANDING.** Bidder certifies that Bidder has read, thoroughly examined, and fully understands all of the provisions in the Competitive Solicitation (including all exhibits) and the terms and conditions of the Contract and any amendments or clarifications to the Competitive Solicitation, and agrees to abide by the same.
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 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 this 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 will 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 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 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 this 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 this Competitive Solicitation in compliance with all terms, conditions, and performance requirements contained in this Competitive Solicitation and the resulting Contract or, if applicable, as detailed on a Contract Issues List, if permitted, in this Competitive Solicitation.

8. **INSURANCE.** Bidder certifies as follows (*must check one*):

☒ **BIDDER HAS 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 (*Note: Bidder must attach the Insurance Certificate*).

OR

☐ **BIDDER WILL OBTAIN 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 but, if designated as an Apparent Successful Bidder, Bidder will provide such a Certificate of Insurance, without exception of any kind, to WSAC within twenty-four (24) hours of such designation or notification by WSAC or be deemed a nonresponsive bid.

OR

☐ **BIDDER DOES NOT HAVE REQUIRED INSURANCE.** As detailed on the attached explanation (Bidder to provide), Bidder does not have a current, valid Certificate of Insurance for each and all of the required insurance coverages as specified in the Contract and, if designated as an Apparent Successful Bidder would not be able to provide such a Certificate of Insurance to WSAC within twenty-four (24) hours of such designation.

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

☐ **BIDDER IS NOT REQUIRED TO HAVE WORKER'S COMPENSATION INSURANCE.** Pursuant to Washington law, bidder is not required to have Worker's Compensation Insurance because:

Bidder must state lawful basis as to why Bidder is NOT required to have Worker's Compensation Insurance

9. **DEBARMENT.** Bidder certifies as follows (*must check one*):

☒ **NO DEBARMENT.** Bidder and/or its principals are not presently nor has ever 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.

OR

☐ **DEBARRED.** As detailed on the attached explanation (Bidder to provide), Bidder and/or its principals presently are debarred, suspended, proposed for debarment,

declared ineligible, or voluntarily excluded from contracting with a federal, state, or local governmental entity within the United States.

10. **CRIMINAL OFFENSE.** Bidder (including Bidder's officers) certifies as follows (*must check one*):

☒ **NO CRIMINAL OFFENSE.** Bidder has not, within the three (3) year period preceding the date of this 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 it 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.

OR

☐ **CRIMINAL Offense.** As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Competitive Solicitation, Bidder has 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.

11. **WAGE THEFT PREVENTION.** Bidder certifies as follows (*must check one*):

☒ **NO WAGE VIOLATIONS.** 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 three (3) years prior to the date of the above-referenced Competitive Solicitation date.

OR

☐ **VIOLATIONS OF WAGE LAWS.** Bidder has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, a provision of RCW 49.46, 49.48, or 49.52 within three (3) years prior to the date of the above-referenced Competitive Solicitation date.

12. **CIVIL RIGHTS.** Bidder certifies as follows (*must check one*):

☒ **COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS.** Bidder 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.

OR

☐ **NON-COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS.** Bidder does not comply with all applicable requirements regarding civil rights.

13. **STATUTORY NONDISCRIMINATION CLAUSES FOR STATE CONTRACTS.** Bidder certifies as follows (*must check one*):

- ☒ *COMPLIANCE WITH STATUTORY NONDISCRIMINATION CLAUSES FOR STATE CONTRACTS.* During the term of an awarded Contract, Bidder, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). 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).

OR

- ☐ *NON-COMPLIANCE WITH STATUTORY NONDISCRIMINATION CLAUSES FOR STATE CONTRACTS.* Bidder does not comply with RCW 49.60.530.

14. **WORKERS' RIGHTS ([EXECUTIVE ORDER 18-03](#)).** Bidder certifies as follows (*must check one*):

- ☒ *NO MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES.* 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.

OR

- ☐ *MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES.* Bidder requires its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

15. **CONTRACT TERMINATION FOR DEFAULT OR CAUSE.** Bidder certifies as follows (*must check one*):

- ☒ *NO TERMINATION FOR DEFAULT OR CAUSE.* Bidder has not, within the three (3) year period preceding the date of this Competitive Solicitation, had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

OR

- ☐ *TERMINATION FOR DEFAULT OR CAUSE.* As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Competitive Solicitation, Bidder has had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

16. **TAXES.** Bidder certifies as follows (*must check one*):

- ☒ *TAXES PAID.* 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.

OR

- ☐ *DELINQUENT TAXES.* As detailed on the attached explanation (Bidder to provide), Bidder has not paid or arranged for payment of all taxes due to the State of Washington and/or has not timely filed all required returns and reports as applicable.

