Exhibit C
PROPOSED CONTRACT

Contract No. Kxxxx
Between the
State of Washington
Office of Financial Management
and
Contactor Name

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

Contractor Name:
Address:
City, State, Zip Code:
Phone:
e-mail:
WA State UBI No.:

1. PURPOSE

AGENCY issued Request for Quotations (RFQ) Number 26-700 dated November 23, 2026, for the purpose of establishing Contracts for Ethernet Transport Services for the K-20 Education Network (K-20).

AGENCY evaluated all properly submitted Responses to the above-referenced RFQ and identified CONTRACTOR as an Apparently Successful Bidder.

AGENCY has determined that entering into this Contract with CONTRACTOR will meet the State's needs and will be in the State's best interest.

NOW THEREFORE, AGENCY awards to CONTRACTOR this Contract, the terms and conditions of which shall govern CONTRACTOR's furnishing Ethernet Transport Services set forth in the RFQ and CONTRACTOR's Response thereto for provisioning the K-20 Education Network awarded hereunder. This Contract is not for personal use.

This Contract is an optional-use contract that neither financially binds the AGENCY nor otherwise obligates the State to purchase any Services hereunder. Nor does the Contract prevent the AGENCY or the State from purchasing the same or similar Services from other sources, provided that all legal requirements for such acquisition(s) are satisfied.

2. SCOPE OF WORK

A. Exhibit A, attached hereto and incorporated by reference, contains the General Terms and Conditions governing work to be performed under this Contract, the nature of the working relationship between the AGENCY and the CONTRACTOR, and specific obligations of both parties.

B. The CONTRACTOR will provide Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

3. PERIOD OF PERFORMANCE

The Period of Performance of this Contract will begin on the date fully signed by the parties through June 30, 2032, or a date mutually agreed upon by the AGENCY and the CONTRACTOR.

The Period of Performance of this Contract, at the AGENCY'S sole discretion, may be extended by up to five (5) additional one (1) year terms in increment(s) that best meet the needs of AGENCY, provided that the extensions are mutually agreed to by both parties. Extensions shall be effected by AGENCY giving written notice to the CONTRACTOR of its intent to extend this Contract prior to the then-current expiration date and CONTRACTOR accepting such extension. No change in terms and conditions shall be permitted during these extensions unless specifically agreed to in writing.

Term of Work Orders (WO). The term of any WO executed pursuant to this Contract shall be set forth in the WO. The term of any WO may not extend beyond the expiration of the contract. The WO may be terminated in accordance with the termination sections of this Contract or as agreed between the parties in writing. Termination of any separate WO will not affect any other WO to the extent that such WOs are not contingent upon one another.

4. DEFINITIONS

"Acceptance" or "Accepted" means that the Services successfully passes K-20 Acceptance Testing and shall be formalized in a written notice from AGENCY to CONTRACTOR.

"Acceptance Date" for contractor-installed Service shall mean the date upon which AGENCY formally accepts the Services as meeting the criteria specified in RFQ Attachment A, Sections 4.1 -4.19 Ethernet Performance Requirements.

"Acceptance Testing" is the process for ascertaining that the Services meet the standards set forth in RFQ Attachment A, Sections 4.1-4.20 Ethernet Performance Requirements and Section 5.6 Service Installation, prior to Acceptance by K-20 on behalf of AGENCY.

"Contractor Account Manager" is a representative of CONTRACTOR who is assigned as the primary contact person with whom the Contract Administrator shall work throughout the duration of this Contract, unless replaced, with advance approval of the Contract Administrator, and as further defined in the section titled ***Contractor Account Manager***.

"Contractor Project Manager" is a representative of CONTRACTOR who is assigned to each K-20/AGENCY installation Project as the coordinator of activities and the primary point of contact, as further defined in the section titled ***Contractor Project Manager***.

"**Delivery Date**" shall mean the date by which Bidder commits to having the Service installed, tested, and service completion handoff email sent as specified in RFQ Attachment A, Section 5.6.4ii.

"**Last Mile**" shall mean the final leg of the Service Path that connects the Bidder Demarcation Point to the first point of aggregation in the Bidder's Service Path.

"Monthly Recurring Cost" or **"MRC"** means monthly recurring costs.

"Minimum Service Commitment" is the minimum period in which K-20/AGENCY agrees to keep Service.

"Non-Recurring Cost" or "NRC" means non-recurring costs such as installation and other agreed to one time charges.

