Contract Number
TBD
between the
CONSOLIDATED TECHNOLOGY SERVICES
and
Vendor To Be Determined
For Project Management Consulting

Effective Date: ______________
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Exhibits

Exhibit A:  CTS’ Published Procurement 22-RFQQ-005 for Purchase and Implementation of Advanced Building Security and Access System

Exhibit B:  Vendor’s Response to CTS’ Published Procurement 22-RFQQ-005 for Purchase and Implementation of Advanced Building Security and Access System

Exhibit C:  CTS’s Site and Security Policy

Schedules

Schedule A:  Authorized Services and Price List
Schedule B:  Statement of Work Template
Schedule C:  Reserved
Schedule D:  OMWBE Certification
CONTRACT NUMBER TBD  
for  
Project Management Consulting

PARTIES
This Contract (“Contract”) is entered into by and between the state of Washington, acting by and through Consolidated Technology Services, an agency of Washington State government (“Purchaser” or “CTS” d/b/a “WaTech”) located at 1500 Jefferson Street SE, 5th Floor, PO Box 41501, Olympia WA 98501 and Vendor To Be Determined, located at __________________, __________________, an entity licensed to conduct business in the state of Washington (“Vendor” or “TBD”). The purpose of this contract is the provision of Project Management Consulting to CTS.

RECITALS
The state of Washington, acting by and through CTS, issued a Request for Qualifications and Quotation (dated January 27, 2022, and designated as 22-RFQQ-005 (Exhibit A) for the purpose of Project Management Consulting in accordance with its authority under chapter 43.105 RCW.

Vendor To Be Determined submitted a timely Response to CTS’s Request for Qualifications and Quotation (Exhibit B).

CTS evaluated all properly submitted Responses to the above-referenced Request for Qualifications and Quotation and identified Vendor To Be Determined as the apparently successful Vendor.

CTS has determined that entering into a Contract with Vendor To Be Determined will meet Purchaser’s needs and will be in Purchaser’s best interest.

NOW THEREFORE, Purchaser awards to Vendor To Be Determined this contract for Project Management Consulting, the terms and conditions of which shall govern Vendor’s furnishing to CTS Master Level Project Management Consulting Services. This Contract is not for personal use.

IN CONSIDERATION of the mutual promises as hereinafter set forth, the parties agree as follows:

1. Definition of Terms
The following terms as used throughout this Contract shall have the meanings set forth below.

“Breach” shall mean a material violation of the terms of this Contract or the unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by Purchaser.

“Business Days and Hours” shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.

“Confidential Information” shall mean information that may be exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state or federal statutes. Confidential Information includes, but is not limited to, names, addresses, Social
Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver’s license numbers, medical data, law enforcement records, agency source code or object code, agency security data.

“Contract” shall mean this document, all schedules and exhibits, all Statements of Work, and all amendments hereto.

“CTS” shall mean the same as Purchaser.

“CTS Business Manager” shall mean the person designated by Purchaser who will function as the primary contact person with whom Vendor’s Account Manager shall work for the duration of this Contract and as further defined in the section titled Purchaser Business Manager.

“CTS Contract Administrator” shall mean that person designated by Purchaser to administer this Contract on behalf of Purchaser.

“CTS Contracting Officer” shall mean the person to whom signature authority has been formally delegated. This term includes, except as otherwise provided in this Contract, an authorized representative of the Purchaser Contracting Officer acting within the limits of his/her authority.

“Effective Date” shall mean the later of the following two dates: The date on which the last signatory executes this Contract or __________

“Price” shall mean charges, costs, rates, and/or fees charged for the Software Licenses and Services available under this Contract in United States dollars.

“Product(s)” shall mean any Vendor-supplied Equipment, Software, and related documentation.

“Proprietary Information” shall mean information owned by Vendor to which Vendor claims a protectable interest under law. Proprietary Information includes, but is not limited to, information protected by copyright, patent, trademark, or trade secret laws.

“Purchased Services” shall mean those Services and activities provided by Vendor to accomplish routine, recurring or continuing, and necessary functions as set forth in this Contract or a Statement of Work.

“Purchaser” shall mean the state of Washington, CTS, any division, section, office, unit or other entity of Purchaser or any of the officers or other officials lawfully representing Purchaser.

“Purchase Order” is a purchase order or other order document submitted by CTS under the terms and conditions of this Contract and specifying the Products and/or Services being purchased. Any other terms and conditions on such purchase order or other order document are replaced by the terms of this Contract.

“RCW” shall mean the Revised Code of Washington.

“Schedule A: Authorized Services and Price List” shall mean the attachment to this Contract that identifies the authorized Services and Prices available under this Contract.

“Schedule B: Statement of Work Template” shall mean the attachment to this Contract that provides example terms and conditions for a Statement of Work.

“Services” shall mean expertise, labor, and professional support that may result in one or more deliverables such as reports, assessments, evaluations, recommendations, test results, or other non-commodity type of item, or the completion of a task related to the installation, maintenance,
production or customization, or other task related to, but not including, a tangible commodity or to a software program.

“Software” shall mean computer programs licensed pursuant to this Contract. Software includes object code, and source code. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections. Embedded code, firmware, internal code, microcode, and any other term referring to software residing in the equipment that is necessary for the proper operation of the equipment is not included in this definition of Software.

“Specifications” shall mean the technical and other specifications set forth in the RFQQ Exhibit A, and any additional specifications set forth in Vendor’s Response, attached as Exhibit B, Contract or relevant SOW.

“Statement of Work” or “SOW” shall mean a separate statement of the work to be accomplished by Vendor under the terms and conditions of this Contract. A template SOW is attached as Schedule B.

“Subcontractor” shall mean one not in the employment of Vendor, who is performing all or part of the business activities under this Contract under a separate contract with Vendor. The term “Subcontractor” means Subcontractor(s) of any tier.

“Vendor” shall mean Vendor To Be Determined, its employees and agents. Vendor also includes any firm, provider, organization, individual, or other entity performing the business activities under this Contract. The term “Vendor” shall also include any Subcontractor retained by Vendor as permitted under the terms of this Contract.

“Vendor Account Manager” shall mean a representative of Vendor who is designated to function as the primary contact person with whom the Purchaser Business Manager shall work for the duration of this Contract and as further defined in the section titled Vendor Account Manager.

“Vendor Contracting Officer” shall mean the person to whom signature authority has been delegated in writing. This term includes, except as otherwise provided in this Contract, an authorized representative of Vendor Contracting Officer acting within the limits of his/her authority.

“Work Product” shall mean data and products produced under this Contract including but not limited to, discoveries, formulae, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, software, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, to the extent provided by law.

Contract Term

2. Term

a) The Contract’s initial term shall expire on June 30, 2023. If funding for the position associated with this project is renewed for the 2023-2025 biennium, CTS may, at its discretion, extend the Contract for up to two (2) additional years. If funding for the position associated with this contract is then subsequently renewed for the 2025-2027 biennium, CTS may, at its discretion, extend the Contract for a third term of up to two additional years. Such extensions will require an amendment to the contract to be effective.
2.2. Term of Statement of Work (SOW). The term of any SOW executed pursuant to this Contract shall be set forth in the SOW. The term of the SOW shall not exceed the term of this Contract. The SOW may be terminated in accordance with the termination sections of this Contract or as mutually agreed between the parties.

