

# Sole Source Notification

## Financial Education

*It is the intent of Washington State to promote open competition and transparency for all contracts for goods and services. In accordance with Department of Enterprise Service (DES) policy #DES-140-00, all intended sole source contracts must be made available for public inspection for a period of not less than fifteen (15) working days before the start date of the contract. This Sole Source Notification satisfies the requirement.*

*This Sole Source Notification is available at the [Office of Superintendent of Public Instruction \(OSPI\) website](#) and at the Department of Enterprise Services, [Washington Electronic Business Solution \(WEBS\) Procurement website](#) under the following commodity codes: **918-06-Administrative Consulting**; **918-12-Analytical/Predictive Studies and Surveys (Consulting)**; **918-20-Business Consulting, Small**; **918-21-Business Consulting, Large**; **918-26-Communications: Public Relations Consulting**; **918-27-Community Development Consulting**; **918-32-Consulting Services (Not Otherwise Classified)**; **918-36-E-Commerce Consulting**; **918-37-Economy Consulting**; **918-38-Education and Training Consulting**; **918-46-Feasibility Studies (Consulting)**; **918-65-Human Relations Consulting**; **918-67-Human Services Consulting (To Include Mental Health Consulting Services)**; **918-75-Management Consulting**; **918-76-Marketing Consulting**; **918-79-Minority and Small Business Consulting**; **918-83-Organizational Development Consulting**; **918-85-Personnel/Employment Consulting (Human Resources)***

*The Financial Education Public-Private Partnership resides within the Office of Superintendent of Public Instruction for administrative purposes only. While OSPI is not a party to this proposed Contract, OSPI is responsible for facilitating the Sole Source Notification process, executing this agreement, and making payment to the Contractor on behalf of FEPPP.*

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The Financial Education Public-Private Partnership (FEPPP) intends to award a \$120,000 sole source contract to Artemis Connection, Inc. for the period of February-June 2025.

The purpose of this contract is to provide FEPPP with continued support with organizational strategy and grant program outreach implementation. The proposed contractor will assist with approved strategic plan execution, goal setting and metrics framework, financial education grant analysis and draft reporting, and implementation of partnership development pursuant to approved partnership pyramid. The proposed contractor will also develop comprehensive statewide financial education landscape analysis including district financial education requirements, financial education partner presence statewide, teacher and student impact.

Consultants contemplating the above requirements shall submit capability statements detailing their ability to meet the state's requirements **no later than 3:00 pm on February 3, 2025.**

Capability statements must address the following state requirements:

- Experience with public-private partnerships
- Experience with educational boards
- Experience with state government operations
- Experience in project management, data analysis, strategy and operational consulting, Experience in public policy
- Experience with non-profits

In the absence of other qualified sources, and pending approval by the Department of Enterprise Services, it is OSPI's intent to make a sole source award of the contract mentioned above to Artemis Connection, Inc.

Although this Sole Source Notification is not an invitation to bid, if you feel your firm is able to provide the goods or services listed above, you may submit a capability statement to:

Kyla Moore  
Office of Superintendent of Public Instruction  
Email: [contracts@k12.wa.us](mailto:contracts@k12.wa.us)

*In accordance with DES Sole Source policy process #PRO-DES-140-00A, the following documents are attached:*

- *Attachment 1 – A copy of the Sole Source Contract Filing Justification*
- *Attachment 2 – A copy of the proposed draft sole source contract in significantly final form*

## Attachment 1 – Sole Source Contract Filing Justification

### Specific Problem or Need

- *What is the business need or problem that requires this contract?*  
In the 2022 legislative session Second Substitute Senate Bill (2SSB) 5720 passed, which required the Financial Education Public-Private Partnership (FEPPP) to develop, implement and measure progress for a statewide financial education grants. FEPPP currently lacks capacity and particular skillsets to carry out the mandate to the fullest. Due to the time sensitive nature of the work, FEPPP must contract support. This contract will ensure FEPPP has the ability to fulfill its legislative mandate.

### Sole Source Criteria

- *Describe the unique features, qualifications, abilities or expertise of the contractor proposed for this sole source contract.*  
Artemis Connection has been partnered with FEPPP for the past several years. They are therefore uniquely aware of the program due to heavy participation in the evolution of FEPPP's operations and programs, research, participation in strategic planning, presentations at trainings, financial fellow program development, and other offerings.

The proposed Contractor is well-versed in data tools and web-based information gathering tools which can save significant time in compiling and gathering the necessary data. Their experience with curriculum, instruction, assessment, professional development, and extensive knowledge in K-12 education, means less time getting up to speed. Additionally, the contractor has personal and professional experience in program/project development.

- *What kind of market research did the agency conduct to conclude that alternative sources were inappropriate or unavailable? Provide a narrative description of the agency's due diligence in determining the basis for the sole source contract, including methods used by the agency to conduct a review of available sources such as researching trade publications, industry newsletters and the internet; contacting similar service providers; and reviewing statewide pricing trends and/or agreements.*

FEPPP staff consists of an Executive Director, Director, part time Associate Director of Financial Education, Special Population Program Specialist, K-8 Program Specialist and 1.5 administrative staff. The FEPPP Director assists in development and integration of the financial education grant program and managing program staff which were onboarded Fall 2022. However, FEPPP staff doesn't have the capacity and/or experience to search data, organize strategic planning or project management, which is needed for a statewide landscape analysis to gain an understanding of the financial education landscape and synthesize assessments relating to the grant. This information will be shared with partners and the legislature to get better insight of how and where financial education is being implemented around the state. Artemis has been a partner of FEPPP for several years and understands the program as well as fulfilled their contractual obligation assisting with the initial grant build and did extensive research on assessment models which have been used for grant implementation. They have expertise in program development particularly in sudden program growth. They have a diverse staff with diverse skillsets that can meet the needs of the uniqueness of FEPPP.