"Node Site(s)" or "K-20 Node" are a K-20 operated backbone telecommunications facility.

"Prevailing Rate of Wage" shall be the rate of hourly wage, usual benefits, and overtime paid in the locality, as defined in RCW 39.12.

"Price" means charges, costs, rates, and/or fees charged for the Services under this Contract and shall be paid in United States dollars.

"Project" means the installation and provision of Ethernet Service to a single end site for a specific term.

"RFQ" means the Request for Quotation used as a solicitation document to establish this Contract, including all its amendments and modifications, Exhibit C hereto.

"Response" means CONTRACTOR's Response to the RFQ for Ethernet Transport Services for the K-20 Education Network, Exhibit D hereto.

"Revised Code of Washington (RCW)" shall mean the compilation of all permanent laws now in force in Washington State. It is a collection of Session Laws (enacted by the Legislature and signed by the Governor or enacted via the initiative process), and arranged by topic.

"Service" or "Services" means the actual Ethernet connection to a specific site which meets performance standards.

"Service Bandwidth" means the currently contracted bandwidth, typically expressed in Mpbs.

"Service Path" shall mean the entire transport circuit, from the Bidder Demarcation Point to the K-20 Node Site device on the other end of the circuit.

"Service Port" means a vendor's aggregation service terminated on K-20 equipment at one of the Node Sites.

"Specifications" means the technical and other specifications set forth in the RFQ, as specified in RFQ Attachment A Sections 4.1-4.19 Ethernet Performance Requirements, and Section 5.1-5.6.4 Service Requirements.

"State" means the State of Washington.

"Subcontractor" shall mean an individual or entity not in the employment of Bidder, who may perform all or part of the business activities contemplated in this solicitation, including but not limited to: services, leased infrastructure, telecommunications transport (including First, middle, and/or last mile), construction, maintenance, electrical work, or on-site access, and is under a separate contract with Bidder. The term "Subcontractor" means Subcontractor(s) of any tier.

"Work Order" or "WO" means a separate statement of the work to be accomplished by CONTRACTOR under the terms and conditions of this Contract. A template Work Order is attached as Schedule A.

5. WORK ORDERS AND CHANGES

All Services must be performed pursuant to the terms of this Contract and must be documented in writing in a mutually agreed upon WO.

CONTRACTOR agrees that within ten (10) business days of the initial receipt of a Work Orders, CONTRACTOR must either sign and return such WO, or notify the OFM Contract Administrator of the need for additional time, not to exceed five (5) additional business days. Neither the AGENCY nor K-20 are responsible for payment for any work performed by CONTRACTOR until a WO is executed by CONTRACTOR and AGENCY and the work has been Accepted.

Installation

CONTRACTOR agrees to have the Service installed, tested, and ready for K-20 Acceptance Testing (pursuant to RFQ Attachment A, Section 5.6.4 Service Acceptance) on or before July 1, 2027. AGENCY reserves the right to cancel the Work Order without penalty if CONTRACTOR is unable to meet this deadline. Any exceptions will be at AGENCY'S sole option. CONTRACTOR may request reasonable extensions of these intervals to at least sixty (60) days.

It is CONTRACTOR's responsibility to coordinate the delivery of, install or arrange installation or, test and make operational all items necessary to provide the services ordered. CONTRACTOR agrees to provide written notification to K-20 upon Service installation completion in accordance with RFQ Attachment A, Section 5.6.4 Service Acceptance.

Acquisition of Permits

CONTRACTOR will be responsible for the acquisition of any permits (including but not limited to city, county, state, tribal, federal, or private) required for installation of equipment or otherwise necessary for provision of Services. All required permits must be identified and applied for within 45 calendar days of Work Order execution unless otherwise agreed to in writing by AGENCY and CONTRACTOR. Upon request, CONTRACTOR will provide detailed permitting information to AGENCY within three (3) business days of AGENCY's request including, but not limited to, type, permit number, application date, and status.

Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, AGENCY agrees to pay CONTRACTOR the termination liability as follows:

1) T**ermination during the Minimum Service Commitment**, termination liability must be an amount equal to 100% of the monthly recurring cost ("MRC") of the services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the term of the WO after the Minimum Service Commitment.
2) **Termination after the Minimum Service Commitment**, termination liability must be an amount equal to 40% of the MRC times the number of months remaining in the term of the WO.
3) **Sites leaving the K-20 Network**, termination liability must be an amount equal to 100% of the MRC of the service terminated times the number of months remaining in the Minimum Service Commitment.