3. Survivorship

Survivorship All license and purchase transactions executed and Services provided pursuant to the authority of this Contract shall be bound by all of the terms, conditions, Prices and Price discounts set forth herein, notwithstanding the expiration of the initial term of this Contract or any extension thereof. Further, the terms, conditions and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive. In addition, the terms of the sections titled Overpayments to Vendor; Ownership/Rights in Data; Vendor’s Commitments, Warranties and Representations; Protection of Purchaser’s Confidential Information; Section Headings, Incorporated Documents and Order of Precedence; Publicity; Review of Vendor’s Records; Patent and Copyright Indemnification; Vendor’s Proprietary Information; Disputes; and Limitation of Liability shall survive the termination of this Contract.

Pricing, Invoice and Payment

4. Pricing

4.1. Vendor agrees to provide the goods and Services at the Prices set forth in Schedule A. No other Prices shall be charged by Vendor other than as stated in this section.

4.2. Prices may not be increased during the initial term of the Contract.

4.3. If Vendor’s Prices are reduced for any of the goods and Services set forth in Schedule A during the term of this Contract, Purchaser shall have the immediate benefit of such lower Prices for new purchases. Vendor shall send notice to the Purchaser Contract Administrator with the reduced Prices within fifteen (15) Business Days of the reduction taking effect.

4.4. At least ninety (90) calendar days before the end of the then-current term of this Contract, Vendor may propose Service rate increases by written notice to Purchaser Contract Administrator. Price adjustments will be taken into consideration by Purchaser Contract Administrator when determining whether to extend this Contract.

4.5. Vendor agrees that all the Prices, terms, warranties, and benefits provided in this Contract are comparable to or better than the terms presently being offered by Vendor to any other governmental entity purchasing the same quantity under similar terms. If during the term of this Contract Vendor shall enter into contracts with any other governmental entity providing greater benefits or more favorable terms than those provided by this Contract, Vendor shall be obligated to provide the same to Purchaser for subsequent purchases.

5. Advance Payment Prohibited

State law prohibits advance payment for the Software and Services furnished by Vendor pursuant to this Contract except for payments related to certain subscriptions, licenses and equipment warranties. In the case of allowable pre-payment of subscriptions, licenses or warranties, in no event shall the subscription or license period for which payment in advance is made exceed twelve months.
6. **Taxes**

6.1. Purchaser will pay sales and use taxes, if any, imposed on the Services acquired hereunder. Vendor must pay all other taxes including, but not limited to, Washington Business and Occupation Tax, other taxes based on Vendor’s income or gross receipts, or personal property taxes levied or assessed on Vendor’s personal property. Purchaser, as an agency of Washington State government, is exempt from property tax.

6.2. Vendor 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.

6.3. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance, or other expenses for Vendor or Vendor’s staff shall be Vendor’s sole responsibility.

7. **Invoice and Payment**

7.1. This contract will be performance-based, meaning payment is tied to the successful completion of the tasks.

7.2. Vendor will submit properly itemized invoices to CTS, Attn: Accounts Payable, PO Box 41454, Olympia, WA 98504-1454. Invoices shall provide and itemize, as applicable:
   a) Purchaser Contract number TBD;
   b) SOW number;
   c) Vendor name, address, phone number, and Federal Tax Identification Number;
   d) Description of Services provided;
   e) Vendor’s Price for Services;
   f) Net invoice Price for each Service;
   g) Applicable taxes;
   h) Other applicable charges;
   i) Total invoice Price; and
   j) Payment terms including any available prompt payment discounts.

7.3. Purchaser shall pay maintenance and support charges on a monthly basis, in arrears. Payment of maintenance service/support of less than one (1) month’s duration shall be prorated at 1/30th of the basic monthly maintenance charges for each calendar day.

7.4. Incorrect or incomplete invoices, other than errors in favor of Purchaser, will be returned by Purchaser to Vendor for correction and reissue.

7.5. The Purchaser Contract number TBD and SOW number must appear on all bills of lading, packages, and correspondence relating to this Contract.

7.6. Purchaser shall not honor drafts, nor accept goods on a sight draft basis.

8. **Overpayments to Vendor**

   Vendor shall refund to Purchaser the full amount of any erroneous payment or overpayment under this Contract within thirty (30) days’ written notice. If Vendor fails to make timely refund, Purchaser may charge Vendor one percent (1%) per month on the amount due, until paid in full.
Vendor’s Responsibilities

9. Reserved.

10. Reserved.

11. Reserved.

12. Reserved.

13. Reserved.

No work shall be performed by Vendor until an order document is issued by Purchaser and is received by Vendor.

15. Ownership/Rights in Data
15.1. Any custom additions and modifications to Vendor’s Preexisting Material (defined below) and all data and work products produced pursuant to this Master Contract and any Work Order shall collectively be called “Work Product.” Purchaser shall have and retain all ownership, right, title, interest and all intellectual property rights to Work Product. To the extent that any such rights in the Work Product vest initially with the Vendor by operation of law or for any other reason, Vendor hereby perpetually and irrevocably assigns, transfers and quitclaims such rights to Purchaser. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product.

15.2. Vendor warrants that it is the owner of the Work Product and Preexisting Material, if any, and that it is authorized to assign and license the same to Purchaser.

15.3. Work Product includes, but is not limited to, discoveries, formulae, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, software, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, to the extent provided by law.

15.4. During the Term and any time thereafter, Vendor shall execute all documents and perform such other proper acts as Purchaser may deem necessary to secure for Purchaser the rights pursuant to this section, and when so obtained or vested to maintain, renew, and restore the same.

15.5. Vendor shall not use or in any manner disseminate any Work Product to any third party, or represent in any way that it has ownership in any Work Product. Vendor shall take all
reasonable steps necessary to ensure that its agents, employees, or Subcontractors shall not copy, disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.

15.6. Vendor hereby grants to Purchaser a non-exclusive, royalty-free, irrevocable license to use, publish, translate, reproduce, deliver, perform, display, and dispose of materials and know how that are delivered under this Contract, but that do not originate therefrom (“Preexisting Material”).

15.7. Vendor shall exert best efforts to advise Purchaser of all known or potential infringements of publicity, privacy or of intellectual property rights of the Preexisting Material furnished under this Contract. Purchaser shall receive prompt written notice of each notice or claim of copyright infringement or infringement of other intellectual property right worldwide received by Vendor with respect to any Preexisting Material delivered under this Contract. Purchaser shall have the right to modify or remove any restrictive markings placed upon the Preexisting Material by Vendor.

16. Site Security

a. Facility Access
Vendor understands that all Purchasers’ building entrances are controlled for access. In the event Vendor performs any work at any of Purchaser’s buildings, Vendor agrees to become familiar with Purchaser’s building and security policies, and further agrees to observe and comply with all Purchaser’s building and security policies or procedures.

Vendor understands that in order to obtain access to Purchaser’s premises, if applicable, Vendor’s employees and agents must be issued a security badge by Purchaser. Vendor’s employees and agents shall provide certain personal information, including valid government issued photo identification, prior to obtaining a security badge. Vendor further understands that Purchaser will collect and retain such personal information for so long as the contract is in effect and such individual(s) has access to the premises. Purchaser reserves the right to deny an application for a security badge. Failure of Vendor, its employees and agents, to comply with Purchaser’s security and safety policies and procedures is sufficient grounds for revoking, modifying, suspending or terminating access to Purchaser’s facilities.

