

**Sole Source
Between the
State of Washington
Office of Financial Management
and
Plante Moran, PLLC
Contract Number K4338**

This Contract (K4338) is made and entered by and between the State of Washington (“State”), Office of Financial Management (“OFM”), and Plante & Moran, PLLC (“Contractor”), for specific ERP (Enterprise Resource Planning) support services for the One Washington activities. The State and Contractor agree as follows:

1. PURPOSE

The Office of Financial Management (OFM), Enterprise Data Management and Analytics team within the Information Technology Services Division, needs project management, design, and implementation resources for the business design of the Enterprise Data Warehouse (EDW). The EDW will consist of core data from the OneWA ERP implementation of financial, budget, payroll, human services, procurement data into a cloud-based data warehouse provider to meet OFM’s enterprise obligation for data and reporting of the enterprise data for all agencies. The centralized cloud-based data hub (data warehouse, data repository, data lake) will integrate with data visualization and analysis tools. Specifically, OFM wishes to establish processes, structures and workflows that regularly extracts finance data from their Workday installation into a Snowflake based Enterprise Data Warehouse, and further, to be able to report against that data in a manner which is similar and familiar to existing end users.

The first phase of the EDW will support financial reporting that currently supports state agencies. Project and technical implementations resources will provide implementation data warehouse design for Washington financial standards taking into consideration current AFRS data warehouse and the mapping of current Chart of account (COA) elements to current Workday Foundational Data Model (FDM) elements.

2. SCOPE OF WORK

- a. Exhibit A, attached hereto and incorporated by reference, contains the General Terms and Conditions governing work to be performed under this contract, the nature of the working relationship between the AGENCY and the CONTRACTOR, and specific obligations of both parties.
- b. The CONTRACTOR will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below: This agreement and the accompanying Professional Services Agreement, the terms of which are incorporated into this engagement agreement, confirm the nature, limitations, and terms of the services we will provide to Client.

Phases 1 and 2: Discover and Plan: Discover is focused on understanding the current data and reporting environments – what works and what doesn’t, then using that to envisage what a desired future phase might look like.

Data Governance Relaunch

With all the preparations completed, our teams will set out to put the new data governance practice into action within your organization with a pilot project. The purpose of the pilot is to get a trial run for the new data governance structure that we've developed and better understand how potential technology will be used and support that effort.

A comprehensive, but not exhaustive, list of the tasks included in the pilot will include identifying data stewards and data owners for the domain, cataloging relevant data sources, building out a business glossary of relevant terms, standing up or implementing any technology identified, and evaluating some initial data quality rules. The Plante Moran team will focus on mentoring OFM personnel throughout.

The pilot needs to be focused and narrow in scope to ensure completion within the allotted timeframe. This will allow us to derive value and begin the feedback and iteration process quickly. The feedback process is where key learnings can be applied to improve outcomes for the next engagement.

Activities:

- Identify and train data stewards and data owners
 - Ensure they are familiar with the responsibilities of the role
- Catalog relevant data sources
- Assist stewards in curating technical metadata
- Build out the business glossary
- Develop initial data quality rules

Documentation and Continued Support

We will work to ensure that all documentation created during the engagement is reviewed, updated, and finalized. During this time, we will coordinate with OFM's personnel to get insight and feedback to ensure the documentation can be most easily leveraged as collateral for future data governance efforts.

During the weeks following the pilot project, the Plante Moran Data Governance team will continue to engage and support OFM in expanding data governance efforts. This time allows us to revisit any components of the engagement to review or move forward with the roadmap depending on the comfort level of the OFM's governance team.

We will also do a thorough "lessons learned" session where we review the POC, determine what worked well and what needs to be tweaked or changed going forward. We recommend this kind of feedback evaluation be repeated regularly as the governance initiative grows to keep it aligned with the core mission, charter and purpose.

Of course, support from Plante Moran doesn't end at the conclusion of this engagement. We are committed to the long-term success of all our clients and will continue to be available for support and new engagements in the future.

Testing and Iterations

During development, a comprehensive testing strategy will be developed. Unit, System, and User Acceptance testing can be incorporated into these testing iterations. UAT will be completed within sprint cycles, ensuring that the completed piece of work matches the requirements defined in acceptance criteria. Defects and bugs will be identified and addressed in a timely fashion, ensuring the acceptance criteria is met.

Deliverables will include a comprehensive test plan, providing a structured framework for quality assurance throughout the project lifecycle. Additionally, a meticulously maintained test

log will be generated to document all test activities, including test cases, results, and any identified defects.

Furthermore, an incident report matrix will be established to track and address any unexpected issues, facilitating a swift and systematic response to incidents as they occur. These deliverables are fundamental to ensuring the project's success, assuring the highest level of quality and reliability in the final product.