Failure to Perform – Individual Service

Any Service purchased on a Work Order resulting from this contract will be considered to be in a state of service failure if it meets any of the following criteria:

1) The service reliability drops below the RFQ Attachment A, Section 4.1-4.20, Ethernet Performance Requirement of meeting all specified performance requirements 99.9 percent of the time during a calendar month.
2) The service does not meet RFQ Attachment A, Section 4.1-4.20, Ethernet Performance Requirements for three (3) or more periods lasting five (5) or more minutes during any ninety (90) day period.
3) The service does not meet RFQ Attachment A, Section 4.1-4.20, Ethernet Performance Requirements for five (5) or more periods lasting less than five (5) minutes during any ninety (90) day period.
4) If CONTRACTOR fails to perform any obligation under this Contract, the WO used to purchase the service, or RFQ Attachment A, Section 5.1-5.6.4iv, Ethernet Service Requirements, AGENCY must give CONTRACTOR written notice of such Failure to Perform. If after fourteen (14) calendar days from the date of the written notice CONTRACTOR is not meeting all obligations, then AGENCY may elect, at its sole discretion, to terminate any Service on a WO resulting from this Contract using Termination for Convenience.

Work Orders to add new Service port(s)

WOs to add new Service Port(s) at a specific site will be for the remainder of the then current Minimum Service Commitment for that site. All Service Ports ordered for a specific site under a WO will expire on the same date regardless of when they are ordered (e.g., if the original Service is in Month 10 of a 60-month fixed period rate plan, the new Service Port at that site will be billed at the 60-month MRC rate for the next 50 months).

Change Service Port or Service Bandwidth

A subsequent order to change Service Port or Service Bandwidth during the term of the WO may be assessed a Non-recurring Cost (NRC). The MRC will be changed to the new Service Bandwidth profile charge. AGENCY may be assessed an early termination liability charge for any decrease in bandwidth during the term of the WO.

Physical move of Service to a new location

Customer's request for a physical move of Service to a new location may be treated as a termination of Service at the original location. NRC's may apply and Minimum Service Commitment requirements must be met in the new location. In the event the Minimum Service Commitment cannot be met, a new WO must be signed.

Physical move of Service to a location within the same building

For the physical move of K-20's existing Service to a location within the same building, CONTRACTOR may charge actual costs to AGENCY. CONTRACTOR must provide a written estimated cost for AGENCY review and written approval prior to the Service being moved. AGENCY may at its sole option, decide against proceeding with the move with no further obligation or liability to the CONTRACTOR. In all cases, there must be no changes to the Minimum Service Commitment, unless mutually agreed to in writing.

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

Prevailing Wage

Work Orders under this Contract are subject to Washington's Prevailing Wage on Public Works Act (RCW 39.12). Accordingly, for work pursuant to this Contract, Contractor (including any subcontractors), unless exempt, must pay all workers employed in the performance of any part of the work in accordance with RCW 39.12 and the rules promulgated by the Washington State Department of Labor and Industries.

6. COMPENSATION

Total compensation payable to CONTRACTOR for satisfactory performance of the work under this contract shall not exceed *spell-out* Dollars ($xxxx).

CONTRACTOR agrees to provide the Services to K-20/AGENCY at the prices set forth in the Authorized Service and Price List attached as Exhibit B to this Contract. Such prices may not be increased during the term of this Contract. Services may also be ordered based on subsequent site specific price quotes provided by CONTRACTOR.

If, during the term of the Contract, lower prices and rates are made available by the CONTRACTOR to any other customer for like terms, conditions, quantities and services, K-20/AGENCY will be given immediate benefit of such lower prices and rates.

In addition, the parties may elect to amend the price list to provide greater bandwidth for the same rates as those listed in this Contract, as appropriate.

E-rate Funding

a) If, for any reason other than CONTRACTOR's material failure to deliver Service under the terms of this Contract, the Federal Communications Commission ("FCC"), Universal Service Administrative Company ("USAC") or other funding sources fail to reimburse CONTRACTOR for Service, or if the FCC, USAC or other funding sources reclaim any portion of funds paid to CONTRACTOR on AGENCY's behalf, then AGENCY will reimburse CONTRACTOR for these amounts.

b) While CONTRACTOR will use commercially reasonable efforts to assist AGENCY in requesting funds, CONTRACTOR is not responsible for AGENCY's compliance with FCC, USAC or other funding sources' rules and regulations, AGENCY's applications for funds, or any decisions or actions by the FCC, USAC or other funding sources with respect to AGENCY.