Upon the earlier of termination of the Contract, or suspension or termination of access to Purchaser’s facilities, Vendor shall return all security badges.

b. Remote Access to Network
Vendor understands that in order to obtain remote access to Purchaser’s Local Area Network (LAN), e-mail, or supported computing environments through a remote access connection (“Remote Access”), Vendor must comply with Purchaser’s Remote Access policy and any other applicable security policies or procedures. Vendor shall, prior to access, complete and sign any applicable agreements or forms. Granting of Remote Access will be at the discretion of Purchaser and is conditioned upon final approval by Purchaser.

c. Safety
Vendor shall observe and comply with OSHA regulations, all applicable safety and environmental laws and regulations, and all Purchaser’s rules, guidelines, policies and procedures relating to safety, workplace conditions, health and the environment, including physical, fire, evacuation, accidents, hazardous materials or situations, or other safety regulations and policies.
d. **Information and System Security**

Vendor acknowledges and understands that access to Purchaser’s computer networks may be necessary to perform the work under this Contract, and as a result Purchaser has placed or may place special confidence and trust in the Vendor in providing such access. Vendor acknowledges and understands that any access to Purchaser’s computer networks shall be limited, restricted and conditioned upon Vendor’s compliance with certain Purchaser policies and practices. Vendor warrants that it will perform all work for or on behalf of Purchaser in full compliance with Washington State’s OCIO’s and CTS’s security policies, as well as any other policy of Washington State that is still in effect, which may include the Information Services Board Security Policy, Standards and Guidelines, and the CTS Site and Security Policy attached hereto as Exhibit C, and any other security documents and best practices provided by Purchaser (“Security Policies”).

Vendor, having agreed upon Purchaser’s Security Policies as the acceptable standard for network security, warrants that it shall exercise its best efforts in the execution of the Security Policies with respect to 1) any electronic transfer of code or data; 2) prevention of unauthorized access; and 3) prevention of any and all undisclosed programs, extraneous code, self-help code, unauthorized code, or other data that may be reasonably expected to damage data, code, software, systems or operations of Purchaser’s network, system or data.

17. **Vendor Commitments, Warranties and Representations.**

Any written commitment by Vendor within the scope of this Contract shall be binding upon Vendor. Failure of Vendor to fulfill such a commitment may constitute breach and shall render Vendor liable for damages under the terms of this Contract. For purposes of this section, a commitment by Vendor includes: (i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Vendor in its Response (if any) or contained in any Vendor or manufacturer publications, written materials, schedules, charts, diagrams, tables, descriptions, other written representations, and any other communication medium accompanying or referred to in its Response, or used to effect the sale to Purchaser.

18. **Compliance with Standards.**

Vendor represents that it shall use commercially reasonable efforts to ensure all Software and elements thereof, including but not limited to, documentation, shall meet and be maintained by Vendor to conform to applicable industry standards.

19. **Export Restrictions.**

Purchaser shall not transport or transmit, directly or indirectly, Software, Hardware or any technical data received from Vendor, nor the direct product derived there from, outside the United States or Canada without prior written consent and without complying with all export laws and regulations of the United States.

20. **Corporate Warranty.**

Vendor hereby represents and warrants that the execution, performance and delivery of this Contract does not conflict with or constitute any default under any contract, agreement or other obligation of Vendor, including but not limited to license agreements, development agreements, assignment provisions or other contractual obligation.
21. **Protection of Confidential Information Owned or Retained by Purchaser.**

21.1. Vendor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state or federal statutes (“Confidential Information”). Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver’s license numbers, medical data, law enforcement records, agency source code or object code, agency security data, or information identifiable to an individual that relates to any of these types of information. Vendor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Contract, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without Purchaser’s express written consent or as provided by law. Vendor agrees to release such information or material only to employees or Subcontractors who have signed a nondisclosure agreement, the terms of which have been previously approved by Purchaser. Vendor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

21.2. Immediately upon expiration or termination of this Contract, Vendor shall, at Purchaser’s option: (i) certify to Purchaser that Vendor has destroyed all Confidential Information; or (ii) return all Confidential Information to Purchaser; or (iii) take whatever other steps Purchaser requires of Vendor to protect Purchaser’s Confidential Information.

21.3. Vendor shall maintain a log documenting the following: the Confidential Information received in the performance of this Contract; the purpose(s) for which the Confidential Information was received; who received, maintained and used the Confidential Information; and the final disposition of the Confidential Information. Vendor’s records shall be subject to inspection, review or audit in accordance with **Review of Vendor’s Records**.

21.4. Purchaser reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Vendor through this Contract. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

21.5. Violation of this section by Vendor or its Subcontractors will be considered a material breach and may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties.

22. **Reserved.**

23. **Reserved.**

24. **Reserved.**

25. **Reserved.**
Contract Administration

29. Legal Notices

29.1. Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall be effective only if it is in writing and signed by the applicable party, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid mail or by electronic mail, to the parties at the contact information provided in this section. For purposes of complying with any provision in this Contract or applicable law that requires a “writing,” such communication, when digitally signed with a Washington State Licensed Certificate, shall be considered to be “in writing” or “written” to an extent no less than if it were in paper form. For purposes of complying with any provision in this Contract or applicable law that requires a “writing,” such communication, when digitally signed using a recognized certified signature service such as Docusign or Adobe Sign.

To Vendor at:
____________________
ATTN: ______________
____________________
____________________
Phone: ________________
E-mail: ________________

To Purchaser at:
State of Washington, Consolidated Technology Services
Attn: Michael Callahan
Contracts and Procurement Manager
1500 Jefferson St. SE
P.O. Box 41501
Olympia, WA  98504-1501
Phone: 360-407-8765
E-mail: Michael.Callahan@watech.wa.gov

The designated recipients of legal notices may be changed by notifications sent in writing to the CTS Business Manager or to the Vendor Account Manager, as appropriate. It is not necessary to amend this Agreement in order to modify the designated recipients of legal notices.

28.1 Notices shall be effective upon receipt or four (4) Business Days after mailing, whichever is earlier. The notice address as provided herein may be changed by written notice given as provided above.
28.2 In the event that a subpoena or other legal process commenced by a third party in any way concerning the Services provided pursuant to this Contract is served upon Vendor or Purchaser, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Vendor and Purchaser further agree to cooperate with the other party in any lawful effort by the other party to contest the legal validity of such subpoena or other legal process commenced by a third party.

28.3 Any change in the names and/or contact information of the individuals designated in this section as the proper recipients of legal or other notices required by this Contract must be provided to the other party to this contract promptly in writing and delivered as would any other notice required by this Contract. No amendment to this Contract is required in order to effectively implement a change of persons to be notified.

28.4 Purchaser Business Manager

CTS shall appoint Nicole Simpkinson who will be the Purchaser Business Manager for this Contract and will provide oversight of the activities conducted hereunder. Purchaser Business Manager will be the principal contact for Vendor concerning business activities under this Contract. Purchaser shall notify Vendor, in writing, when there is a new Purchaser Business Manager assigned to this Contract. No amendment to this contract is necessary to modify the name of the Purchaser’s Business Manager.