17. **FINANCIALLY SOLVENT.** Bidder certifies as follows (*must check one*):

- ☒ **FINANCIALLY SOLVENT.** 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 or Services that are the subject of this Competitive Solicitation.

OR

- ☐ **NOT FINANCIALLY SOLVENT.** As detailed on the attached explanation (Bidder to provide), Bidder is not financially stable and solvent – i.e., Bidder does not have adequate cash reserves to meet all financial obligations, has commenced bankruptcy proceedings voluntarily or otherwise, or is subject to a judgment, lien, or encumbrance that affects title to the Goods or Services that are the subject of this Competitive Solicitation.

18. **LAWFUL REGISTRATION.** Bidder, if conducting business other than as a sole proprietorship certifies as follows (*must check one*):

- ☒ **CURRENT LAWFUL REGISTRATION.** Bidder is in good standing in the State of Washington and the jurisdiction where Bidder is organized, including having timely filed all required annual reports.

OR

- ☐ **DELINQUENT REGISTRATION.** As detailed on the attached explanation (Bidder to provide), Bidder currently is not in good standing in the State of Washington and/or the jurisdiction where Bidder is organized.

Note: This certification applies only to bidders who are organized as separate legal entities (e.g., a corporation, partnership, limited liability company). If bidder is a sole proprietor, this certification should not be answered and Bidder should check the following:

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

19. **REGISTRATION WITH WASHINGTON SECRETARY OF STATE.** Bidder certifies as follows (*must check one*):

- ☒ **BIDDER IS REGISTERED WITH 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: _____.

OR

- ☐ **BIDDER WILL REGISTER WITH WASHINGTON SECRETARY OF STATE.** Bidder is not registered with the Washington Secretary of State but, if designated as the/an Apparent Successful Bidder, Bidder will register with the Washington Secretary of State to obtain a UBI number and provide proof of such registration satisfactory to WSAC within twenty-four (24) hours of such designation or notification by WSAC or be deemed a nonresponsive bid.

OR

- ☐ **BIDDER IS NOT REGISTERED WITH WASHINGTON SECRETARY OF STATE.** Bidder is not registered with the Washington Secretary of State and Bidder declines to register with the Washington Secretary of State. Note: WSAC requires all awarded bidders (including

Washington firms and out of state firms) to be registered with the Washington Secretary of State. Bidders who are not registered will not be awarded a Contract.

Note: This certification applies only to bidders that are organized as separate legal entities (e.g., a corporation, partnership, limited liability company). If bidder is a sole proprietor, this certification should not be answered and Bidder should check the following:

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

20. **REGISTRATION WITH WASHINGTON STATE DEPARTMENT OF REVENUE.** Bidder certifies as follows (*must check one*):

☒ *BIDDER IS REGISTERED WITH 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: _____.

OR

☐ *BIDDER WILL REGISTER WITH WASHINGTON STATE DEPARTMENT OF REVENUE.* Bidder is not registered with the Washington State Department of Revenue but, if designated as the/an Apparent Successful Bidder, Bidder will register with the Washington State Department of Revenue for a business license and provide proof of such registration satisfactory to WSAC within twenty-four (24) hours of such designation or notification by WSAC or be deemed a nonresponsive bid.

OR

☐ *BIDDER IS NOT REGISTERED WITH WASHINGTON STATE DEPARTMENT OF REVENUE.* Bidder is not registered with the Washington State Department of Revenue and Bidder declines to register with the Washington State Department of Revenue. Note: 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 will not be awarded a Contract.

21. **SUBCONTRACTORS.** Bidder certifies as follows (*must check one*):

☒ *NO SUBCONTRACTORS.* If awarded a Contract, Bidder will not utilize subcontractors to provide the goods and/or services subject to this Competitive Solicitation.

OR

☐ *SUBCONTRACTORS.* As detailed on the attached explanation (Bidder to provide), if awarded a Contract, Bidder will utilize subcontractors to provide the goods and/or services subject to this Competitive Solicitation. In such event, Bidder further certifies that, as to the State of Washington, Bidder shall retain responsibility 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. Note: If the TIN is a SSN, do not provide the SSN.

22. **WASHINGTON SMALL BUSINESS.** Bidder certifies as follows (*must check appropriate boxes*):

☐ *WASHINGTON SMALL BUSINESS.* Bidder is a Washington Small Business as defined in RCW 39.26.010. 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 WASHINGTON SMALL BUSINESS.** Bidder does not qualify as a Washington Small Business as set forth above.

23. CERTIFIED VETERAN-OWNED BUSINESS. Bidder certifies as follows (*must check one*):

- ☐ **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:
 - **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).

OR

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

24. SOFTWARE, EQUIPMENT, PERSONNEL, & SUPPLIES. Bidder certifies as follows (must check one):

- ☒ *HAS SOFTWARE, EQUIPMENT, PERSONNEL, & SUPPLIES.* Bidder currently possess all necessary software, equipment, qualified personnel, and supplies to provide the services as defined in the solicitation.