7. BILLING PROCEDURE AND PAYMENT

AGENCY will pay CONTRACTOR upon Acceptance of Service provided and receipt and approval of a properly completed invoice, which must be submitted to the K-20 Contract Administrator. For any specific Service, billing will commence upon Service Acceptance Date.

CONTRACTOR must provide billing with the presentation of a proper invoice. Invoices that do not contain the proper billing detail in accordance with guidelines set forth herein will be returned unpaid to the CONTRACTOR for proper billing detail corrections and reissue.

Monthly invoices must be itemized and priced, to include the following for each service provided to customer:

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1. This Contract Number Kxxxx
2. The Work Order Number corresponding to the items being billed
3. End-Site Name (provided in Work Order)
4. CONTRACTOR account number;
5. CONTRACTOR circuit identifier;
6. Monthly Recurring Charges for Services as single line item or subtotal (pro-rated for partial months);
7. Taxes and fees;
8. Any service credits, including without limitation, Out of Service credits issued pursuant to this Contract;
9. Dates of service period
10. Installation cost (if applicable);
11. Total invoice amount; and
12. Payment terms, including any available prompt payment discount

Billing for this Contract must be submitted separately from CONTRACTOR billing for any other contract the CONTRACTOR may have with AGENCY, including for similar services. AGENCY will not accept single billings for multiple contracts. AGENCY will return any such invoices to CONTRACTOR for correction and reissue.

Unless otherwise indicated in a WO, the billing for Services must be submitted in PDF, Word, Excel, or comparable electronic format and emailed to:

billing@k20wa.org

In the event that email is not available, billing for Services may be submitted to the following physical address exclusively via the United States Postal Service:

K-20 Education Network
PO Box 42438
Olympia, WA 98504-2438
Attn: Accounts Payable

CONTRACTOR must complete registration with the Washington Statewide Vendor Payment Registration system prior to issuing any invoices for services. Registration may be completed at: https://ofm.wa.gov/it-systems/accounting-systems/statewide-vendorpayee-services.

Payments shall be due and payable within thirty (30) calendar days after receipt and Acceptance of Services or thirty (30) calendar days after receipt of properly prepared invoices, whichever is later.

In the event of a good faith dispute related to an invoice, AGENCY may pay only the undisputed portion of the invoice on a timely basis. The AGENCY will notify CONTRACTOR in writing of the basis for withholding payment. CONTRACTOR and AGENCY agree to work together in good faith to resolve such dispute in a prompt and mutually acceptable manner. If the dispute is not resolved within ninety (90) days after CONTRACTOR's receipt of AGENCY's dispute notice, the parties will invoke Section 14. *Disputes* of Exhibit A-General Terms and Conditions to this Contract.

Overpayments to Contractor

Within thirty (30) days written notice to the CONTRACTOR, it shall pay the AGENCY the full amount of any erroneous payment or overpayment under this Contract. Such payment will be by check or money order to the address and payee stated in such notice. Payment shall be made by the next applicable billing period. For overpayments or erroneous payments that would otherwise require the issuance of credits after the termination of affected Services under this Contract, CONTRACTOR shall refund to AGENCY the full amount in the form of a check or money order.

8. CONTRACT MANAGEMENT

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law (except notice of Service issues) 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 certified mail, return receipt requested, to the parties at the addresses provided in this section. For purposes of complying with any provision in this Contract or applicable law that requires a "writing," such communication, when electronically signed as allowed by Washington state law, shall be considered to be "in writing" or "written" to an extent no less than if it were in paper form.

Correspondence relating to this Contract must include the OFM Contract number *KXXXX*.

To Contractor at:	**To AGENCY at:**
name Attn: name Copy to: Phone: xxx e-mail: xxxx ***If by US Postal Service:*** Street City State Zip ***If by Overnight Courier:*** Street City State Zip	K-20 Education Network Attn: Contract Administrator Copy to: OFM IT Contracts Administrator Phone: 360.292.4193 E-mail: amandar@k20wa.org ***If by US Postal Service:*** PO Box 42438 Olympia, WA 98504 ***If by Overnight Courier:*** 410 11th AVE SE #204 Olympia, WA 98501 ***Copy to OFM IT Contracts Administrator:*** PO Box 43113 Olympia, WA 98504-3113

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.