30. Vendor Account Manager

Vendor shall appoint an Account Manager for Purchaser’s account under this Contract who will provide oversight of Vendor activities conducted hereunder. Vendor’s Account Manager will be the principal point of contact for Purchaser concerning Vendor’s performance under this Contract. Vendor shall notify Purchaser Contract Administrator and Purchaser Business Manager, in writing, when there is a new Vendor Account Manager assigned to this Contract. The Vendor Account Manager information is:

Vendor Account Manager:
Address: ____________________, ____________________, ____________________
Phone: ____________________  E-mail: ____________________

31. Section Headings, Incorporated Documents and Order of Precedence

31.1. The headings used herein are inserted for convenience only and shall not control or affect the meaning or construction of any of the sections.

31.2. Each of the documents listed below is, by this reference, incorporated into this Contract as though fully set forth herein.
   a) Schedules A, B and C;
   and
   b) Any SOW entered into pursuant to this Contract

31.3. In the event of any inconsistency in this Contract, the inconsistency shall be resolved in the following order of precedence:
   a) Sections of this Contract;
   b) Schedule A, B and C;
   c) Exhibit A;
   d) Any SOW entered into pursuant to this Contract; and
   e) Exhibit B.
32. **Entire Agreement**  
This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and except as provided in the section titled **Vendor Commitments, Warranties and Representations**, understandings, agreements, representations, or warranties not contained in this Contract or a written amendment hereto shall not be binding on either party. Except as provided herein, no alteration of any of the terms, conditions, delivery, Price, quality, or Specifications of this Contract will be effective without the written consent of both parties.

33. **Authority for Modifications and Amendments**  
No modification, amendment, alteration, addition, or waiver of any section or condition of this Contract or any SOW under this Contract shall be effective or binding unless it is in writing and signed by Purchaser and Vendor Contracting Officers. Only Purchaser Contracting Officer shall have the express, implied, or apparent authority to alter, amend, modify, add, or waive any section or condition of this Contract or SOW on behalf of Purchaser.

34. **Independent Status of Vendor**  
In the performance of this Contract, the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint venturers, or associates of one another. The parties intend that an independent Vendor relationship will be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Vendor shall not make any claim of right, privilege or benefit which would accrue to an employee under chapter 41.06 RCW or Title 51 RCW.

35. **Governing Law**  
This Contract shall be governed in all respects by the law and statutes of the state of Washington, without reference to conflict of law principles. The jurisdiction for any action hereunder shall be exclusively in the Superior Court for the state of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, Washington.

36. **Subcontractors**  
Vendor may, with prior written permission from Purchaser Contracting Officer, which consent shall not be unreasonably withheld, enter into subcontracts with third parties for its performance of any part of Vendor’s duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of Vendor to Purchaser for any breach in the performance of Vendor’s duties. For purposes of this Contract, Vendor agrees that all Subcontractors shall be held to be agents of Vendor. Vendor shall be liable for any loss or damage to Purchaser, including but not limited to personal injury, physical loss, harassment of Purchaser employee, or violations of the **Patent and Copyright Indemnification, Protection of Purchaser’s Confidential Information, and Ownership/Rights in Data** sections of this Contract occasioned by the acts or omissions of Vendor’s Subcontractors, their agents or employees. The **Patent and Copyright Indemnification, Protection of Purchaser’s Confidential Information, Ownership/Rights in Data, Publicity, and Review of Vendor’s Records** sections of this Contract shall apply to all Subcontractors.

37. **Extension Pending Negotiations With Respect to Amending or Extending the Contract**  
So long as the parties are negotiating in good faith for changes in this Contract then the term of this Contract shall be automatically extended on the same terms and conditions such that termination occurs not less than 6 months after the end of such good faith negotiations. The end
of good faith negotiations may be declared in writing by either party. Following such declaration, there shall be a 30 day period in which either party may provide written notice to the other party of its intent to terminate this Contract at the end of the extended Contract term. The purpose of this section is to ensure that neither party is forced to arbitrarily conclude negotiations for a lack of time to address budgetary or operational concerns and to provide an opportunity for provision of timely termination notice after negotiations are concluded.

38. **Assignment**

38.1. Either party may assign this Agreement and the obligations hereunder to any successor to assignor’s business with which assignor has merged or consolidated or to any party acquiring substantially all of the assets of the assignor’s business that is the subject of the Contract, provided the assigning party causes the assignee to assume in writing all obligations of the assignor under this Agreement and provides written notice to the other party of such assumption. The rights and obligations of this Agreement shall bind and benefit any successors or assigns of the parties.

38.2. Purchaser may assign this Contract, and/or Licenses or use rights, to any public agency, commission, board, or the like, within the political boundaries of the state of Washington, provided that such assignment shall not operate to relieve Purchaser of any of its duties and obligations hereunder.

39. **Publicity**

39.1. The award of this Contract to Vendor is not in any way an endorsement of Vendor or Vendor’s Services by Purchaser and shall not be so construed by Vendor in any advertising or other publicity materials.

39.2. Vendor agrees to submit to Purchaser, all advertising, sales promotion, and other publicity materials relating to this Contract and Services furnished by Vendor wherein Purchaser’s name is mentioned, language is used, or Internet links are provided from which the connection of Purchaser’s name therewith may, in Purchaser’s judgment, be inferred or implied. Vendor further agrees not to publish or use such advertising, sales promotion materials, publicity or the like through print, voice, the World Wide Web, and other communication media in existence or hereinafter developed without the express written consent of Purchaser prior to such use.

40. **Review of Vendor’s Records**

40.1. Vendor and its Subcontractors shall maintain books, records, documents and other evidence relating to this Contract, including but not limited to Minority and Women’s Business Enterprise participation (if applicable), protection and use of Purchaser’s Confidential Information, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature invoiced in the performance of this Contract. Vendor shall retain all such records for six (6) years after the expiration or termination of this Contract. Records involving matters in litigation related to this Contract shall be kept for either one (1) year following the termination of litigation, including all appeals, or six (6) years from the date of expiration or termination of this Contract, whichever is later.

40.2. All such records shall be subject at reasonable times and upon prior notice to examination, inspection, copying, or audit by personnel so authorized by the Purchaser’s Contract Administrator and/or the Office of the State Auditor and federal officials so authorized by law, rule, regulation or contract, when applicable, at no additional cost to

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the State. During this Contract’s term, Vendor shall provide access to these items within Thurston County. Vendor shall be responsible for any audit exceptions or disallowed costs incurred by Vendor or any of its Subcontractors.

40.3. Vendor shall incorporate into its subcontracts this section’s records retention and review requirements.

40.4. It is agreed that books, records, documents, and other evidence of accounting procedures and practices related to Vendor’s cost structure, including overhead, general and administrative expenses, and profit factors shall be excluded from Purchaser’s review unless the cost or any other material issue under this Contract is calculated or derived from these factors.

41. Right of Inspection

Vendor shall provide right of access to its facilities to Purchaser, or any of Purchaser’s 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.

General Provisions

42. Patent and Copyright Indemnification

42.1. Vendor, at its own expense, shall defend, indemnify, and save Purchaser harmless from and against any claims against Purchaser that any Product or Work Product supplied hereunder, or Purchaser’s use of the Product or Work Product within the terms of this Contract, infringes any patent, copyright, utility model, industrial design, mask work, trade secret, trademark, or other similar proprietary right of a third party worldwide. Vendor shall pay all costs of such defense and settlement and any penalties, costs, damages and attorneys’ fees awarded by a court or incurred by Purchaser provided that Purchaser:

a) Promptly notifies Vendor in writing of the claim, but Purchaser’s failure to provide timely notice shall only relieve Vendor from its indemnification obligations if and to the extent such late notice prejudiced the defense or resulted in increased expense or loss to Vendor; and

b) Cooperates with and agrees to use its best efforts to encourage the Office of the Attorney General of Washington to grant Vendor sole control of the defense and all related settlement negotiations.