- *As part of the market research, include a list of statewide contracts review and/or businesses contacted, date of contact, method of contact (telephone, mail, e-mail, other), and documentation demonstrating an explanation of why those businesses could not or would not, under any circumstances, perform the contract; or an explanation of why the agency has determined that no businesses other than the prospective contractor can perform the contract.*

Review of the Department of Enterprise Services list of 34 approved vendors for Business Consulting Services (statewide contract 01620) did not reveal any organizations with the presence in Washington State or the knowledge of financial education policy and implementation in Washington State. Additionally, feedback from committee members and partners about Artemis Connection past support and commitment to improving K-12 financial education was positive.

- *Per the Supplier Diversity Policy, DES-090-06: was this purchase included in the agency's forecasted needs report?*

Yes.

- *Describe what targeted industry outreach was completed to locate small and/or veteran-owned businesses to meet the agency's need.*

The proposed Contractor's WEBS profile indicates they are a Washington small business.

- *What considerations were given to unbundling the goods and/or services in this contract, which would provide opportunities for Washington small, diverse, and/or veteran-owned businesses. Provide a summary of your agency's unbundling analysis for this contract.*

The proposed Contractor's WEBS profile indicates they are a Washington small, woman-owned business.

- *Provide a detailed and compelling description that includes quantification of the costs and risks mitigated by contracting with this contractor (i.e. learning curve, follow-up nature).*

FEPPP has determined that the contractor's experience with curriculum, instruction, assessment, professional development, extensive knowledge in K-12 education, the agency's grant system, and previous partnership with FEPPP on this project specifically, means they will be able to commence work immediately, resulting in cost savings and risk mitigation for the agency.

- *Is the agency proposing this sole source contract because of special circumstances such as confidential investigations, copyright restrictions, etc.? If so, please describe.*

No.

- *Is the agency proposing this sole source contract because of unavoidable, critical time delays or issues that prevented the agency from completing this acquisition using a competitive process? If so, please describe. For example, if time constraints are applicable, identify when the agency was on notice of the need for the goods and/or service, the entity that imposed the constraints, explain the authority of that entity to impose them, and provide the timelines within which work must be accomplished.*

No.

- *What are the consequences of not having this sole source filing approved? Describe in detail the impact to the agency and to services it provides if this sole source filing is not approved.*

If this contract is not approved, FEPPP will not be able to deliver a comprehensive grant program analysis, next steps of our strategic plan execution or fulfill a much needed financial education landscape analysis to report to the legislature and meet expectations of the FEPPP Board.

## Reasonableness of Cost

- *Since competition was not used as the means for procurement, how did the agency conclude that the costs, fees, or rates negotiated are fair and reasonable? Please make a comparison with comparable contracts, use the results of a market survey, or employ some other appropriate means calculated to make such a determination.*

FEPPP determined the cost of the proposed contract is comparable to other contractors on the DES Statewide Contract for Business Consulting Services. Due to being a continuation of work under the previous contract, this contract is \$30,000 less than last year's \$150,000 contract.

## Attachment 2 – Proposed Draft Sole Source Contract

*See next page*

**CONTRACT FOR SERVICES**  
**Contract No. 20250483**

between

**FINANCIAL EDUCATION PUBLIC-PRIVATE PARTNERSHIP**  
(hereinafter referred to as FEPPP)  
**SUPERINTENDENT OF PUBLIC INSTRUCTION,**  
**STATE OF WASHINGTON**  
(hereinafter referred to as Superintendent/OSPI)  
Old Capitol Building, PO Box 47200  
Olympia, WA 98504-7200

and

**ARTEMIS CONNECTION, INC.**  
(hereinafter referred to as Contractor)  
11700 Mukilteo Speedway  
Mukilteo, WA 98275

Employer Identification #47-3628660  
Unified Business Identifier # 603-493-010

In consideration of the promises and conditions contained herein, FEPPP and Contractor do mutually agree as follows:

**I. RECITALS**

The Financial Education Public-Private Partnership resides within the Office of Superintendent of Public Instruction (hereinafter referred to as OSPI) for administrative purposes only. While OSPI is not a party to this Contract, OSPI Financial Services is responsible for executing this agreement and making payment to the Contractor on behalf of FEPPP, as specified within Section IV.

**II. DUTIES OF THE CONTRACTOR**

**I.A. General Objective.** The general objectives of this contract are as follows:

Contractor shall provide FEPPP with continued support with organizational strategy and grant program outreach implementation. Assist with approved strategic plan execution, goal setting and metrics framework. Assist in financial education grant analysis and draft report. Assist in implementation of partnership development pursuant to approved partnership pyramid. Develop comprehensive statewide financial education landscape analysis including district financial education requirements, financial education partner presence statewide, teacher and student impact.

This contract is a continuation of Year 1 work, which occurred under FEPPP contract # 20230141 and Year 2 work, which occurred under FEPPP contract #20240063.