OR

- ☐ *WILL OBTAIN SOFTWARE, EQUIPMENT, PERSONNEL, & SUPPLIES.* Bidder does not currently possess all necessary software, equipment, qualified personnel, and supplies to provide the services as defined in the solicitation, but, if designated as the Apparent Successful Bidder, Bidder will provide evidence satisfactory to WSAC that it has obtained and possess all necessary software, equipment, qualified personnel, and supplies to provide the services as defined in the solicitation, without exception of any kind, to WSAC within twenty-four (24) hours of such designation or notification by WSAC or be deemed a nonresponsive bid.

OR

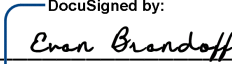
- ☐ *DOES NOT HAVE SOFTWARE, EQUIPMENT, PERSONNEL, & SUPPLIES.* Bidder currently does not possess all necessary software, equipment, qualified personnel, and supplies to provide the services as defined in the solicitation.

25. **REFERENCES.** Bidder certifies that the references provided to WSAC have worked with Bidder and that such individuals and firms have full permission, without any additional requirement or release, to provide such references and information to WSAC. 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.

Bidder further certifies that it shall provide immediate written notice to WSAC if, at any time prior to a Contract award, Bidder learns that any of its 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 certifications herein are true and correct and that I am duly authorized to make these certifications on behalf of the Bidder listed herein.

BIDDER NAME:	<u>TEAMSnap, INC.</u> Print Name of Bidder – 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:	 <u>Evan Brandoff</u> Signature of Bidder's authorized person	<u>Evan Brandoff</u> Print Name of person making certifications for Bidder
Title:	<u>VP Brand Solutions</u> Title of person signing certificate	Place: <u>Brooklyn, NY</u> Print city and state where signed
Date:	<u>6/13/2024</u>	

Return this Bidder's Certification to Procurement Coordinator at:

RFPCoordinator@wsac.wa.gov



EXHIBIT A-2 – BIDDER’S PROFILE

Competitive Solicitation:	No. <u>25RQ272 – WA529 Marketing Youth Sports Sponsorship Administration</u>
Bidder:	<u>TeamSnap, Inc.</u> Type/print full legal name of Bidder

BIDDER INFORMATION	
<p>Legal name of Bidder:</p> <p>Address of Bidder:</p> <p><i>Note:</i> This must match information from Bidder’s Washington Business License.</p>	<p><u>TeamSnap, Inc.</u></p> <p>Business Name</p> <p><u>2045 West Grand Avenue, Ste. B PMB 23554</u></p> <p>Address</p> <p><u>Chicago, IL 60612</u></p> <p>City, State, Zip Code</p>
<p>Bidder’s Washington State Department of Revenue Registration Number/Unified Business Identifier (UBI) Number:</p> <p><i>Note:</i> A nine digit UBI number is assigned to each registered businesses in Washington.</p>	<p><u>604-200-920</u></p>
<p>Taxpayer Identification No. (TIN):</p> <p><i>Note:</i> Your TIN will be either a number issued by the IRS (e.g., Employer Identification Number, Federal Tax Identification Number) or a number issued by the Social Security Administration (i.e., your Social Security Number). If your TIN is a SSN, state that fact, but do NOT provide the SSN.</p>	<p><u>27-0239766</u></p>
<p>Is your firm certified as a minority or woman owned business with the Washington State Office of Minority & Women’s Business Enterprises (OMWBE)?</p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, provide Bidder’s MWBE certification no.:</p>

BIDDER INFORMATION	
<p>Is your firm a self-certified Washington Small Business?</p> <p><i>Note: See Exhibit A-1 – Bidder’s Certification for criteria to qualify as a Washington Small Business</i></p> <p><i>Note: Regardless of size, a qualifying business must be owned and operated independently from all other businesses. In regard to size, the gross revenue thresholds, as reported on Bidder’s tax returns, are as follows:</i></p> <ul style="list-style-type: none"> ▪ Microbusiness: Annual gross revenue of less than one million dollars. ▪ Minibusiness: Annual gross revenue of more than one million dollars, but less than three million dollars. ▪ Small Business: Annual gross revenue of less than seven million dollars over each of the three prior consecutive years. 	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, provide the location for Bidder’s principal place of business:</p> <p>If yes, what is your business size (based on annual gross revenue)?</p> <p>Microbusiness <input type="checkbox"/></p> <p>Minibusiness <input type="checkbox"/></p> <p>Small Business <input type="checkbox"/></p>
<p>Is your firm certified as a Veteran-Owned Business with the Washington State Department of Veteran Affairs?</p> <p><i>Note: See Exhibit A-1 – Bidder’s Certification for criteria to qualify as a Certified Veteran-Owned Business.</i></p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, provide Bidder’s WDVA certification no. _____.</p>