42.2. If such claim has occurred, or in Vendor’s opinion is likely to occur, Purchaser agrees to permit Vendor, at its option and expense, either to procure for Purchaser the right to continue using the Product or Work Product or to replace or modify the same so that they become noninfringing and functionally equivalent. If use of the Product or Work Product is enjoined by a court and Vendor determines that none of these alternatives is reasonably available, Vendor, at its risk and expense, will take back the Product or Work Product and provide Purchaser a refund. In the case of Work Product, Vendor shall refund to Purchaser the entire amount Purchaser paid to Vendor for Vendor’s provision of the Work Product. In the case of Product, Vendor shall refund to Purchaser its depreciated value. No termination charges will be payable on such returned Product, and Purchaser will pay only those charges that were payable prior to the date of such return. Depreciated value shall be calculated on the basis of a useful life of four (4) years commencing on the date of purchase and shall be an equal amount per year over said useful life. The depreciation for fractional parts of a year shall be prorated on the basis of three hundred sixty-five (365) days per year. In the event the Product has been installed less than one
(1) year, all costs associated with the initial installation paid by Purchaser shall be refunded by Vendor.

42.3. Vendor has no liability for any claim of infringement arising solely from:
   a) Vendor’s compliance with any designs, specifications or instructions of Purchaser;
   b) Modification of the Product or Work Product by Purchaser or a third party without
      the prior knowledge and approval of Vendor; or
   c) Use of the Product or Work Product in a way not specified by Vendor;

unless the claim arose against Vendor’s Product or Work Product independently of any of these specified actions.

43. **Defend, Save Harmless, and Indemnify**

Vendor shall defend, indemnify, and save Purchaser harmless from and against any claims,
including reasonable attorneys’ fees resulting from such claims, by third parties for any or all
injuries to persons or damage to property of such third parties arising from intentional, willful or
negligent acts or omissions of Vendor, its officers, employees, or agents, or Subcontractors, their
officers, employees, or agents. Vendor’s obligation to defend, indemnify, and save Purchaser
harmless shall not be eliminated or reduced by any alleged concurrent Purchaser negligence.

44. **Insurance**

44.1. Vendor shall, during the term of this Contract, maintain in full force and effect, the
insurance described in this section. Vendor shall acquire such insurance from an
insurance carrier or carriers licensed to conduct business in the state of Washington and
having a rating of A-, Class VII or better, in the most recently published edition of Best’s
Reports. In the event of cancellation, non-renewal, revocation or other termination of any
insurance coverage required by this Contract, Vendor shall provide written notice of such
to Purchaser within one (1) Business Day of Vendor’s receipt of such notice. Failure to
buy and maintain the required insurance may, at Purchaser’s sole option, result in this
Contract’s termination.

44.2. The minimum acceptable limits shall be as indicated below, with no deductible for each
of the following categories:
   a) Commercial General Liability covering the risks of bodily injury (including death),
      property damage and personal injury, including coverage for contractual liability,
      with a limit of not less than $1 million per occurrence/$2 million general aggregate;
   b) Business Automobile Liability (owned, hired, or non-owned) covering the risks of
      bodily injury (including death) and property damage, including coverage for
      contractual liability, with a limit of not less than $1 million per accident;
   c) Employers Liability insurance covering the risks of Vendor’s employees’ bodily
      injury by accident or disease with limits of not less than $1 million per accident for
      bodily injury by accident and $1 million per employee for bodily injury by disease;
   d) Umbrella policy providing excess limits over the primary policies in an amount not
      less than $3 million;
   e) Professional Liability Errors and Omissions, with a deductible not to exceed $25,000,
      conditioned upon subsection 43.3 below and coverage of not less than $1 million per
      occurrence/$2 million general aggregate; and

44.3. For Professional Liability Errors and Omissions coverage and Crime Coverage to protect
Purchaser, Vendor shall: (i) continue such coverage for six (6) years beyond the
expiration or termination of this Contract, naming Purchaser as an additional insured and providing Purchaser with certificates of insurance on an annual basis; (ii) within thirty (30) days of execution of this Contract provide for Purchaser’s benefit an irrevocable stand-by letter of credit, or other financial assurance acceptable to Purchaser, in the amount of $1 million, during the initial and any subsequent terms of this Contract, and for six (6) years beyond the expiration or termination of this Contract to pay for any premiums to continue such claims-made policies, or available tails, whichever is appropriate, at Purchaser’s sole option, in the event Vendor fails to do so. In addition, such irrevocable stand-by letter of credit shall provide for payment of any deductible on the Professional Liability Errors and Omissions policy and the Crime Coverage under the same terms and conditions of such policy as though there were no deductible. “Irrevocable stand-by letter of credit” as used in this Contract means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by Purchaser (the beneficiary) of a written demand therefor.

44.4. Vendor shall pay premiums on all insurance policies. Such insurance policies shall name Purchaser as an additional insured on all general liability, automobile liability, and umbrella policies. Such policies shall also reference this Contract number 18-034 and shall have a condition that they not be revoked by the insurer until forty-five (45) calendar days after notice of intended revocation thereof shall have been given to Purchaser by the insurer.

44.5. All insurance provided by Vendor shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State and shall include a severability of interests (cross-liability) provision.

44.6. Vendor shall include all Subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each Subcontractor. Subcontractor(s) shall comply fully with all insurance requirements stated herein. Failure of Subcontractor(s) to comply with insurance requirements does not limit Vendor’s liability or responsibility.

44.7. Vendor shall furnish to Purchaser copies of certificates of all required insurance within thirty (30) calendar days of this Contract’s Effective Date, and copies of renewal certificates of all required insurance within thirty (30) days after the renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at Purchaser’s sole option, result in this Contract’s termination.

44.8. By requiring insurance herein, Purchaser does not represent that coverage and limits will be adequate to protect Vendor. Such coverage and limits shall not limit Vendor’s liability under the indemnities and reimbursements granted to Purchaser in this Contract.

45. **Industrial Insurance Coverage**

If required under Washington law, Prior to performing work under this Contract, Vendor shall provide or purchase industrial insurance coverage for its employees, as may be required of an “employer” as defined in Title 51 RCW, and shall maintain full compliance with Title 51 RCW during the course of this Contract. Purchaser will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for Vendor, or any Subcontractor or employee of Vendor, which might arise under the industrial insurance laws during the performance of duties and services under this Contract.
46. Licensing Standards
Vendor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements and standards necessary in the performance of this Contract. (See, for example, chapter 19.02 RCW for state licensing requirements and definitions.)

47. Antitrust Violations
Vendor and Purchaser recognize that, in actual economic practice, overcharges resulting from antitrust violations are usually borne by Purchaser. Therefore, Vendor hereby assigns to Purchaser any and all claims for such overcharges as to goods and Services purchased in connection with this Contract, except as to overcharges not passed on to Purchaser resulting from antitrust violations commencing after the date of the bid, quotation, or other event establishing the Price under this Contract.

48. Compliance with Civil Rights Laws
During the performance of this Contract, Vendor shall comply with all federal and applicable state nondiscrimination laws, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. §12101 et seq.; the Americans with Disabilities Act (ADA); and Title 49.60 RCW, Washington Law Against Discrimination. Vendor’s noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, will be considered a material breach of this Contract and Purchaser may rescind, cancel, or terminate this Contract in whole or in part under the Termination for Default sections, and Vendor may be declared ineligible for further contracts with Purchaser.