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 CONTRACTOR or AGENCY, unless prohibited or restricted by law such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process.

9. CONTRACTOR ACCOUNT MANAGER

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

Contractor Account Manager: Name and title		
Address: address		
Phone:	Fax:	E-mail:

10. CONTRACTOR PROJECT MANAGER

CONTRACTOR shall assign a Contractor Project Manager for each K-20/AGENCY project. K-20/AGENCY may request replacement of the CONTRACTOR Project Manager for any lawful reason, all personnel decisions are in the sole discretion of CONTRACTOR. The CONTRACTOR Project Manager shall be the principal point of contact for K-20/AGENCY and shall coordinate CONTRACTOR's activities. The CONTRACTOR Project Manager shall produce and maintain a complete plan for all CONTRACTOR-related activities concerning installation.

11. INSURANCE

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

a. Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than $1,000,000 per occurrence, $2,000,000 aggregate.

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

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

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

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

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

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

12. PATENT AND COPYRIGHT INDEMNIFICATION

CONTRACTOR, at its expense, shall defend, indemnify, and save AGENCY harmless from and against any third party claims against AGENCY that any Service as provided by CONTRACTOR and supplied hereunder, or AGENCY's use of the Service within the terms of this Contract, infringes any patent, copyright, trade secret, trademark, or other similar proprietary right of a third party worldwide. CONTRACTOR shall pay all costs of such defense and settlement and any penalties, costs, damages and attorneys' fees awarded by a court or incurred by AGENCY provided that AGENCY:

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

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

c. Cooperates with CONTRACTOR (at CONTRACTOR's expense) in the defense and/or settlement of such claim upon CONTRACTOR's request.

If such claim has occurred, or in CONTRACTOR's opinion is likely to occur, AGENCY agrees to permit CONTRACTOR, at its option and expense, either to procure the right to continue using the Service or to replace or modify the same so that they become non-infringing and functionally equivalent. If use of the Service is enjoined by a court and CONTRACTOR determines that none of these alternatives is reasonably available, AGENCY may terminate the Service. No termination charges will be payable on such Service and the AGENCY will pay only those charges that were payable prior to the date of such termination.

13. LIMITATION OF LIABILITY

The parties agree that CONTRACTOR and AGENCY shall not 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 or any other conditions as are elsewhere agreed to herein between the parties. The damages specified in the sections titled Termination for Cause, and Review of CONTRACTOR's Records are not consequential, incidental, indirect, or special damages as that term is used in this section.

CONTRACTOR and AGENCY shall not be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of either CONTRACTOR or AGENCY. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of a governmental body other than AGENCY 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 CONTRACTOR, AGENCY, or their respective Subcontractors.

14. NONDISCRIMINATION

a) Nondiscrimination Requirement. During the term of this Contract, CONTRACTOR, including any Subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any Subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which CONTRACTOR, or Subcontractor, has a collective bargaining or other agreement.

b) Obligation to Cooperate. CONTRACTOR, including any Subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that CONTRACTOR, including any Subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

c) Default. Notwithstanding any provision to the contrary, AGENCY may suspend CONTRACTOR, including any Subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until AGENCY receives notification that CONTRACTOR, including any Subcontractor, is cooperating with the investigating state agency. In the event CONTRACTOR, or Subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), AGENCY may terminate this Contract in whole or in part, and CONTRACTOR, Subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. CONTRACTOR or Subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

d) Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, CONTRACTOR, Subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. AGENCY shall have the right to deduct from any monies due to CONTRACTOR or Subcontractor, or that thereafter become due, an amount for damages CONTRACTOR or Subcontractor will owe AGENCY for default under this provision.