CONTRACT MANAGEMENT POINTS OF CONTACT	
<p>Authorized Representative</p> <p>Name: <u>Lindsey Traylor</u></p> <p>Email: <u>lindsey.traylor@teamsnap.com</u></p> <p>Phone: _____</p>	<p>Contract Administrator</p> <p>Name: _____</p> <p>Email: _____</p> <p>Phone: _____</p>

Complete if using sub-contractors as indicated in Exhibit A-1

SUB CONTRACTOR			
Legal Name and TIN#	Address	Phone and E-mail	Services/Role

REFERENCES

Provide a minimum of three (3) commercial or government references for which bidder has delivered goods and/or services similar in scope as described in the Competitive Solicitation.

REFERENCE 1	
Company Name:	<u>NJBEST</u>
Contact:	<u>Amanda Clark</u>
Phone:	<u> </u>
Email:	<u>amanda.clark@franklintempleton.com</u>
REFERENCE 2	
Company Name:	<u>IN529</u>
Contact:	<u>Allison Foxen</u>
Phone:	<u> </u>
Email:	<u>AFoxen@tos.in.go</u>
REFERENCE 3	
Company Name:	<u>Checkers</u>
Contact:	<u>Jamison Young</u>
Phone:	<u> </u>
Email:	<u>youngj@checkers.com</u>
REFERENCE 4	
Company Name:	<u> </u>
Contact:	<u> </u>
Phone:	<u> </u>
Email:	<u> </u>

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



EXHIBIT B – PERFORMANCE REQUIREMENTS

Competitive Solicitation:	No. 25RQ272 – WA529 Marketing Youth Sports Sponsorship Administration
Bidder:	<div>__TeamSnap, Inc._____ Type/print full legal name of bidder company</div>

Scope of Work:

The Bidder selected will conduct the body of work required under WA529 leadership and direction. This contract will include contact, vetting, and implementation of assets for youth sports league sponsorships in the state of Washington. Knowledge, skills, body of work and services provided by the Bidder would include, but not be limited to:

- a) **Vetting Organizations.** Bidder will find, vet, and communicate with youth sports organizations to facilitate sponsorships for WA529. Sponsorships will take place at leagues that are able to deliver exclusivity for WSAC within the 529 College Savings Plans business category.
- b) **Locations.** WSAC wishes to sponsor leagues within the following Washington state target counties: King, Pierce, Snohomish, Clark, Yakima, and Spokane counties. Additional counties may be included with WSAC’s approval.
- c) **Generating & delivering assets.** Once selection of leagues is approved by WSAC, Bidder will arrange with the Organizations to generate and implement the sponsorship assets described below.
- d) **Assets.** Bidder expectations must include:
 - o place WA529 as sponsor in a minimum of two (2) youth sports leagues in each county targeted;
 - o facilitate and print WA529’s logo on jerseys worn by athletes;
 - o print and place WA529’s banners at every game venue in sponsored leagues;
 - o deliver a minimum of two (2) emails per league (24 total emails sent) during the campaign on behalf of WA529 to participating parents of athletes in sponsored leagues;
 - o facilitate and post messages on behalf of WA529 on sponsored league social media pages;
 - o require each sponsored league to display the WA529 web banner on the league website recognizing WA529 as sponsor of the league;
 - o administer pre- and post-season surveys to the families of participating athletes in each sponsored league, and share results with WA529;
 - o deliver exposure of a minimum of two million (2,000,000) impressions over the duration of the campaign via a digital mobile application used by participating athletes and their families.
 - o Report campaign results to WA529 via either regular monthly reports or an online campaign dashboard.

There is no travel requirement or expectation for this solicitation. All work is done remotely.

Instructions:

Bidders submitting a proposal must complete and submit an Exhibit B for evaluation purposes. Written Response boxes will expand for content which may include graphics or charts.
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. Review all requirements, priorities and provided definitions:
 - Mandatory Pass/Fail (M): Minimum requirement; Bidder that does not meet this requirement will not be considered any further.
 - Mandatory Scored (MS): Critical requirement; evaluators will score based on the degree to which Bidder's response meets the requirement.
 - Desirable Scored (DS): Desirable requirement; evaluators will score based on the degree to which Bidder's response meets the requirement.
2. 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.**
3. Bidder must respond in the **Written Response** column for every requirement that indicates a "Written Response Required". **Written responses must not reference any material present elsewhere other than Question 9 which allows for links to examples. The written response shall be considered complete and stand on its own merits or may be deemed non-responsive.**
4. **Do not alter or reformat document. Boxes for Written Response will expand as content is added. Written Response boxes may contain charts and graphics sized accordingly.**