Throughout the Build phase, the goal will be to create the MVP (Minimum Viable Product.) During that phase, however, there will be items that require additional deep dives, or items that are identified as areas that can be improved in a future state. As such, these items will invariably be identified during the initial Build cycles and will be entered into the project management backlog. Post MVP and as part of the support phase of the engagement, these items will be refined and scoped, and can be implemented during a secondary build cycle.

Support

Support hours will be used to ensure the system runs smoothly and operationally, both prior to and after the anticipated go-live in July 2025. Hours here can be used to enhance the MVP and accommodate additional requests and features as agreed to between the project managers from both sides.

Snowflake Support and Operations

Plante Moran will provide roughly 20 hours a month of ongoing support over the duration of 24 months. Support will include day-to-day database administration such as user account maintenance, ongoing security configuration support, metadata management, process optimizations, query performance tuning, troubleshooting and mentoring. Additional tasks may include assisting with ETL/ELT pipelines that integrate with Snowflake, workflow monitoring, ongoing identity and access management including user provisioning and deprovisioning, resource optimizations, query advising, automated Snowflake pushed upgrades/patching related release notes consultation on features Snowflake added/deprecated, and rearchitecting complex queries. We will also proactively monitor and analyze usage metrics to identify opportunities to improve performance and efficiency. Plante will provide recommendations to ensure WA-OFM follows Snowflake best practices and keeps the implementation optimized as usage patterns evolve.

Data and Reporting Support

Should any data or reporting issues arise, any new or amended requirements, or data element changes that need to be addressed or added into the scope, these items will be discussed and prioritized to ensure we remain adaptable, agile, flexible and responsive to issues identified throughout the project.

Post-MVP, this will allow for future iterations and build cycles. This can encompass phases such as Continuous Improvement, allowing the team to revisit earlier phases and address areas for optimization. The scope may also include any reporting or UI enhancements, data or ETL enhancements, addressing options for automation, etc. This support phase is scheduled for a duration of 24 months, encompassing a dedicated allocation of 960 hours for enhancements and maintenance activities.

3. PERIOD OF PERFORMANCE

The period of performance under this contract will be October 23, 2023, or date of execution, whichever is later, through October 31, 2025, or a date mutually agreed upon by the AGENCY and the CONTRACTOR. AGENCY may opt to extend this contract for an additional four (4) times in up to twelve (12) month increments.

4. COMPENSATION

Total compensation payable to CONTRACTOR for satisfactory performance of the work under this contract shall not exceed One Million Seven Hundred Sixty-Six Four Hundred dollars (\$1,766,400) including all travel and per diem expenses. OFM will pay \$76,800 per month for the 23 months the contract is in effect.

The table below specifies the activities that will be performed throughout the project’s lifecycle. These activities occur over multiple months and the dates below illustrate the expected completion date of each activity.

Phase	Task	Hours	Rate	Cost	End Date
Discover and Plan	Data Governance Strategy	113	\$300	\$33,900	12/31/2023
Discover and Plan	Report Requirements and Wireframing	177	\$300	\$53,100	4/30/2024
Discover and Plan	Data Requirements and Analysis	320	\$300	\$96,000	5/31/2024
Build	Snowflake Configuration	240	\$300	\$72,000	1/31/2024
Build	Snowflake Security	167	\$300	\$50,100	1/31/2024
Build*	Initial Data Extraction from Workday	100	\$300	\$30,000	6/30/2024
Build*	Data ETL	813	\$300	\$243,900	6/30/2025
Build	Report Development	427	\$300	\$128,100	3/30/2025
Build and Evolve	Data Governance Implementation Support	263	\$300	\$78,900	5/31/2025
Build and Evolve	Testing and Iterations	227	\$300	\$68,100	8/30/2025
Project Architecture	Project Architect	613	\$300	\$183,900	8/30/2025
Support	Snowflake Support & Operations (24m)	500	\$300	\$150,000	8/30/2025
Support	Data and Reporting Support (24m)	980	\$300	\$294,000	8/30/2025
Build Improvements	Improvements based on agency requests	948	\$300	\$284,400	5/31/2025
	Total			\$1,766,400	

*These dates are dependent upon receiving data from Workday. Delays in receiving data will impact the ability to build and test the reports.

5. STATEWIDE VENDOR REGISTRATION

Contractors are required to be registered in the Statewide Vendor Payment system, <https://ofm.wa.gov/it-systems/accounting-systems/statewide-vendorpayee-services/vendor-payee-registration>), prior to submitting a request for payment under this Contract. No payment shall be made until the registration is completed.

6. BILLING PROCEDURE AND PAYMENT

AGENCY will pay CONTRACTOR upon acceptance of service provided and receipt and approval of a properly completed invoice, which shall be submitted to the Contract Manager.