I.B. **Scope of Work.** In order to accomplish the general objectives of this contract, Contractor shall perform the following specific duties to the satisfaction of the FEPPP Contract Manager:

1. Collaborate with FEPPP team to update organizational dashboard and operational adjustments.
2. Align plan with strategic pillars, set goals and key metrics for measuring progress for each pillar, establish method for tracking quantitative and qualitative progress, deliver progress updates.
3. Create framework for categorizing partners, gather feedback on model. Check points with existing partners on effectiveness of framework.
4. Evaluate Year 1 and Year 2 grant applications. Analyze progress within approved applicants. Draft report for Executive Committee.
5. Additional engagement with financial education research community.
6. Communicate and coordinate regularly with the FEPPP Executive Director (Contract Manager) and FEPPP staff throughout the term of the contract.
7. Comprehensive mapping of partners, providers, district requirements, best practices/policies, and grant recipients then consolidate into a comprehensive dashboard for easy tracking.

I.C. **Deliverables.** The Contractor shall provide the following deliverables to the FEPPP Contract Manager by the dates indicated below:

Deliverable	Due Date
1. Strategic Plan Execution, Goal Setting & Metrics Framework	February 27, 2025
2. Collaborate with FEPPP team and update dashboard	February 15, 2025
3. Create Partnership Framework with Feedback	March 15, 2025
4. Evaluate Year 1 and Year 2 grant applications with analysis and draft report	April 15, 2025
5. Comprehensive Landscape Analysis	June 20, 2025
6. Final progress report to FEPPP	June 30, 2025

I.D. **Accessibility and Brand Compliance.** compliant with the Americans With Disabilities Act and follow the [Web Content Accessibility Guidelines \(WCAG\) 2.0](#), OSPI's formatting standard specified in Attachment B – OSPI Americans with Disabilities Act Compliance: Graphics and Colors, [OSPI's Brand Use Policy](#), and [OSPI's Style Guide](#), which are hereby incorporated by this reference. In the event that the deliverables are not compliant, FEPPP/OSPI may require Contractor to promptly make modifications that will make the deliverables compliant. Additionally, FEPPP/OSPI shall have the right to modify or copy the deliverables in order to make them accessible and/or compliant.

### III. PERIOD OF PERFORMANCE

Contractor shall not commence performance, or be entitled to compensation or reimbursement for any services rendered, prior to the occurrence of each of the following conditions: (1) This Contract must be executed by a representative of the Contractor and the Superintendent; (2) Provisions of Chapter 39.26 RCW require the Agency to file this sole source Contract with the Department of Enterprise Services (DES) for approval; no Contract so filed is effective nor shall work commence under it until the fifteenth (15th) working day following the date of filing, subject to DES approval. In the event DES fails to approve the Contract, the Contract shall be null and void; and, (3) Contract Manager must confirm the occurrence of conditions number one (1) and two (2) and notify the Contractor to commence performance.

The schedule of performance of Contractor's duties is as follows subject, however, to the three (3) prior conditions to commencement of performance set forth immediately above:

February 4, 2025, date of approval by DES, or date of execution, whichever is later, through June 30, 2025.

### IV. INVOICING & PAYMENT

III.A.1. **Compensation Amount.** In consideration of Contractor's satisfactory performance of the duties set forth herein, FEPPP shall compensate Contractor at an hourly rate of two hundred and thirty dollars (\$230) for services rendered, not to exceed a total of one hundred twenty thousand dollars (\$120,000), inclusive of travel and all other contract-related costs. Payment for satisfactory performance shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work, which will cause the maximum payment to be increased.

III.A.2. **Funding Source.** Funds for the payment of this Contract are provided by state dollars.

III.A.3. All expenses necessary to the Contractor's performance of this Contract not specifically mentioned in the Contract shall be borne in full by the Contractor.

III.B.1. **Billing Procedure.** Payment shall be made to the Contractor as follows:

Contractor shall submit invoices to the FEPPP Contract Manager in accordance with the Schedule of Payments set forth below:

SCHEDULE OF PAYMENTS		
Deliverable	Due Date	Payment
1. Strategic Plan Execution, Goal Setting & Metrics Framework 2. Collaborate with FEPPP team and update dashboard	February 27, 2025	\$230/hr.
3. Create Partnership Framework with Feedback	March 15, 2025	\$230/hr.
4. Evaluate Year 1 and Year 2 grant applications with analysis and draft report	April 15, 2025	\$230/hr.
5. Comprehensive Landscape Analysis 6. Final progress report to FEPPP	June 30, 2025	\$230/hr.



**III.B.2. Invoice Requirements.** The invoices shall document to the FEPPP Contract Manager's satisfaction a description of the work performed and payment requested. Within approximately thirty (30) calendar days of the FEPPP Contract Manager receiving and approving the invoice, payment will be mailed or electronically transferred to the Contractor by Agency Financial Services, OSPI.

The invoices must be emailed to the FEPPP Contract Manager and shall include:

- FEPPP Contract number
- Contractor name, address, telephone number, and email address for billing issues if someone other than the Contractor's Contract Manager
- Contractor's Federal Tax Identification Number
- Contractor's Statewide Vendor Number
- Description of Services and Deliverables provided
- Date(s) of Service, if applicable
- Invoice amount for each Service or Deliverable, including applicable taxes

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

**III.B.3.** If errors are found in the submitted invoice or supporting documents, the FEPPP Contract Manager will notify the Contractor. In order to receive payment, it shall be the responsibility of the Contractor to make corrections in a timely manner, resubmit the invoice and/or supporting documentation as requested, and notify the FEPPP Contract Manager.

**III.B.4.** Final payment shall be made after acceptance by the OSPI Contract Manager if received by within sixty (60) days after the Contract expiration date, unless negotiated with the FEPPP Contract Manager and the OSPI Fiscal Budget Analyst. There will be no obligation to pay any claims that are submitted sixty-one (61) or more calendar days after the expiration date ("Belated Claims"). Belated Claims will be paid at FEPPP/OSPI's discretion, and any such potential payment is contingent upon the availability of funds.