15. ASSURANCES

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

16. ORDER OF PRECEDENCE

Each of the exhibits 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:

1. Applicable federal and state of Washington statutes and regulations
2. Special terms and conditions as contained in this basic contract instrument
3. Exhibit A – General Terms and Conditions

4. Exhibit B – Authorized Service and Price List
5. The terms and conditions contained in executed Schedule A - Work Order(s) (See sample in Schedule A to this Contract)
6. Exhibit C - AGENCY's RFQ# 26-700, dated November 23, 2026
7. Exhibit D - CONTRACTOR's Response to AGENCY's RFQ, dated xxx 2027
8. Any other provision, term or material incorporated herein by reference or otherwise incorporated

17. ENTIRE AGREEMENT

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

18. CONFORMANCE

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

APPROVAL

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

NAME OF CONTRACTOR		OFFICE OF FINANCIAL MANAGEMENT	
_____		_____	
Signature	Date	Signature	Date
_____		_____	
Name		Name	
_____		_____	
Title		Title	

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SUPPLIER DIVERSITY QUESTIONNAIRE

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

SMALL BUSINESS

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

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

*go to WEBS (wa.gov) to register or email joe.norwood@des.wa.gov for assistance

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

(a) Certifies, under penalty of perjury, that it is owned and operated independently from all other businesses and has either:

(I) Fifty or fewer employees; or

(II) A gross revenue of less than seven million dollars annually as reported on its federal income tax return or its return filed with the department of revenue over the previous three consecutive years; or

DIVERSE BUSINESS

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

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

*go to Certification | Office of Minority and Women's Business Enterprises (wa.gov) to apply for certification or

email timolina@omwbe.wa.gov for assistance

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

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

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

SUBCONTRACTORS

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

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

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EXHIBIT A -
GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

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

a. "AGENCY" shall mean the Office of Financial Management of the state of Washington, any division, section, office, unit or other entity of the AGENCY, or any of the officers or other officials lawfully representing that AGENCY.

b. "AGENT" shall mean the Director, and/or the delegate authorized in writing to act on the Director's behalf.

c. "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.

d. "SUBCONTRACTOR" shall mean one not in the employment of the CONTRACTOR, who is performing all or part of those services under this contract under a separate contract with the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.

2. ACCESS TO DATA

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

3. ADVANCE PAYMENTS PROHIBITED

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

4. AMENDMENTS

This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

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

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

6. ASSIGNMENT

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

7. ATTORNEYS' FEES

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

CONTRACTOR retains the right to freely assign its rights under the Contract, with notice to AGENCY as soon as practicable but without the necessity of obtaining AGENCY's consent, under the following circumstances:

To any entity into which CONTRACTOR may be merged or consolidated or that purchases substantially all the assets of CONTRACTOR.

8. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

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

9. CONFLICT OF INTEREST

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

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

10. COPYRIGHT PROVISIONS

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

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

For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, CONTRACTOR hereby grants to the AGENCY a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform,

and publicly display. The CONTRACTOR warrants and represents that CONTRACTOR has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the AGENCY.

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

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

11. COVENANT AGAINST CONTINGENT FEES

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

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

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

a. CONTRACTOR, defined as the primary participant and it principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
   1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
   2) Have not within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
   3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
   4) Have not within a three-year period preceding the signing of this Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.

b. Where the CONTRACTOR is unable to certify to any of the statements in this Contract, the CONTRACTOR shall attach an explanation to this Contract.
c. The CONTRACTOR agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by AGENCY.
d. The CONTRACTOR further agrees by signing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

1) The lower tier CONTRACTOR certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2) Where the lower tier CONTRACTOR is unable to certify to any of the statements in this Contract, such CONTRACTOR shall attach an explanation to this Contract.

e. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact AGENCY for assistance in obtaining a copy of these regulations.

13. DISALLOWED COSTS

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

14. DISPUTES

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

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

b. The respondent shall send a written answer to the requester's statement to both the agent and the requester within 5 working calendar days.

c. The AGENT shall review the written statements and reply in writing to both parties within 10 working days. The AGENT may extend this period if necessary by notifying the parties.

d. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

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

15. DUPLICATE PAYMENT

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

16. GOVERNING LAW

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

17. INDEMNIFICATION

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

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

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

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

18. INDEPENDENT CAPACITY OF THE CONTRACTOR

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

19. INDUSTRIAL INSURANCE COVERAGE

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

20. LICENSING, ACCREDITATION AND REGISTRATION

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

21. LIMITATION OF AUTHORITY

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

22. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

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

23. NONDISCRIMINATION

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

24. PRIVACY

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

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

25. PUBLICITY

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

26. RECORDS MAINTENANCE

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

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

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

27. REGISTRATION WITH DEPARTMENT OF REVENUE

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

28. RIGHT OF INSPECTION

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

29. SAVINGS

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, the AGENCY may terminate the contract under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation at the AGENCY'S discretion under those new funding limitations and conditions.

30. 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.