The invoice shall describe and document, to the AGENCY’S satisfaction, a description of the work performed and the fees. The invoice shall include reference to OFM Contract No.K. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

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

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

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

7. CONTRACT MANAGEMENT

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

CONTRACTOR Contract Manager Information:	AGENCY Contract Manager Information:
Name	Name
Address	Address
Address	Address
Phone:	Phone:
e-mail address:	e-mail address:

8. CONTRACT AMENDMENTS

With the exception of administrative changes, the contract may be changed, modified or amended only by written agreement executed by both parties. In the case of administrative changes, both parties agree that changes can be memorialized by letter.

9. INSURANCE

The CONTRACTOR shall provide insurance coverage, which shall be maintained in full force and effect during the term of this contract, as follows:

- a. Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence.

Additionally, the CONTRACTOR is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

- b. Automobile Liability. In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the CONTRACTOR, automobile liability insurance shall be required. The minimum limit for automobile liability is:

\$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

- c. The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies.

All policies shall be primary to any other valid and collectable insurance. CONTRACTOR shall instruct the insurers to give AGENCY thirty (30) calendar days advance notice of any insurance cancellation.

CONTRACTOR shall submit to AGENCY within fifteen (15) calendar days of the contract effective date, a certificate of insurance that outlines the coverage and limits defined in the Insurance section. CONTRACTOR shall submit renewal certificates as appropriate during the term of the contract.

10. RESPECTFUL WORK ENVIRONMENT

AGENCY is committed to creating and maintaining a work environment where all people are treated with respect, civility, and dignity, and so has established a Respectful Work Environment policy, captured in OFM Policy #2.37 (incorporated by reference). CONTRACTOR agrees to treat with respect all AGENCY employees and other AGENCY contractors. Examples of inappropriate and unacceptable behaviors which are considered disrespectful include, but are not limited to:

- Yelling, repeated emotional outbursts, berating others, or using a harsh tone of voice;
- Criticizing or talking down to others in front of a group or using a condescending tone;
- Excluding or ostracizing staff/contractors in work-related activities, ignoring others, or giving "silent treatment" that is repeated and ongoing;
- Withholding pertinent work-related information or undermining another's work by not giving them enough information to do what is required of them;
- Gossiping or spreading rumors;
- Making threats;
- Bullying or harassing, per the definitions found in OFM Policies #2.07 and #2.36 (available upon request); or
- Any malicious behavior a reasonable person would find unprofessional, disturbing, or

harmful as defined under Chapter 49.60 RCW.

CONTRACTORS found to have exhibited any inappropriate and/or unacceptable behavior shall be subject to having their contract(s) suspended or terminated, notwithstanding the Termination for Cause language in Exhibit A to this agreement. In addition, should CONTRACTOR'S staff behave in a way contrary to this clause, CONTRACTOR will be required to cure the behavior in a manner as approved by AGENCY, up to and including substituting such staff with other, equally-qualified staff.

11. ASSURANCES

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

12. DES FILING REQUIREMENT

The provisions of Chapter 39.26 RCW require the agency to file this sole source contract with the Department of Enterprise Services (DES) for approval. The effective date of this contract is upon DES approval of the contract, the tenth (10th) working day after it is filed with DES, or as agreed between the parties, whichever is later.

13. ORDER OF PRECEDENCE

In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- This basic contract instrument
- Exhibit B – Statement of Work
- Exhibit A – General Terms and Conditions
- Any other provision, term or material incorporated herein by reference or otherwise incorporated

14. ENTIRE AGREEMENT

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

15. CONFORMANCE

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

16. APPROVAL

This contract shall be subject to the written approval of the AGENCY'S authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

NAME OF CONTRACTOR

OFFICE OF FINANCIAL MANAGEMENT

Signature

Signature

Title

Date

Title

Date

Contractor Information:

Did you retire from a Department of Retirement Systems (DRS) covered employer under the Early Retirement Factors (ERF) 2008?

Yes No

SUPPLIER DIVERSITY QUESTIONNAIRE

OFM is committed to increasing opportunities for small and diverse business to contract with the State.

SMALL BUSINESS

Is your business registered in WEBS (Washington Electronic Business Solution) as a Small Business? Yes No

If not registered in WEBS, are you a *Small Business, per RCW 39.26.010(22a)* (see below)? Yes No

*go to [WEBS \(wa.gov\)](http://WEBS.wa.gov) to register or email joe.norwood@des.wa.gov for assistance

Small Business means an in-state business, including a sole proprietorship, corporation, partnership, or other legal entity, that:

- (a) Certifies, under penalty of perjury, that it is owned and operated independently from all other businesses and has either:
 - (I) Fifty or fewer employees; or
 - (II) A gross revenue of less than seven million dollars annually as reported on its federal income tax return or its return filed with the department of revenue over the previous three consecutive years; or