## **V. CONTRACT MANAGEMENT**

The following shall be the contact person for all communications and billings regarding the performance of this Contract. Any changes to this information shall be communicated to the other party in writing as soon as reasonably possible.

<b>Contractor</b>	<b>FEPPP</b>
Intentionally left blank	Intentionally left blank

## **VI. INCORPORATION OF ATTACHMENTS AND ORDER OF PRECEDENCE**

Each of the attachments listed below is by this 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:

- Applicable Federal and state of Washington statutes and regulations
- Special Terms and Conditions as contained in this basic contract instrument
- Attachment A – Contract for Services, General Terms and Conditions
- Attachment B – OSPI Americans with Disabilities Act Compliance: Graphics and Colors
- Any other provision, term or material incorporated herein by reference or otherwise incorporated.

## **VII. APPROVAL**

This Contract shall be subject to the written approval of OSPI's authorized representative, on behalf of FEPPP, 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.

We the undersigned agree to the terms of the foregoing Contract.

Artemis Connection, Inc.

Superintendent of Public Instruction  
State of Washington

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Signature

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Kyla L. Moore, Contracts Administrator

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Printed Name

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Date

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Title

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Date

Who certifies that he/she is the Contractor identified herein, OR a person duly qualified and authorized to bind the Contractor so identified to the foregoing Agreement.

Approved as to FORM ONLY  
by the Assistant Attorney General

**Attachment A**  
**Contract for Services**  
**GENERAL TERMS AND CONDITIONS**  
**FINANCIAL EDUCATION PUBLIC-PRIVATE PARTNERSHIP (FEPPP)**

**Definitions.** As used throughout this Contract and General Terms and Conditions, the following terms shall have the meaning set forth below:

**“Contract”** or **“Agreement”** means the entire written agreement between OSPI and the Contractor, including any attachments, exhibits, documents, or materials incorporated by reference. Contract and Agreement may be used interchangeably.

**"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.

**“Services”** means all work performed or provided by Contractor pursuant to this Contract.

**“Statement of Work”** or **“SOW”** or **“Scope of Work”** means a detailed description of the work activities the Contractor is required to perform under the terms and conditions of this Contract, including the deliverables and timeline.

**"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.

**“Superintendent”** or **"OSPI"** shall mean the Office of Superintendent of Public Instruction of the State of Washington, any division, section, office, unit or other entity of OSPI, or any of the officers or other officials lawfully representing OSPI. The Financial Education Public-Private Partnership (FEPPP) resides within OSPI for administrative purposes only. While OSPI is not a party to this Contract, OSPI is responsible for executing this Contract and making payment on behalf of FEPPP, as specified within the Duties of the Financial Education Public-Private Partnership and OSPI section.

- 1. Access to Data.** In compliance with Chapter 39.26 RCW, the Contractor shall provide access to data generated under this Contract to OSPI/FEPPP, 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.
- 2. Alterations and Amendments.** This Agreement may be amended only 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.
- 3. 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.

4. **Assignment.** Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of OSPI/FEPPP.
5. **Assurances.** OSPI/FEPPP and the Contractor agree that all activity pursuant to this Contract will be in accordance with all applicable current federal, state and local laws, rules and regulations.
6. **Attorney's Fees.** In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.
7. **Audit Requirements.** If the Contractor is a Subrecipient of federal awards as defined by the Office of Management and Budget (OMB) CFR, Part 200, Subpart F, and expends seven hundred and fifty thousand dollars (\$750,000) or more in federal awards (does not apply to contracts for goods and services) from all federal sources in any fiscal year beginning on or after December 26, 2014, the Contractor shall procure at their expense a single or program-specific audit for that year. The Contractor shall incorporate OMB CFR, Part 200, Subpart F audit requirements into all contracts between the Contractor and its Subcontractors who are Subrecipients of federal awards. The Contractor shall comply with any future amendments to OMB and any successor or replacement Circular or regulation.
8. **Budget Revisions.** Any monetary amount budgeted by the terms of this Contract for various activities and line-item objects of expenditure may be revised without prior written approval of OSPI/FEPPP, so long as the revision is no more than ten percent (10%) of the original line item amount and the increase in an amount is offset by a decrease in one or more other amounts equal to or greater than the increase. All other budget revisions exceeding ten percent (10%) shall only be made with the prior written approval of OSPI/FEPPP.
9. **Certification Regarding Debarment, Suspension, and Ineligibility.** The Contractor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, or voluntarily excluded from participation in transactions by any federal department or agency. The Contractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, proposed for debarment, or voluntarily excluded from participation in covered transactions by any federal department or agency. "Covered transactions" include procurement contracts for goods that are expected to equal or exceed twenty-five thousand dollars (\$25,000). Contractor may do so by obtaining a certification statement from the potential subcontractor or subrecipient or by checking online at the System for Award Management (SAM), Excluded Parties List. The Contractor shall immediately notify OSPI/FEPPP if, during the term of this contract, Contractor becomes debarred. OSPI/FEPPP may immediately terminate this Contract by providing Contractor written notice if Contractor becomes debarred during the term of this Contract.

The Contractor also certifies that neither it nor its principals are debarred, suspended, or proposed for debarment from participation in transactions by any state department or agency. The Contractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, or proposed for debarment from participation in covered transactions by any state department or agency.

**10. Certification Regarding Lobbying.** The Contractor certifies that Federal-appropriated funds will not be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Contractor shall require its subcontractors to certify compliance with this provision.