49. Severability
If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

50. Waiver
Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written instrument signed by the parties.

51. Treatment of Assets
51.1. Title to all property furnished by Purchaser shall remain in Purchaser. Title to all property furnished by Vendor, for which Vendor is entitled to reimbursement, other than rental payments, under this Contract, shall pass to and vest in Purchaser pursuant to the Ownership/Rights in Data section. As used in this section Treatment of Assets, if the “property” is Vendor’s proprietary, copyrighted, patented, or trademarked works, only the applicable license, not title, is passed to and vested in Purchaser.

51.2. Any Purchaser property furnished to Vendor shall, unless otherwise provided herein or approved by Purchaser, be used only for the performance of this Contract.

51.3. Vendor shall be responsible for any loss of or damage to property of Purchaser that results from Vendor’s negligence or that results from Vendor’s failure to maintain and administer that property in accordance with sound management practices.
51.4. Upon loss or destruction of, or damage to any Purchaser property, Vendor shall notify Purchaser thereof and shall take all reasonable steps to protect that property from further damage.

51.5. Vendor shall surrender to Purchaser all Purchaser property prior to completion, termination, or cancellation of this Contract.

51.6. All reference to Vendor under this section shall also include Vendor’s employees, agents, or Subcontractors.

52. Vendor’s Proprietary Information

Vendor acknowledges that Purchaser is subject to chapter 42.56 RCW and that this Contract shall be a public record as defined in chapter 42.56 RCW. Any specific information that is claimed by Vendor to be Proprietary Information must be clearly identified as such by Vendor. To the extent consistent with chapter 42.56 RCW, Purchaser shall maintain the confidentiality of all such information marked Proprietary Information. If a public disclosure request is made to view Vendor’s Proprietary Information, Purchaser will notify Vendor of the request and of the date that such records will be released to the requester unless Vendor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If Vendor fails to obtain the court order enjoining disclosure, Purchaser will release the requested information on the date specified.

53. Standard Terms of Vendor

Except for any applicable End User License (or equivalent software license) attached to this Agreement, no additional terms, provisions, or conditions of any business form that either party may use will have any effect on the rights, duties, or obligations of the parties under, or otherwise modify, this Agreement.

54. Spoliation- Notice of Potential Claims

Each party shall promptly notify the other party of all potential third party claims that arise or result from this Contract. Each party shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to the other party the opportunity to review and inspect the evidence.

Disputes and Remedies

55. Disputes

In the event a dispute arises under this Contract, it shall be handled by a Dispute Resolution Panel in the following manner. Each party to this Contract shall appoint one member to the Panel. These two appointed members shall jointly appoint an additional member. The Dispute Resolution Panel shall review the facts, Contract terms and applicable statutes and rules and make a determination of the dispute as quickly as reasonably possible. The determination of the Dispute Resolution Panel shall be final and binding on the parties hereto. Purchaser and Vendor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract that are not affected by the dispute.

55.1. In the event a bona fide dispute concerning a question of fact arises between Purchaser and Vendor and it cannot be resolved between the parties, either party may initiate the dispute resolution procedure provided herein.

55.2. The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party shall respond in writing within five (5)
Business Days. The initiating party shall have three (3) Business Days to review the response. If after this review a resolution cannot be reached, both parties shall have three (3) Business Days to negotiate in good faith to resolve the dispute.

a) If the dispute cannot be resolved after three (3) Business Days, a Dispute Resolution Panel may be requested in writing by either party who shall also identify the first panel member. Within three (3) Business Days of receipt of the request, the other party will designate a panel member. Those two panel members will appoint a third individual to the Dispute Resolution Panel within the next three (3) Business Days.

b) The Dispute Resolution Panel will review the written descriptions of the dispute, gather additional information as needed, and render a decision on the dispute in the shortest practical time.

c) Each party shall bear the cost for the panel member selected by the party and share equally the cost of the third panel member.

55.3. Purchaser and Vendor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract that are not affected by the dispute.

55.4. If the subject of the dispute is the amount due and payable by Purchaser for Services being provided by Vendor, Vendor shall continue providing Services pending resolution of the dispute provided Purchaser pays Vendor the amount Purchaser, in good faith, believes is due and payable, and places in escrow the difference between such amount and the amount Vendor, in good faith, believes is due and payable.

56. Non-Exclusive Remedies

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under law.

57. Failure to Perform

If Vendor fails to perform any substantial obligation under this Contract, Purchaser shall give Vendor written notice of such Failure to Perform. If after fifteen (15) calendar days from the date of the written notice Vendor still has not performed, then Purchaser may withhold all monies due and payable to Vendor, without penalty to Purchaser, until such Failure to Perform is cured or otherwise resolved.

58. Limitation of Liability

58.1. The parties agree that neither Vendor nor Purchaser shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except a claim related to bodily injury or death, or a claim or demand based on patent, copyright, or other intellectual property right infringement, in which case liability shall be as set forth elsewhere in this Contract. This section does not modify any sections regarding liquidated damages or any other conditions as are elsewhere agreed to herein between the parties. The damages specified in the sections titled Termination for Default and Review of Vendor’s Records are not consequential, incidental, indirect, or special damages as that term is used in this section.

58.2. Neither Vendor nor Purchaser shall be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of either Vendor or Purchaser. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of a governmental body other than Purchaser acting in either its sovereign or
contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delays must be beyond the reasonable control and without fault or negligence of Vendor, Purchaser, or their respective Subcontractors.

58.3. If delays are caused by a Subcontractor without its fault or negligence, Vendor shall not be liable for damages for such delays, unless the Services to be performed were obtainable on comparable terms from other sources in sufficient time to permit Vendor to meet its required performance schedule.

58.4. Neither party shall be liable for personal injury to the other party or damage to the other party’s property except personal injury or damage to property proximately caused by such party’s respective fault or negligence.

Contract Termination

59. Termination for Default

59.1. If either Purchaser or Vendor violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner obligations owed to the other party under this Contract, then the aggrieved party shall give the other party written notice of such failure or violation. The responsible party will correct the violation or failure within fifteen days (15) or as otherwise mutually agreed in writing. If the failure or violation is not corrected, this Contract may be terminated immediately by written notice from the aggrieved party to the other party. The option to terminate shall be at the sole discretion of the aggrieved party. Purchaser reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit Vendor from incurring additional obligations of funds during investigation of any alleged Vendor compliance breach and pending corrective action by Vendor or a decision by Purchaser to terminate the Contract.

59.2. In the event of termination of this Contract by Purchaser, Purchaser shall have the right to procure the Services that are the subject of this Contract on the open market and Vendor shall be liable for all damages, including, but not limited to: (i) the cost difference between the original Contract price for the Services and the replacement costs of such Services acquired from another Vendor; (ii) if applicable, all administrative costs directly related to the replacement of this Contract, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, staff time costs; and, (iii) any other costs to Purchaser resulting from Vendor’s breach. Purchaser shall have the right to deduct from any monies due to Vendor, or that thereafter become due, an amount for damages that Vendor will owe Purchaser for Vendor’s default.

59.3. If the Failure to Perform is without the defaulting party’s control, fault, or negligence, the termination shall be deemed to be a Termination for Convenience.