Performance Requirements and Factors					
REQ ID	Performance Requirement and Stated Business Need	Points Available	Priority	Bidder's Compliance	Written Response
1.	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	M	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
2.	WSAC supports a diverse, equitable, inclusive, and respectful work environment. Bidder acknowledges and understands the Washington State Model Policies and Considerations for a Diverse, Equitable, Inclusive and Respectful Work Environment .	Pass/Fail	M	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
3.	Bidder must work within the United States, and be available for meetings between 7:00AM-5:00PM, (Pacific Time) Monday – Friday. All work may be done remotely.	Pass/Fail	M	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Performance Requirements and Factors					
Req ID	Performance Requirement and Stated Business Need	Points Available	Priority	Bidder's Compliance	Written Response
4.	Assets. Bidder must: <ul style="list-style-type: none">○ place WSAC as sponsor in a minimum of two (2) youth sports leagues in each county targeted;○ facilitate and print WSAC's logo on jerseys worn by athletes;○ print and place WSAC's banners at every game venue in sponsored leagues;○ deliver a minimum of two (2) emails per league (24 total emails) during the campaign on behalf of WSAC to participating parents of athletes in sponsored leagues;○ facilitate and post messages on behalf of WSAC on sponsored league social media pages;○ require each sponsored league to display the WSAC's web banner on the league website recognizing WSAC as sponsor of the league;○ administer pre- and post-season surveys to the families of participating athletes in each sponsored league, and share results with WSAC;○ deliver exposure of a minimum of two million (2,000,000) impressions over the duration of the campaign via a digital mobile application used by participating athletes and their families.○ Report campaign results to WSAC via either regular monthly reports or an online campaign dashboard.	Pass/Fail	M	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
5.	PROJECT APPROACH/METHODOLOGY Describe your understanding of the project and your approach to successfully completing objectives, scope of work, and the following: <ul style="list-style-type: none">● How do you establish relationships with youth sports leagues , and how do you manage them?● What is your process for managing sponsorship agreements with youth sports leagues?● Describe how much of the revenue collected for youth sports sponsorships goes back to the leagues.	105 points	MS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	TeamSnap has a network of over 19,000 youth sports organizations across the country. Furthermore, TeamSnap has a league operations team who directly communicates with the leagues and helps assist in managing the partnership with the league. Our operations team is in direct contact with the league throughout the season. Leagues submit proof of performance images and screenshots to our TeamSnap platform “fieldhouse” that our team and WA529 can access throughout the campaign. Up to 50% of sponsorship dollars goes directly to youth sports organizations in order to fulfill our mission of making youth sports more accessible.

Performance Requirements and Factors					
REQ ID	Performance Requirement and Stated Business Need	Points Available	Priority	Bidder's Compliance	Written Response
6.	WORK PLAN Provide a work plan that includes all project requirements and the proposed tasks, services, activities, etc., necessary to accomplish the project's scope.	105 points	MS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Our platform Fieldhouse and The digital dashboard provides a breakdown of leagues fulfillment along with a live look at active digital impressions. WA529 will need to provide all creative assets for field signage, email language, digital media assets and will need to provide approval on survey edits and approval on leagues that will be apart of the campaign.
7.	ASSUMPTIONS AND RISKS Identify potential programmatic and financial risks that are considered significant to the project and describe how you will effectively monitor and manage these risks, including reporting risks to the WSAC's project manager.	105 points	MS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Potential risk could include a league not complying with the partnership parameters correctly. TeamSnap will ensure that WA529 is given additional value if any league were to not fulfill their agreement.
8.	PROJECT TEAM STRUCTURE/INTERNAL CONTROLS Describe the project team structure and internal controls to be used in this project. Include who within the firm will have prime responsibility and final authority for the work.	105 points	MS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Our league operations team helps secure the best leagues for the campaign. The Client Success Manager and Account Manager will communicate with the leagues and WA529. The Client Success Manager will be the direct contact for WA529 and will provide guidance and feedback on marketing and creative needs for the campaign. Along with providing feedback and images from the leagues as well.
8.	STAFF QUALIFICATIONS/EXPERIENCE Identify staff who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project.	105 points	MS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	A league operations team will be assigned to the contract along with a Client Success Manager and Account Manager. The League Operations team will spend around 60 hours on this campaign securing and communicating with leagues. The Account Manager and Client Success Manager will be present for the entire campaign beginning to end.
9.	BIDDER PROJECT EXPERIENCE Describe your organization's experience level with the following and provide examples of or links to prior work where appropriate: a) Establishing close working relationships with admins of youth sports leagues and leveraging those relationships to negotiate benefits for prospective sponsors b) Administering sponsorship agreements for multiple entities c) Creating and distributing advertising assets including logos, banners, jerseys and digital banners d) Tracking and reporting campaign results for clients	105 points	MS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	We have a decade of experience in all of these areas working actively with over 200 regional/national brands and over 19,000 youth sports organizations. Dashboard example that provides campaign results for WA529 https://fieldhouse.leagueside.com/campaign-dashboard/eyJ0eXAiOiJKV1QiLCJhbGciOiJIUzI1NiJ9.eyJpZCI6MzM2MywiY3R4IjoieY2FtcGFpZ24ifQ.KTZpwESxwZe8cncCZ60THf_scmKjtuI67kyGV4tBfgk TeamSnap offerings and Case Studies