**11. Certification Regarding Wage Violations.** The Contractor certifies that within three (3) years prior to the date of execution of this 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 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.

The Contractor further certifies that it will remain in compliance with these requirements during the term of this Contract. Contractor will immediately notify OSPI/FEPPP of any finding of a willful violation entered by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction entered during the term of this Contract.

**12. Change in Status.** In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Contractor, Contractor agrees to notify OSPI/FEPPP of the change. Contractor shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.

**13. Confidentiality.** The Contractor acknowledges that all of the data, material and information which originates from this Contract, and any student assessment data, material and information which will come into its possession in connection with performance under this Contract, consists of confidential data owned by OSPI/FEPPP or confidential personally identifiable data subject to the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) or other privacy laws, and that the data must be secured and protected from unauthorized disclosure by the Contractor. The Contractor is wholly responsible for compliance with FERPA requirements.

The Contractor, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this Contract, to release it only to authorized employees and agents requiring such information and not release or disclose it to any other party. The Contractor agrees to release such information or material only to employees and agents who have signed a written agreement expressly prohibiting disclosure or usages not specifically authorized by this Contract.

**14. 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 copyright shall be owned by OSPI/FEPPP. OSPI/FEPPP shall be considered the author of such Materials. If Materials are not considered "works for hire", Contractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to OSPI/FEPPP 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. Copyright ownership includes the right to patent, register and the ability to transfer these rights.

Contractor understands that, except where otherwise agreed to in writing or approved by OSPI/FEPPP, all original works of authorship produced under this Contract shall carry a [Creative Commons Attribution License](#), version 4.0 or later.

All Materials the Contractor has adapted from others' existing openly licensed resources must be licensed with the least restrictive open license possible that is not in conflict with existing licenses.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, Contractor will license the materials to allow others to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. If the Contractor would like to limit these pre-existing portions of the work to [non-commercial use](#), the [Creative Commons Attribution-NonCommercial](#) (preferred) or [Creative Commons Attribution-NonCommercial-ShareAlike](#) licenses, version 4.0 or later, are acceptable for these specific sections.

The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to apply such a license.

The Contractor shall exert all reasonable effort to advise OSPI/FEPPP, at the time of delivery of data furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. OSPI/FEPPP 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. OSPI/FEPPP shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

**15. 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 agent maintained by the Contractor for the purpose of securing business. OSPI/FEPPP 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 fees.

**16. Disputes.** In the event that a dispute arises under this Contract, it shall be determined by a Dispute Board in the following manner: (1) OSPI/FEPPP shall appoint a member to the Dispute Board; (2) the Contractor shall appoint a member to the Dispute Board; (3) OSPI/FEPPP and the Contractor shall jointly appoint a member to the Dispute Board; (4) the Dispute Board shall evaluate the dispute and make a determination of the dispute; and, the determination of the Dispute Board shall be final and binding on the parties hereto.

As alternatives to the above Dispute Board process: (1) if the dispute is between two or more state agencies, any one of the agencies may request intervention by the Governor, as provided by 43.17.330 RCW, in which event the Governor's process shall control; and, (2) if

the dispute is between a non-state agency and another state agency or non-state agency party to this Contract, all the disputing parties may mutually agree to mediation prior to submitting the dispute to a Dispute Board in the event the dispute is not resolved pursuant to mediation within an agreed-upon time period.

**17. Duplicate Payment.** OSPI/FEPPP 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.

**18. Electronic signature.** Any signature page delivered via fax machine or electronic image scan, receipt acknowledged in each case, shall be binding to the same extent as an original, wet ink signature page. Any Party who delivers such a signature page agrees to later deliver an original counterpart to any Party which requests it.

**19. Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

**20. Ethical Conduct.** Neither the Contractor nor any employee or agent of the Contractor shall participate in the performance of any duty or service in whole or part under this contract in violation of, or in a manner that violates any provision of the Ethics in Public Service law at Chapter 42.52 RCW, RCW 42.17.130 and 41.06.250 prohibiting the use of public resources for political purposes.

Contractor represents and warrants that it 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 OSPI/FEPPP employees.

**21. Governing Law and Venue.** 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 Superior Court for Thurston County.

**22. Indemnification.** To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless OSPI/FEPPP and all officials, agents, and employees of OSPI/FEPPP, from and against all claims for injuries or death arising out of or resulting from the performance of this 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. Additionally, "claims" shall include but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or in unlawful restraint of competition. Contractor's obligation to indemnify, defend and hold OSPI/FEPPP harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless OSPI/FEPPP for any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines out of or incident to Contractor's or subcontractor's performance or failure to perform the Contract. Contractor's obligation to indemnify, defend, or hold harmless OSPI/FEPPP

shall not be eliminated or reduced by any actual or alleged concurrent negligence by OSPI/FEPPP or its agents, employees, or officials.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless OSPI/FEPPP and its agents, employees, or officials.

**23. Independent Capacity of the Contractor.** The parties intend that an independent Contractor relationship will be created by this Contract. The Contractor and his/her employees or agents performing under this Contract are not employees or agents of OSPI/FEPPP. The Contractor will not hold himself/herself out as nor claim to be an officer or employee of OSPI/FEPPP or of the state of Washington by reason hereof, nor will the Contractor make any claim or right, privilege, or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

## **24. Insurance.**

a. **Worker's Compensation Coverage.** The Contractor shall at all times comply with all applicable worker's compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the fullest extent applicable. This requirement includes the purchase of industrial insurance coverage for the Contractor's employees, as may now hereafter be required of an "employer" as defined in Title 51 RCW. Such worker's compensation and occupational disease requirements shall include coverage for all employees of the Contractor, and for all employees of any subcontract retained by the Contractor, suffering bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Satisfaction of these requirements shall include, but shall not be limited to:

- 1) Full participation in any required governmental occupational injury and/or disease insurance program, to the extent participation in such a program is mandatory in any jurisdiction;
- 2) Purchase worker's compensation and occupational disease insurance benefits to employees in full compliance with all applicable laws, statutes, and regulations, but only to the extent such coverage is not provided under mandatory governmental program in "a" above, and/or;
- 3) Maintenance of a legally permitted and governmentally approved program of self-insurance for worker's compensation and occupational disease.