59.4. This section shall not apply to any failure(s) to perform that results from the willful or negligent acts or omissions of the aggrieved party.

60. Termination for Convenience

When, at the sole discretion of Purchaser, it is in the best interest of the State, Purchaser Contracting Officer may terminate this Contract, including all Statement(s) of Work, in whole or in part, by fourteen (14) calendar days written notice to Vendor. If this Contract is so terminated, Purchaser is liable only for payments required by the terms of this Contract or any SOW for Services received and accepted by Purchaser prior to the effective date of termination.
61. **Termination for Withdrawal of Authority**

In the event that Purchaser’s authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior to normal completion, Purchaser may terminate this Contract by seven (7) calendar days written notice to Vendor. No penalty shall accrue to Purchaser in the event this section shall be exercised. This section shall not be construed to permit Purchaser to terminate this Contract in order to acquire similar Services from a third party.

62. **Termination for Non-Allocation of Funds**

If funds are not allocated to Purchaser to continue this Contract in any future period, Purchaser may terminate this Contract by seven (7) calendar days or other appropriate time period written notice to Vendor or work with Vendor to arrive at a mutually acceptable resolution of the situation. Purchaser will not be obligated to pay any further charges for Services including the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then-current period. Purchaser agrees to notify Vendor in writing of such non-allocation at the earliest possible time. No penalty shall accrue to Purchaser in the event this section shall be exercised. This section shall not be construed to permit Purchaser to terminate this Contract in order to acquire similar Services from a third party.

63. **Termination for Conflict of Interest**

Purchaser may terminate this Contract by written notice to Vendor if Purchaser determines, after due notice and examination, that any party has violated chapter 42.52 RCW, Ethics in Public Service, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Contract is so terminated, Purchaser shall be entitled to pursue the same remedies against Vendor as it could pursue in the event Vendor breaches this Contract.

64. **Termination Procedure**

64.1. In addition to the procedures set forth below, if Purchaser terminates this Contract, Vendor shall follow any procedures Purchaser specifies in Purchaser’s Notice of Termination.

64.2. Upon termination of this Contract, Purchaser, in addition to any other rights provided in this Contract, may require Vendor to deliver to Purchaser any property or Work Product specifically produced or acquired for the performance of such part of this Contract as has been terminated. The section titled **Treatment of Assets** shall apply in such property transfer.

64.3. Unless otherwise provided herein, Purchaser shall pay to Vendor the agreed-upon Price, if separately stated, for the Services received by Purchaser, provided that in no event shall Purchaser pay to Vendor an amount greater than Vendor would have been entitled to if this Contract had not been terminated. Failure to agree with such determination shall be a dispute within the meaning of the **Disputes** section of this Contract. Purchaser may withhold from any amounts due Vendor such sum as Purchaser determines to be necessary to protect Purchaser from potential loss or liability.

64.4. Vendor shall pay amounts due Purchaser as the result of termination within thirty (30) calendar days of notice of the amounts due. If Vendor fails to make timely payment, Purchaser may charge interest on the amounts due at one percent (1%) per month until paid in full.
65. **Covenant Against Contingent Fees**

   65.1. Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, *except* bona fide employees or a bona fide established commercial or selling agency of Vendor.

   65.2. In the event Vendor breaches this section, Purchaser shall have the right to either annul this Contract without liability to Purchaser or, in Purchaser’s discretion, deduct from payments due to Vendor, or otherwise recover from Vendor, the full amount of such commission, percentage, brokerage, or contingent fee.

**Contract Execution**

66. **Authority to Bind**

   The signatories to this Contract represent that they have the authority to bind their respective organizations, if any, to this Contract.

67. **Counterparts**

   This Contract may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Contract signed by each Party, for all purposes.

68. **Electronic Signatures**

   The Parties further acknowledge and affirm that any signature hereto (including any electronic symbol or process attached to, or associated with, and made with the intent to sign, authenticate or accept any certificate, agreement or document related to this transaction, and any contract formation or record-keeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, and any similar state law based on the Uniform Electronic Transactions Act. Furthermore, the Parties hereby waive any objection to the contrary.

*In Witness Whereof*, the parties hereto, having read this Contract in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

**The Effective Date of this Contract is stated in Section 2, above.**

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EXHIBIT A

CTS’s Competitive Procurement

22-RFQQ-005

for Project Management Consulting
EXHIBIT B

Vendor To Be Determined’s Response To

22-RFQQ-005

for Project Management Consulting
EXHIBIT C

CTS Site and Security Policy
Current CTS Site and Security Policies  
(Policies may be amended periodically)

Site Security

1. Facility Access

Vendor understands that all Purchaser’s building entrances are controlled for access. In the event Vendor performs any work at any of Purchaser’s buildings, Vendor agrees to become familiar with Purchaser’s building and security policies, and further agrees to observe and comply with all Purchaser’s building and security policies or procedures. Vendor understands that in order to obtain access to Purchaser’s premises, if applicable, Vendor must be issued a security badge by Purchaser. Vendor shall provide certain personal information, including valid government issued photo identification, prior to obtaining a security badge. Vendor further understands that Purchaser will collect and retain such personal information for so long as the contract is in effect and such individual(s) has access to the premises. Purchaser reserves the right to deny an application for a security badge. Failure of Vendor to comply with Purchaser’s security and safety policies and procedures is sufficient grounds for revoking, modifying, suspending or terminating access to Purchaser’s facilities. Upon the earlier of termination of the Contract, or suspension or termination of access to Purchaser’s facilities, Vendor shall return all security badges.

   a. Remote Access to Network

Vendor understands that in order to obtain remote access to Purchaser’s Local Area Network (LAN), email, or supported computing environments through a remote access connection (“Remote Access”), Vendor must comply with Purchaser’s Remote Access policy and any other applicable security policies or procedures. Vendor shall, prior to access, complete and sign any applicable agreements or forms. Remote Access is conditioned upon final approval by Purchaser.

   b. Safety

Vendor shall observe and comply with OSHA regulations, all applicable safety and environmental laws and regulations, and all Purchaser’s rules, guidelines, policies and procedures relating to safety, workplace conditions, health and the environment, including physical, fire, evacuation, accidents, hazardous materials or situations, or other safety regulations and policies.

   c. Information and System Security

Vendor acknowledges and understands that access to Purchaser’s computer networks may be necessary to perform the work under this Contract, and as a result Purchaser has placed or may place special confidence and trust in the Vendor in providing such access. Vendor acknowledges and understands that any access to Purchaser’s computer networks shall be limited, restricted and conditioned upon Vendor’s compliance with certain Purchaser policies and practices. Vendor warrants that it will perform all work for or on behalf of Purchaser in full compliance with the Office of the Chief Information Officer (OCIO) Security Policy, Standards and Guidelines, the Use of CTS Network policy attached hereto as Exhibit C, complete annual security awareness training provided by Purchaser’s organization and any other security documents and best practices provided by Purchaser (“Security Policies”).
Vendor, having agreed upon Purchaser’s Security Policies as the acceptable standard for network
security, warrants that it shall exercise its best efforts in the execution of the Security Policies with respect
to 1) access of any system; 2) any electronic transmission of code or data; 3) prevention of unauthorized
access; and 4) not downloading or accessing unapproved systems, programs, code, websites; self-help
code, unauthorized code, or other data without the written permission of the Purchaser.