31. SITE SECURITY

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

32. SUBCONTRACTING

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

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

33. TAXES

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

34. TERMINATION DUE TO CHANGE IN FUNDING

If the funds AGENCY relied upon to establish this Contract are withdrawn or reduced, or if additional or modified conditions are placed on such funding, AGENCY may immediately terminate this Contract by providing written notice to the CONTRACTOR. The termination shall be effective on the date specified in the notice of termination.

35. TERMINATION FOR CAUSE

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

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

The AGENCY reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the CONTRACTOR from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the CONTRACTOR or a decision by the AGENCY to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the

CONTRACTOR: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.
The rights and remedies of the AGENCY provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

36. TERMINATION FOR CONVENIENCE

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

37. TERMINATION PROCEDURES

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

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

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

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

a. Stop work under the contract on the date, and to the extent specified, in the notice;

b. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;

c. Assign to the AGENCY, in the manner, at the times, and to the extent directed by the AGENT, all of the rights, title, and interest of the CONTRACTOR under the orders and subcontracts so terminated, in which case the AGENCY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

d, Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AGENT to the extent AGENT

may require, which approval or ratification shall be final for all the purposes of this clause;

e. Transfer title to the AGENCY and deliver in the manner, at the times, and to the extent directed by the AGENT any property which, if the contract had been completed, would have been required to be furnished to the AGENCY;

f. Complete performance of such part of the work as shall not have been terminated by the AGENT; and

g. Take such action as may be necessary, or as the AGENT may direct, for the protection and preservation of the property related to this contract, which is in the possession of the CONTRACTOR and in which the AGENCY has or may acquire an interest.

38. TREATMENT OF ASSETS

a. Title to all property furnished by the AGENCY shall remain in the AGENCY. Title to all property furnished by the CONTRACTOR, for the cost of which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the AGENCY upon delivery of such property by the CONTRACTOR. Title to other property, the cost of which is reimbursable to the CONTRACTOR under this contract, shall pass to and vest in the AGENCY upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the AGENCY in whole or in part, whichever first occurs.

b. Any property of the AGENCY furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by the AGENCY, be used only for the performance of this contract.

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

d. If any AGENCY property is lost, destroyed or damaged, the CONTRACTOR shall immediately notify the AGENCY and shall take all reasonable steps to protect the property from further damage.

e. The CONTRACTOR shall surrender to the AGENCY all property of the AGENCY prior to settlement upon completion, termination or cancellation of this contract

f. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR'S employees, agents or SUBCONTRACTORS.

39. U.S. DEPARTMENT OF TREASURY, OFFICE OF FOREIGN ASSETS CONTROL

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

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

40. WAIVER

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

Exhibit C
PROPOSED CONTRACT

SCHEDULE A TO CONTRACT #____
Work Order #____

This Work Order is made and entered into by and between the State of Washington, Office of the Financial Management, on behalf of Washington's K-20 Education Network hereinafter referred to as the "AGENCY",, and [Bidder] hereinafter referred to as "CONTRACTOR", pursuant to Section XX of that certain contract KXXXX, for Ethernet Transport Services for K-20 Education Network.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the contract.

Incorporation of the Contract

The terms and conditions of the Contract are hereby restated and incorporated by reference in their entirety.

Term

This Work Order shall be effective as of the date executed by AGENCY and CONTRACTOR (the "Effective Date") and continue in full force and effect through JUNE 30, 20XX.

Term of Service – Individual Circuits

Circuits ordered on this Work Order shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Acceptance Date for that site. The list of circuits covered by this Work Order is incorporated by reference and attached hereto. All construction costs will be included in the first invoice.

Service Delivery

CONTRACTOR agrees to provide during the Term of this Work Order, Ethernet Services meeting the technical and other specifications set forth in the RFQ, as specified in Attachment A, Project Requirement No. 4 Ethernet Performance Requirements, and Project Requirement No. 5 Service Requirements at the bandwidth, price, and between the endpoints specified.

Upon completion of individual service installation, CONTRACTOR will provide notification to AGENCY pursuant to RFQ Attachment A, Requirement No. 5.6.4 Service Acceptance.

In Witness Whereof, the parties hereto, having read this Work Order YY-YY to Contract Number KXXXX in its entirety, do agree thereto in each and every particular.

NAME OF CONTRACTOR		OFFICE OF FINANCIAL MANAGEMENT	
_____		_____	
Signature		Signature	
_____		_____	
Name		Name	
_____		_____	
Title	Date	Title	Date