Except to the extent prohibited by law, the program of the Contractor's compliance with worker's compensation and occupational disease laws, statutes, and regulations in (1), (2), and (3) above shall provide for a full waiver of rights of subrogation against OSPI/FEPPP, its directors, officers, and employees.

If the Contractor, or any subcontractor retained by the Contractor, fails to effect and maintain a program of compliance with applicable worker's compensation and occupational disease laws, statutes, and regulations and OSPI/FEPPP incurs fines or is required by law to provide benefits to such employees, to obtain coverage for such employees, the Contractor will indemnify OSPI/FEPPP for such fines, payment of benefits to Contractor or subcontractor employees or their heirs or legal representatives, and/or the cost of effecting coverage on behalf of such employees. Any amount owed OSPI/FEPPP by the Contractor pursuant to the indemnity may be



deducted from any payments owed by OSPI/FEPPP to the Contractor for the performance of this contract.

- b. **Proof of Insurance.** Certificates and or evidence satisfactory to OSPI/FEPPP confirming the existence, terms and conditions of all insurance required above shall be delivered to OSPI/FEPPP within five (5) days of the Contractor's receipt of Authorization to Proceed.
- c. **General Insurance Requirements.** Contractor shall, at all times during the term of the Contract and at its cost and expense, buy and maintain insurance of the types and amounts listed above. Failure to buy and maintain the required insurance may result in the termination of the Contract at OSPI/FEPPP option. By requiring insurance herein, OSPI/FEPPP does not represent that coverage and limits will be adequate to protect Contractor and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to OSPI/FEPPP in this Contract.

Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish proof of insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

**25. Licensing and Accreditation Standards.** The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary to the performance of this Contract.

**26. Limitation of Authority.** Only OSPI/FEPPP 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 OSPI/FEPPP.

**27. Nondiscrimination.**

- a. **Nondiscrimination Requirement.** During the term of this Contract, the Contractor, including any subcontractor, shall comply with all the federal and state nondiscrimination laws, regulations and policies, which are otherwise applicable to OSPI/FEPPP. Accordingly, on the bases enumerated at RCW 49.60.530(3), no person shall, on the ground of sex, race, creed, religion, color, national origin, marital status, families with children, age, veteran or military status, sexual orientation, gender expression, gender identity, disability, or the use of a trained dog guide or service animal, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed by the Contractor and its agents under this Contract. 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, OSPI/FEPPP 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 OSPI/FEPPP 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), OSPI/FEPPP 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. OSPI/FEPPP 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 OSPI/FEPPP for default under this provision.

**28. Overpayments.** Contractor shall refund to OSPI/FEPPP the full amount of any overpayment under this contract within thirty (30) calendar days of written notice. If Contractor fails to make a prompt refund, OSPI/FEPPP may charge Contractor one percent (1%) per month on the amount due until paid in full.

**29. Payments.** No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by OSPI/FEPPP. All payments to the Contractor are conditioned upon (1) Contractor's submission of a properly executed and supported invoice for payment, including such supporting documentation of performance and supporting documentation of costs incurred or paid, or both as is otherwise provided for in the body of this Contract, and (2) Acceptance and certification by the FEPPP Contract Manager or designee of satisfactory performance by the Contractor.

Except as otherwise provided in this Contract, (1) All approvable invoices for payment due to the Contractor shall be paid within thirty (30) calendar days of their submission by the Contractor and acceptance and certification by the FEPPP Contract Manager or designee, and (2) All expenses necessary to the Contractor's performance of this Contract not specifically mentioned in the Contract shall be borne in full by the Contractor.

**30. Public Disclosure.** Contractor acknowledges that OSPI/FEPPP is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and that this Contract shall be a public record as defined in RCW 42.56. Any specific information that is claimed by the Contractor to be confidential or proprietary must be clearly identified as such by the Contractor. To the extent consistent with chapter 42.56 RCW, OSPI/FEPPP shall maintain

the confidentiality of all such information marked confidential or proprietary. If a request is made to view the Contractor's information, OSPI/FEPPP will notify the Contractor of the request and the date that such records will be released to the requester unless Contractor obtains a court order enjoining that disclosure. If the Contractor fails to obtain the court order enjoining disclosure, OSPI/FEPPP will release the requested information on the date specified.

**31. Publicity.** The Contractor agrees to submit to OSPI/FEPPP all advertising and publicity matters relating to this Contract which in OSPI/FEPPP's judgment, OSPI/FEPPP's name can be implied or is specifically mentioned. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of OSPI/FEPPP.

**32. Records Maintenance.** The Contractor shall maintain all 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 which 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 (6) 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 OSPI/FEPPP, personnel duly authorized by OSPI/FEPPP, 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.

**33. Registration with Department of Revenue.** The Contractor shall complete registration with the Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.

**34. Right of Inspection.** The Contractor shall provide right of access to its facilities to OSPI/FEPPP or any of its officers at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract on behalf of OSPI/FEPPP. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Contractor's business or work hereunder.