2. Use of CTS Networks

The performance of this Contract involves the use of Washington State Computer Systems. For the
purposes of this Contract, Washington State Computer System means all physical and logical
components, computer networks consisting of cabling and network electronics as well as general or
specific computers, software, and other IT-based resources provided, or used by Consolidated
Technology Services.

Washington State Computer Systems, if provided, are to be used for the processing of official state
Government information only. All data contained on Washington State Computer System is owned by the
Washington State, may be monitored, intercepted, recorded, read, copied, or captured in any manner and
disclosed in any manner, by authorized personnel. There is no right to privacy in a Washington State
Computer System. System personnel may give to law enforcement officials any potential evidence of
crime found on Washington State Computer System.

Users of Washington State Computer System shall protect the computer systems in accordance with
Office of the Chief Information Officer IT Security Standards. Such protection may include, but is not
limited to, using and safeguarding passwords, using anti-virus software and keeping such software, as
well as the operating system and application security patches, up to date.

Washington State Computer Systems shall not be used for any purpose that is unauthorized, unlawful,
prohibited by the terms of this Contract, or for use unrelated to the fulfillment of your duties under this
Contract. The following list of misuse of a Washington State Computer System is not exhaustive but is
provided for explanatory purposes.

As a user of a Washington State Computer System, you agree that you shall not:

a) Publish, post, upload, distribute, disseminate or otherwise transmit any material or
information that is inappropriate, vulgar, profane, obscene, indecent, harmful, hateful,
threatening, abusive, racially, ethnically or otherwise objectionable, defamatory, libelous,
unlawful or invasive of another’s privacy.

b) Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation
with a person or entity, including but not limited to, an Agency or Washington State official.

c) Collect or store personal data about other users.

d) Publish, post, upload, distribute, disseminate or otherwise transmit any unsolicited or
unauthorized advertising, promotional materials, junk mail, bulk email, spam, chain letters,
pyramid schemes, or any other form of solicitation.

e) Publish, post, upload, distribute, disseminate or otherwise transmit files that contain viruses,
Trojan horses, worms, time bombs, cancelbots, corrupted files or any other similar software
or programs that may interrupt, damage, destroy or limit the functionality of any computer
software, hardware, telecommunications equipment or property of another.
f) Publish, post, upload, distribute, disseminate or otherwise transmit any material or information that you do not have a right to transmit under any law or under contractual, employment or fiduciary relationships.

g) Publish, post, upload, distribute, disseminate or otherwise transmit any images, photographs, software or other material or information that infringes any copyright, trademark, patent, trade secret or other proprietary right of another.

h) Interfere with or disrupt the services or the servers or networks connected to the services or disobey any requirements, procedures, policies or regulations of the networks connected to the service, including without limitation, engaging in unauthorized computer or network trespass, obstructing or bypassing computer identification procedures or scanning or probing another computer.

i) Damage, disable, overburden or impair any services or any network connected to the Services or interfere with any other party’s use and enjoyment of the services.

j) Gain unauthorized access to any services, other accounts, computer systems or networks connected to any services through hacking, password mining or any other means.

k) Provide or attempting to provide access or use of the service, servers or system to any entity not previously authorized in writing by CTS.

l) Obtain or attempt to obtain any materials or information through any means not intentionally made available through the services.

m) Access or attempt to access the Network after termination or expiration of this Contract.
Schedule A
Authorized Services and Price List

as of ______________

for
Contract Number TBD

Vendor To Be Determined is authorized to provide only the Goods and Services identified in this Schedule A, and agrees to charge the Prices set forth in this Schedule A, under this Contract.

The details of this Exhibit are to be determined based on RFQQ response
Schedule B – To Be Used If Needed
SAMPLE STATEMENT OF WORK

Statement of Work [YY-XX]

to
CONTRACT NUMBER TBD
for
Master Level Project Management Consulting Services

This Statement of Work (SOW) is made and entered by and between Consolidated Technology Services (“Purchaser”), and FirstRule Group (“Vendor”), for [describe acquisition or purpose of SOW]. This SOW incorporates by reference the terms and conditions of CONTRACT NUMBER TBD in effect between the Purchaser and Vendor. In case of any conflict between this SOW and the Contract, the Contract shall prevail. Purchaser and Vendor agree as follows:

1. Project or Task Objectives

[Describe in detail the project or task objectives.]

2. Scope of Work and Deliverables

Vendor shall provide Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

[Describe in detail what work Vendor will perform. Identify all tasks, work elements and objectives of the SOW, and timeline for completion of the major elements of the project.]

Vendor shall produce [describe in detail what deliverables Vendor will produce].

3. Timeline and Period of Performance

The period of performance for this project will start on [start date] and the work tasks are estimated to continue through [end date]. Purchaser has the right to extend or terminate this SOW at its sole discretion.

4. Compensation and Payment

Purchaser shall pay Vendor an amount not to exceed [________] dollars ($___) [specify maximum dollar amount] for the performance of all activities necessary for or incidental to the performance of work as set forth in this SOW. Vendor’s compensation for services rendered shall be based on Vendor’s Prices as set forth in the Contract’s Schedule A, Authorized Services and Price List as follows:

[List detail of compensation to be paid, e.g., hourly rates, number of hours per task, unit prices, cost per task, cost per deliverable, etc.]

[Expenses are optional. Travel costs are the most common reimbursable expense. If no travel is expected, insert a statement to that effect, e.g. “All activities are expected to take place in the greater]
(fill in location) area, thus no travel expenses are expected or authorized.” If Purchaser agrees to reimburse travel costs, include the following language.

Purchaser shall reimburse Vendor for travel and other expenses as identified in this SOW, or as authorized in writing, in advance by Purchaser in accordance with the current rules and regulations set forth in the Washington State Administrative and Accounting Manual (http://www.ofm.wa.gov/policy/poltoc.htm). No payment of travel expenses will be made to Vendor for routine travel to and from Purchaser’s location. Vendor shall provide a detailed itemization of expenses, including description, amounts and dates, and receipts for amounts of fifty dollars ($50) or more when requesting reimbursement. The amount reimbursed to Vendor is included in calculating the “not to exceed” amount specified above.

[If Vendor will be reimbursed for any other expenses, describe them and any cost limits in this section.]

5. Vendor Staff, Roles and Responsibilities
[Identify Vendor staff who will be involved, naming individuals key to the project, and describe in detail their roles and responsibilities.]

6. Purchaser Staff, Roles and Responsibilities
[Identify Purchaser staff who will be involved and describe in detail their roles and responsibilities.]

7. Additional Terms and Conditions Specific to this SOW
[State additional terms and conditions specific to this SOW not found in Contract, if any.]

In Witness Whereof, the parties hereto, having read this SOW [YY-YY] to CONTRACT NUMBER TBD in its entirety, do agree thereto in each and every particular.

Approved

Consolidated Technology Services

Approved

Vendor To Be Determined

Signature

Signature

Print or Type Name

Print or Type Name

Title                      Date

Title                      Date
Schedule C
Reserved
MWBE participation is defined as: Certified MBEs and WBEs bidding as prime Vendor, or prime Vendor firms subcontracting with certified MWBEs. For questions regarding the above, contact Office of MWBE, (360) 664-9770.

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<th>MBE FIRM NAME</th>
<th>*MBE CERTIFICATION NO.</th>
<th>PARTICIPATION %</th>
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*Certification number issued by the Washington State Office of Minority and Women's Business Enterprises.