

**Direct Buy Contract
Between the
State of Washington
Office of Financial Management
and**

This Contract, OFM Contract No. _____, is made and entered into by and between the state of Washington, Office of Financial Management, hereinafter referred to as the "AGENCY" and the below name firm, hereinafter referred to as "CONTRACTOR."

Contractor Name
Address
City, State, Zip Code
Phone
e-mail

1. PURPOSE

Speaker for the 2023 Washington State Diversity, Equity, and Inclusion Empowerment Conference ("Conference").

2. SCOPE OF WORK

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:

- 1) CONTRACTOR shall provide a _____ hour virtual presentation titled _____ on _____ between _____ (Pacific Time).
 - 2) CONTRACTOR warrants that the CONTRACTOR has sufficient knowledge, skills and experience for speaking and sharing knowledge with the audience during the Summit on the topic listed above.
 - 3) CONTRACTOR shall provide materials to AGENCY to be used during the Summit for initial review no later than **May 1, 2023**, to WASStateEmployeeDEIConference@ofm.wa.gov.
- b. Final materials will be submitted to conference committee no later than May 1, 2023. CONTRACTOR shall coordinate with Agency regarding the details of their summit presentation, including but not limited to the following:
- 1) CONTRACTOR shall provide presenter bio and headshot for the purpose of introduction to the participants and for published marketing materials.
 - 2) CONTRACTOR warrants they have attended one of the 60-minute presenter info-sessions provided. If not, CONTRATOR, must email organizers at WASStateEmployeeDEIConference@ofm.wa.gov to schedule. "Info-session" means an information session in which AGENCY will be available to answer CONTRACTOR questions.
 - 3) CONTRACTOR is responsible for ensuring all final submitted documents and presentations are made to comply with WCAG 2.0 AA requirements. CONTRACTOR is encouraged to use the [How can you make your presentation accessible](#) resource to prepare their presentations.

Below is a brief checklist of WCAG 2.0 requirements:

- **Headings & Title:** Headings create a hierarchy in the document that a screen reader can follow. You need to set a default document title for a screen reader to be able to scan and read out loud to its user.
- **Hyperlinks:** The Hyperlinks need to have a clearly defined label of the destination of the link so that a screen reader is able to read them out loud when scanning the document.
- **Tables:** There needs to be clear table structures and headers for the screen reader to be able to scan the document.
- **Alt Text:** This allows the screen reader to scan a description of tables, figures, or images that may be on the document
- **Lists:** The built-in formatting tools of Word make it easier for the screen reader to scan the document
- **Color Contrast:** It is important for the document to not use color to convey information because people who are blind, colorblind or who have low vision can miss the information conveyed with the color used.

4) CONTRACTOR shall be responsible for the cost of making materials accessible.

3. DISTRIBUTED MATERIALS

- a. If CONTRACTOR distributes materials to the Conference participants, CONTRACTOR hereby grants non-exclusive permission to the AGENCY to use, reproduce, transcribe, or distribute, such materials that CONTRACTOR provides with their presentation, in whole or in part, in any form or media, for informational or educational purposes as determined by AGENCY. CONTRACTOR understands that, except as otherwise stated herein, CONTRACTOR retains any copyright or other rights held by them.
- b. CONTRACTOR warrants that they hold the rights to the presentation materials or have obtained the necessary permissions and licenses to use in this presentation any materials for which they do not hold the rights, that distributing this material does not infringe on any rights of others. CONTRACTOR hereby releases AGENCY from any liability arising out of its use of their presentation materials that is carried out in accordance with the rights granted herein.

4. PERIOD OF PERFORMANCE

The period of performance under this contract will be effective upon the date of execution, and shall expire upon completion of the services set forth in Section 2, or a date mutually agreed upon by the AGENCY and the CONTRACTOR.

5. COMPENSATION

Total compensation payable to CONTRACTOR for satisfactory performance of the work under this contract shall not exceed _____ Dollars (\$_____).

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_____.

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	LaTasha Tisdell
Address	128 10 th Ave SW
Address	PO Box 47500
Phone	360.480.5028
e-mail address	latasha.tisdell@ofm.wa.gov

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. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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
- Any other provision, term or material incorporated herein by reference or otherwise incorporated

16. 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.

17. 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.

18. 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

Name, title

Bonnie Lindstrom, Deputy Assistant Director
Legal & Legislative Affairs

Date

Date

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 \(wa.gov\)](http://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