**35. 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.

**36. Site Security.** While on OSPI/FEPPP premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

**37. 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 OSPI/FEPPP. Contractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Contract are included in any and all Subcontracts. In no event shall the existence of the subcontract operate to release or reduce liability of the Contractor to OSPI/FEPPP 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.

If, at any time during the progress of the work, OSPI/FEPPP determines in its sole judgment that any subcontractor is incompetent, OSPI/FEPPP shall notify the Contractor, and the Contractor shall take immediate steps to terminate the subcontractor's involvement in the work. The rejection or approval by OSPI/FEPPP of any subcontractor or the termination of a subcontractor shall not relieve the Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to OSPI/FEPPP.

**38. Subcontractor Payment Reporting.** If a subcontractor is used to perform all or part of the services under this Contract under a separate contract with the Contractor, this Contract is subject to compliance tracking using the State's business diversity management system, [Access Equity](#) (B2Gnow). The Contractor and all Subcontractors shall report and confirm receipt of payments made to the Contractor and each Subcontractor through the Access Equity system. User guides and documentation related to Contractor and Subcontractor access to and use of Access Equity are provided by the Office of Minority and Women's Business Enterprises in the [Access Equity Help Center](#). OSPI/FEPPP reserves the right to withhold payments from the Contractor for non-compliance with this section. For purposes of this section, Subcontractor means any subcontractor working on the Contract, at any tier and regardless of status as certified woman and/or minority business (WMBE) or Non-WMBE. The Contractor shall:

- a. Register and enter all required Subcontractor information into Access Equity no later than fifteen (15) days after OSPI/FEPPP creates the Contract Record.
- b. Complete the required user training (two (2) one- (1-) hour online sessions) no later than twenty (20) days after OSPI/FEPPP creates the Contract Record.
- c. Report the amount and date of all payments (i) received from OSPI/FEPPP, and (ii) paid to Subcontractors, no later than thirty (30) days, issuance of each payment made by OSPI/FEPPP to the Contractor, unless otherwise specified in writing by OSPI/FEPPP, except that the Contractor shall mark as "Final" and report the final Subcontractor payments) into Access Equity no later than thirty (30) days after the final payment is due the Subcontractor(s) under the Contract, with all payment information entered no later than sixty (60) days after end of fiscal year.
- d. Monitor contract payments and respond promptly to any requests or instructions from OSPI/FEPPP or system-generated messages to check or provide information in Access Equity.
- e. Coordinate with Subcontractors, or OSPI/FEPPP, when necessary, to resolve promptly any discrepancies between reported and received payments.
- f. Require each Subcontractor to: (i) register in Access Equity and complete the required user training; (ii) verify the amount and date of receipt of each payment from the Contractor or a higher tier Subcontractor, if applicable, through Access Equity; (iii) report payments made to any lower tier Subcontractors, if any, in the same manner as specified herein; (iv) respond promptly to any requests or instructions from the Contractor or system-generated messages to check or provide information in Access Equity; and (v) coordinate with Contractor, or OSPI/FEPPP when

necessary, to resolve promptly any discrepancies between reported and received payments.

**39. Taxes.** All payments accrued on account 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.

**40. Technology Security Requirements.** The security requirements in this document reflect the applicable requirements of [Standard 141.10 of the Office of the Chief Information Officer \(OCIO\)](#) for the state of Washington, which by this reference are incorporated into this agreement.

The Contractor acknowledges it is required to comply with WaTech OCIO IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets. OCIO IT Security Standard 141.10, Securing Information Technology Assets, applies to all OSPI/FEPPP assets stored as part of a service, application, data, system, portal, module, components or plug-in product(s) that are secured as defined by the WaTech OCIO's IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets.

As part of OCIO IT Security Standard 141.10, a design review checklist and/or other action may be required. These activities will be managed and coordinated between OSPI/FEPPP and the Contractor. Any related costs to performing these activities shall be at the expense of the Contractor. Any such activities and resulting checklist and/or other products must be shared with the OSPI/FEPPP's Information Technology Services.

**41. Termination for Convenience.** Except as otherwise provided in this Contract, OSPI/FEPPP may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this contract in whole or in part. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the Contractor as of midnight the second day of mailing in the absence of proof of actual delivery to and receipt by the Contractor. If this Contract is so terminated, OSPI/FEPPP shall be liable only for payment required under the terms of the Contract for services rendered or goods delivered prior to the effective date of termination.

**42. Termination for Default.** In the event OSPI/FEPPP determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, OSPI/FEPPP has the right to suspend or terminate this Contract. OSPI/FEPPP shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) days, the Contract may be terminated. OSPI/FEPPP 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 OSPI/FEPPP to terminate the Contract. In the event of termination, 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 termination shall be deemed to be 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 OSPI/FEPPP provided in this

Contract are not exclusive and are in addition to any other rights and remedies provided by law.

**43. Termination Due to Funding Limitations or Contract Renegotiation, Suspension.** In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion of this Contract, with the notice specified below and without liability for damages:

- a. At OSPI/FEPPP's discretion, OSPI/FEPPP may give written notice of intent to renegotiate the Contract under the revised funding conditions.
- b. At OSPI/FEPPP's discretion, OSPI/FEPPP may give written notice to Contractor to suspend performance when OSPI/FEPPP determines there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed.
  - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
  - (2) When OSPI/FEPPP determines that the funding insufficiency is resolved, it will give the Contractor written notice to resume performance, and Contractor shall resume performance.
  - (3) Upon the receipt of notice under b. (2), if Contractor is unable to resume performance of this Contract or if the Contractor's proposed resumption date is not acceptable to OSPI/FEPPP and an acceptable date cannot be negotiated, OSPI/FEPPP may terminate the Contract by giving written notice to the Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. OSPI/FEPPP shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.
- c. OSPI/FEPPP may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. OSPI/FEPPP shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to OSPI/FEPPP in the event the termination option in this section is exercised.
- d. For purposes of this section, "written notice" may include email.