Performance Requirements and Factors					
Req ID	Performance Requirement and Stated Business Need	Points Available	Priority	Bidder’s Compliance	Written Response
					https://www.teamsnap.com/brands/case-studies
10.	BUILDING PARTNERSHIPS Describe how you engage all audience types and build partnerships.	70 points	DS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	TeamSnap reaches the Chief Household Officer of each home daily. TeamSnap’s platform embeds brands into the fabric of local communities in a standardized, scalable way. Specifically for WA529, they will be engaging with families in the youth sports audiences who are the decision makers of the household. Through assets like jerseys, game signage and league emails WA529 will have the ability to build strong ties in the community while also educating families on the GET program and WA529 offerings.

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



Competitive Solicitation No: 25RQ272 – **WA529 MARKETING YOUTH SPORTS SPONSORSHIP ADMINISTRATION**

EXHIBIT C – BID PRICE

BIDDER: TeamSnap, Inc.

All project costs must be necessary and reasonable and in accordance with the youth sports sponsorship program. Disallowed costs are those charges to the Contractor that WSAC or its representative determines not to be allowed in accordance with the conditions contained in this Agreement.

Wherever possible, the Contractor must make efforts to streamline the programmatic and administrative activities and services listed in this section by minimizing duplication and effectively using information technology to improve services and leveraging resources across programs.

The maximum total bid cost for the services indicated is seventy-five thousand dollars (\$75,000) annually (if renewed). WSAC does not represent or guarantee any minimum purchase from the Contract.

The following limitations apply to funds awarded:

- Disallowed Costs: Any cost or costs that are not specifically identified in this document. WSAC may elect to not pay a portion or portions of an invoice if a disallowed cost is submitted. A disallowed cost can also be a cost that does not have the proper backup documentation, and any cost that has a backup documentation requirement will not be paid until that documentation is produced.
- Allowable Costs:
 - Administrative fees:
 - Salaries, advertising costs, sponsorships, design, print, etc.
 - Marketing and Outreach

Instructions:

1. Bidder must complete all columns/rows in table below.
2. Bidder must enter your cost proposal for contractual services as listed below.

Columns left blank may be deemed nonresponsive and will not continue further in the process.

Required Information (do not add or alter table columns/rows)

Budget Table

Allowable Cost Category Description	Allowable Cost Sub-Category Description	Cost Category Total
Administration fees (salaries, design, printing, hard costs, etc.)	15,000	\$15,000.00
Marketing & Outreach (placed advertising costs, league sponsorship fees, etc.)	60,000	\$60,000.00
	TOTAL:	\$75,000.00



MARKETING AGREEMENT 2024 CAMPAIGN

This MEDIA AND MARKETING AGREEMENT ("Agreement") is made as of May 7, 2024 ("Effective Date"), by and between TeamSnap, Inc., a Delaware corporation ("TeamSnap"), with principal offices at 2045 W Grand Ave., Ste B PMB 23554, Chicago, IL 60612-1577 and Washington 529 ("Client"), located at 917 Lakeridge Way SW. P.O. Box 43450. Olympia, WA. Collectively, TeamSnap and Client (the "Parties") make up all parties to this Agreement.

RECITALS

1. WHEREAS, TeamSnap is a provider of team management software and applications for sports organizations and operates a specialized marketing service that connects brands to their target markets through youth and local sports sponsorships, advertising and marketing,
2. WHEREAS, Client is a College Savings 529 Plan headquartered in Olympia, WA.
3. WHEREAS, Client wishes to avail itself of the marketing opportunity presented by TeamSnap, and TeamSnap desires to assist Client in said marketing campaign in accordance with the terms and conditions of this Agreement.

Accordingly, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Defined Terms. Terms defined in the preamble of this Agreement have their assigned meaning, and the following terms have the meanings assigned to them:

1.2 "League Assets" means Client's marketing opportunities with an Organization that result from TeamSnap's Services pursuant to a Campaign, such as web banners on league websites, logos on jerseys, banners at parks and fields, and dedicated email communications and social media posts from an Organization.

1.3 "App Assets" means Client's digital marketing opportunities such as banners, native and native video in mobile and web applications, banners or sponsorship in email communications, and digital sponsorship in mobile and web



1.4 “Organization” means the respective 12 local organizations or leagues surrounding Client that TeamSnap will contact and provide necessary communications with to properly market the Assets on behalf of Client.