DIVERSE BUSINESS

Is your business certified with the Washington State Office of Minority & Women's Business Enterprise (OMWBE)? If yes, provide your Certification number: _____

If not certified, is your business at least 51% owned by a minority, woman, or socially and economically disadvantaged individual? Yes No

*go to [Certification | Office of Minority and Women's Business Enterprises \(wa.gov\)](#) to apply for certification or email timolina@omwbe.wa.gov for assistance

Is your business certified with the Department of Veteran's Affairs (DVA)? If yes, provide your Certification number: _____

If not certified with DVA, is your business at least 51% owned and controlled by a Veteran of any branch of the United States armed forces? Yes No

*email heidia@dva.wa.gov for assistance with registering with DVA

SUBCONTRACTORS

Will you be utilizing subcontractors that are certified with OMWBE? Yes No

*If your subcontractor is interested in OMWBE certification please direct them to [Certification | Office of Minority and Women's Business Enterprises \(wa.gov\)](#) to apply for certification or email timolina@omwbe.wa.gov for assistance

EXHIBIT A -

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

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

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

2. ACCESS TO DATA

In compliance with RCW 39.26.180(2), the CONTRACTOR shall provide access to data generated under this contract to AGENCY, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the CONTRACTOR'S reports, including computer models and methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

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

4. AMENDMENTS

With the exception of administrative changes, this contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. In the case of administrative changes, both parties agree that changes can be memorialized by letter.

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

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

6. ASSIGNMENT

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

7. ATTORNEYS' FEES

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

8. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

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

9. CONFLICT OF INTEREST

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

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

10. COPYRIGHT PROVISIONS

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

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

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

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

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

11. COVENANT AGAINST CONTINGENT FEES

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

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

12. DEBARMENT: CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS

- a. Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - 2) Have not within a three-year period preceding this Contract, 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 or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - 4) Have not within a three-year period preceding the signing of this Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.
- b. Where the Contractor is unable to certify to any of the statements in this Contract, the Contractor shall attach an explanation to this Contract.
- c. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by AGENCY.
- d. The Contractor further agrees by signing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- 1) The lower tier contractor certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - 2) Where the lower tier contractor is unable to certify to any of the statements in this Contract, such contractor shall attach an explanation to this Contract.
- e. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact AGENCY for assistance in obtaining a copy of these regulations.

13. DISALLOWED COSTS

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

14. DISPUTES

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

- a. The request for a dispute hearing must:
 - Be in writing;
 - State the disputed issue(s);
 - State the relative positions of the parties;
 - State the CONTRACTOR'S name, address, and contract number; and
 - Be mailed to the DIRECTOR and the other party's (respondent's) contract manager within 3 working calendar days after the parties agree that they cannot resolve the dispute.
- b. The respondent shall send a written answer to the requester's statement to both the agent and the requester within 5 working calendar days.

- c. The DIRECTOR shall review the written statements and reply in writing to both parties within 10 working days. The DIRECTOR may extend this period if necessary by notifying the parties.
- d. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

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

15. DUPLICATE PAYMENT

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

16. GOVERNING LAW

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

17. INDEMNIFICATION

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

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

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

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

18. INDEPENDENT CAPACITY OF THE CONTRACTOR

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

19. INDUSTRIAL INSURANCE COVERAGE

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

20. LICENSING, ACCREDITATION AND REGISTRATION

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

21. LIMITATION OF AUTHORITY

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

22. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

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

23. NONDISCRIMINATION

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

24. PRIVACY

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

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

25. PUBLICITY

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

26. RECORDS MAINTENANCE

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

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

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

27. REGISTRATION WITH DEPARTMENT OF REVENUE

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

28. RIGHT OF INSPECTION

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

29. SEVERABILITY

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

30. SITE SECURITY

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

31. SUBCONTRACTING

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

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

32. TAXES

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

33. TERMINATION DUE TO CHANGE IN FUNDING

If the funds AGENCY relied upon to establish this Contract are withdrawn or reduced, or if additional or modified conditions are placed on such funding, AGENCY may immediately terminate or suspend this Contract by providing written notice to the Contractor. The termination shall be effective no later than the end of the week within which notice was provided.

34. TERMINATION FOR CAUSE

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

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

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

The rights and remedies of the AGENCY provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

35. TERMINATION FOR CONVENIENCE

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

36. TERMINATION PROCEDURES

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

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

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

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

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

the possession of the CONTRACTOR and in which the AGENCY has or may acquire an interest.

37. TREATMENT OF ASSETS

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

38. U.S. Department of Treasury, Office of Foreign Assets Control

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

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

39. WAIVER

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

40. WAGE THEFT CERTIFICATION

CONTRACTOR certifies by signing this agreement that, to the best of its knowledge and belief, they have 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 chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced procurement solicitation date.