**44. Termination Procedure.** Upon termination of this Contract OSPI/FEPPP, in addition to other rights provided in this contract, may require the Contractor to deliver to OSPI/FEPPP any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

OSPI/FEPPP shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by OSPI/FEPPP and the amount agreed upon by the Contractor and OSPI/FEPPP for (a) completed work and services for which no separate

price is stated, (b) partially completed work and services, (c) other property or services which are accepted by OSPI/FEPPP, and (d) the protection and preservation of the property, unless the termination is for default, in which case OSPI/FEPPP shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause for this Contract. OSPI/FEPPP may withhold from any amounts due to the Contractor such sum as OSPI/FEPPP determines to be necessary to protect OSPI/FEPPP against potential loss or liability.

The rights and remedies of OSPI/FEPPP provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law under this contract.

After receipt of a notice of termination, and except as otherwise directed by OSPI/FEPPP, the Contractor shall:

- a. Stop work under this Contract on the date and to the extent specified, in the notice;
- b. Place no further orders or subcontractors 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 OSPI/FEPPP, in the manner, at the times, and to the extent directed by OSPI/FEPPP, all rights, title, and interest of the Contractor under the orders and subcontracts in which case OSPI/FEPPP 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 OSPI/FEPPP to the extent OSPI/FEPPP may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the OSPI/FEPPP and deliver, in the manner, at the times and to the extent as directed by OSPI/FEPPP, any property which, if the contract had been completed, would have been required to be furnished to OSPI/FEPPP;
- f. Complete performance of such part of the work not terminated by OSPI/FEPPP; and
- g. Take such action as may be necessary, or as OSPI/FEPPP may direct, for the protection and preservation of the property related to this Agreement which, in is in the possession of the Contractor and in which OSPI/FEPPP has or may acquire an interest.

**45. Treatment of Assets.** Except as otherwise provided for in the Contract, the ownership and title to all real property and all personal property purchased by the Contractor in the course of performing this contract with moneys paid by OSPI/FEPPP shall vest in OSPI/FEPPP, except for supplies consumed in performing this contract. The Contractor shall (1) maintain a current inventory of all the real and personal property; (2) label all the property "State of Washington, Professional Educators Standards Board"; and, (3) surrender property and title to OSPI/FEPPP without charge prior to settlement upon completion, termination or cancellation of this Agreement.

Any property of OSPI/FEPPP furnished to the Contractor shall, unless otherwise provided herein, or approved by OSPI/FEPPP, be used only for the performance of the contract.

The Contractor shall be responsible for any loss or damage to property of OSPI/FEPPP which results from the negligence of the Contractor which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.

If any property is lost, destroyed, or damaged, the Contractor shall notify OSPI/FEPPP and take all reasonable steps to protect the property from further damage.

All reference to the Contractor under this clause shall include Contractor's employees, agents and subcontractors.

**46. Waiver.** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the parties.



# OSPI Americans with Disabilities Act (ADA) Compliance: Graphics & Colors

Because of their disability, many people with low vision do not see webpages the same as others. Some see only small portions of a computer display at one time. Others cannot see text or images that are too small. Still others can only see website content if it appears in specific colors.

For these reasons, many people with low vision use specific color and font settings when they access the Internet – settings that are often very different from those most people use.

For example, many people with low vision need to use high contrast settings, such as bold white or yellow letters on a black background. Others need just the opposite – bold black text on a white or yellow background. And, many must use softer, more subtle color combinations.

## Tips for Graphic Creation that is Accessible

- Provide good contrast. Be especially careful with light shades of gray, orange, and yellow.
- Use True Text whenever possible. You can see True Text (TT) next to the font selection in most programs.
- Avoid all caps. All caps can be difficult to read and can be read incorrectly by screen readers.
- Use adequate font size. Font size can vary based on font chosen, but 10 point is usually the minimum.
- Make sure links are recognizable. Differentiate links in the body of the page with underline or bold. Links should clearly tell the user where the link will take them (no "click here" links).
- Don't convey content with color alone. Users

often can't distinguish or may override page colors.

## Resources for Web Accessibility

- [Color code finder](#). Upload a photo to find the different color codes.
- [Color contrast checker](#). Enter color codes to find out which foreground and background combination is accessible.

## Accessible Color Guidance

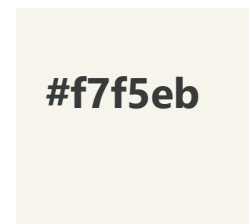
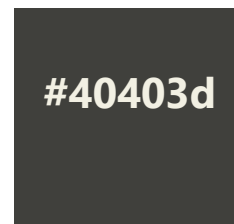
The colors below are OSPI's main brand colors and associated codes. They are displayed with text and background color in ADA compliance.

OSPI's cream and charcoal colors should be used in designs instead of white and black.

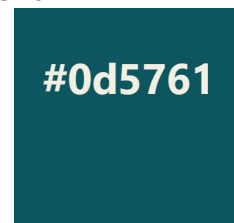
Cream color code: #f7f5eb

Charcoal color code: #40403d

### Preferred



### Optional



Washington Office of Superintendent of  
**PUBLIC INSTRUCTION**