ARTICLE 2 DESCRIPTION OF SERVICES

2.1 Vetting Organizations. TeamSnap will find and communicate with vetted Organizations to ensure successful sponsorships. Sponsorships will only take place at Organizations that are able to fulfill College Savings 529 Plan category exclusivity for Client.

2.2 Implementing the Assets. TeamSnap will provide the necessary communications with the Organizations to effectively install the proper Assets starting in the month prior to the Winter 2024-25 and Spring 2025 seasons. Client will be sponsoring Organizations within target regions of Washington state provided by WA529. .

2.3 Scope of Work. A detailed description of TeamSnap’s and Client’s obligations under this Agreement and timeline are attached hereto as Exhibit A which is hereby incorporated by reference.

ARTICLE 3 COMMUNITY IMPACT

3.1 Community Impact. Proceeds from TeamSnap campaigns help Organizations reduce the cost of youth sports. Client and TeamSnap are making youth sports more accessible by making participation more affordable.

ARTICLE 4 DURATION OF SERVICES

4.1 Services Schedule. Upon execution of this Agreement, TeamSnap’s marketing services will begin. The Assets will be installed as soon as reasonably possible before the start of the Winter 2024-25 and Spring 2025 seasons (Organization dates vary) and will run for the duration of said seasons.

ARTICLE 5 PURCHASE PRICE & ASSET SEVERABILITY

5.1 Purchase Price. In consideration of the marketing services set forth in Article 2, Client agrees to pay TeamSnap \$75,000 (the “Purchase Price”) due according to the payment schedule found in exhibit A..

Checks can be made payable to:



TeamSnap
Attn: Accounting
2045 W Grand Ave
Ste. B PMB 23554
Chicago, IL
60612-1577

As the provision of services may commence upon the execution date, and to avoid any disruption in the deliverables and services outlined in this Agreement, the Parties agree that payments due under this Agreement shall not be delayed due to billing arrangements or provisions for payment between agencies of record and their clients.

5.2 Asset Severability. Occasionally, complications will arise when working with the Organizations, and certain Assets may not be implemented Assets. TeamSnap cannot guarantee that every Asset will be implemented. Any unimplemented Asset is the responsibility of TeamSnap and will be reimbursed in the form of a discounted Asset in a future agreement between the Parties. Any unimplemented Asset in this Agreement is therefore severed and will not affect the overall Purchase Price of the Agreement.

5.3 Impossibility. Neither Party hereto shall be in breach of its performance under this Agreement to the extent it is prevented from meeting its stated obligations as a result of any federal, state, or local government action taken in direct response to the ongoing COVID-19 pandemic, provided that any Party so impacted provides the other Party with prompt written notice thereof, within 10 days after first gaining knowledge of such action.

ARTICLE 6 DISCLAIMERS & CONSENT

6.1 Services Disclaimer. TeamSnap shall only be responsible for services described in Article 2. TeamSnap will provide its services in good faith, but makes no guarantees on the impact such services will have on Client's business or sales.

6.2 Trademark and Trade Name. Client consents to the use of its trademark, trade name, and waives any potential intellectual property violations for purposes of the services referred to in this Agreement.

6.3 Non-Circumvention. During the Term and for a period of two (2) years following the termination or expiration of this Agreement, it shall not solicit, work with, or otherwise attempt to sponsor any Organization which maintains a pre-existing relationship with TeamSnap except (i) through TeamSnap's Services pursuant to a Proposal under this Agreement or (ii) with written consent of TeamSnap to be given or withheld in TeamSnap's sole discretion.

ARTICLE 7



MISCELLANEOUS

7.1 Merger. This Agreement represents the entire agreement in relation to the campaign between the Parties, superseding all previous negotiations or agreements.

7.2 Governing Law & Forum Selection Clause. This Agreement is being executed and delivered in the state of Pennsylvania and shall be governed by, construed, and enforced in accordance with the laws of the state of Pennsylvania. Any dispute or other legal action concerning this Agreement, including any arbitration or litigation proceedings shall be conducted in Pennsylvania.

7.3 Severability. If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the parties.

7.4 Liability. TeamSnap shall not be liable to Client for any actions or omissions of an Organization, including such Organization's representatives or for any claims or allegations that any Client materials or Client intellectual property or any instruction, information, designs, specifications, or other materials provided by Client to TeamSnap infringe on any third party's intellectual property rights.



ARTICLE 8
SIGNATURES

To evidence this Agreement between the Parties, they have executed and delivered it on the Effective Date set forth in the preamble.

Washington 529

TEAMSnap INC.

Signature

Signature

Name (Printed)

Name (Printed)

Title

Title

Date

Date

Company Accounts Payable Contact

Company Accounts Payable Contact E-mail

Company Accounts Payable Contact Phone #

Company Accounts Payable Address



EXHIBIT A

Form of Proposal

1. Effective date	May 7, 2024
2. Services:	<p>A) <u>Vetting Organizations</u>. TeamSnap will find, vet, and communicate with Organizations to facilitate sponsorships. Sponsorships will take place at Organizations that are able to fulfill College Savings 529 Plan category exclusivity sponsorships for Client.</p> <p>B) <u>Location</u>. Client will sponsor Organizations within the following Washington state target counties; Pierce, Clark, Yakima, Spokane, Snohomish, and King.</p> <p>C) <u>Generating the League Assets and/or App Assets</u>. Once the Organizations are determined, TeamSnap will arrange with the Organizations to generate the League Assets and/or the App Assets as described below starting in the month or weeks prior to the Winter and Spring 2025 campaigns.</p>
3. Campaign¹:	<p>TeamSnap Assets</p> <p>TeamSnap guarantees delivery of 2,431,250 App Impressions November 2023 through May 2023. The App Impressions will be distributed amongst the following assets:</p> <ul style="list-style-type: none"> • App Double Play Banner

¹ For all App Assets, the following additional terms and conditions shall apply:

- (a) *5 business days creative lead time required. Start date and impressions are subject to change if delivered late; (b) TeamSnap may shift impressions to other placements in order to improve performance, which change to be made writing and approved by the other party in writing, including email; (c) App Assets are governed by law in accordance with 4's/IAB Standard Terms and Conditions Version 3 designed for Media Buys One Year or Less that are currently available at https://www.iab.com/wp-content/uploads/2015/06/IAB_4As-tsandcs-FINAL.pdf. Each party acknowledges that it has read, and agrees to be bound by these provisions.



	<ul style="list-style-type: none"> ○ Spec size is 300x250 ● App Interstitial <ul style="list-style-type: none"> ○ Spec size is 320x480 ● App Banner <ul style="list-style-type: none"> ○ Spec size is 320x50 <p>League selection will be from leagues located within Spokane, Yakima, Clark, Pierce, Snohomish and King Counties that are mutually agreed upon by TeamSnap and Client that will provide College Savings 529 Plan exclusivity. Amongst the twelve (12) leagues sponsored, Client will be entitled to:</p> <ul style="list-style-type: none"> ● Two hundred forty (240) players with game jersey logos <ul style="list-style-type: none"> ○ Logo placement is on either the front, back or sleeve of jerseys ○ Client will be sent proofs of jersey images ahead of production ● Twelve (12) game signage <ul style="list-style-type: none"> ○ Banners are 4'x6' or 4'x8' and are placed in highly trafficked areas at league facilities ● Twenty-Four (24) digital communications <ul style="list-style-type: none"> ○ Two (2) per league partner per season ○ Written from the perspective of the commissioner ○ Emails deployed to parents of team registrants ○ Social media posted to the account of the youth sports league ● Twelve (12) web banners <ul style="list-style-type: none"> ○ One (1) per league sponsored ○ For the duration of the season, TeamSnap shall require each league to display the client's web banner on the sponsor's website that can be hyperlinked to a site/landing page of the client's choosing ● College Savings 529 Plan exclusivity <ul style="list-style-type: none"> ○ The client will be the exclusive College Savings 529 Plan sponsor amongst youth sports league partners unless the client provides approval otherwise ● Survey - Brand Lift Study (on-site) <ul style="list-style-type: none"> ○ TeamSnap will administer surveys to the families in the sponsored organizations pre and post-season, where the post-season survey is administered within 30 days of the end of the
--	---



	<p>season. Survey results will be provided to the client within 30 days of the survey close.</p> <ul style="list-style-type: none">○ Surveys will be 3 questions measuring<ul style="list-style-type: none">■ Awareness or favorability■ Community impact■ Testimonials
<p>4. Fees:</p>	<p>Total Due: \$75,000</p> <p>Payment Schedule</p> <ul style="list-style-type: none">● \$25,280 due February 28th, 2025● \$27,220 due April 30th, 2025
<p>5. Term:</p>	<ul style="list-style-type: none">a) The initial term of this SOW begins on the SOW Effective Date and expires on May 31, 2025 (the “SOW initial term”)b) The SOW Initial Term and any SOW Renewal Term shall be referred to collectively as the “SOW Term”.c) This SOW is subject to the rights of termination, first refusal, and/or renewal options as set forth in this SOW or the Agreement

TeamSnap, Inc.

By _____

Name:

Title:



Washington 529

By_____

Name:

Title:

Company Accounts Payable Address

Company Accounts Payable Contact

Company Accounts Payable Contact Email

Company Accounts Payable Contact Phone
Number