

Sole Source Notification

Voices from the Field Arts Educators

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

*This Sole Source Notification is available at the [Office of Superintendent of Public Instruction \(OSPI\) website](#) and at the Department of Enterprise Services, [Washington Electronic Business Solution \(WEBS\) Procurement website](#) under the following commodity codes: **918-38**-Education and Training Consulting; **924-74**-Special Education; **924-78**-Teaching and Instruction Services (Including Elementary and Secondary Education, Higher Education and Adult Education); **962-07**-Arts Services (Cultural, Design, Visual, etc.).*

The Office of Superintendent of Public Instruction (OSPI) intends to award a \$265,977 sole source contract to Arts Impact for the period starting September 23, 2025, through August 31, 2026.

The purpose of this contract is to provide and engage middle school migratory students (Migrant Education Program eligible) and their teachers with an enriched arts experience while promoting academic learning in math, English Language Arts (ELA), science, or social studies, and the arts.

The main objective is to design and implement educator professional learning that addresses the [Areas of Opportunity](#) for migrant students by infusing [art standards](#) into core instruction in [math](#), [English Language Arts \(ELA\)](#), [science](#), or studies. This includes recruitment of a statewide cohort of up to fifteen (15) qualified educators in up to five (5) Local Education Agencies (LEAs). Arts Impact will design, coordinate and facilitate ongoing professional training that addresses:

- standards aligned, arts-infused lesson development and assessment,
- student engagement and learning experiences, and
- community (parent/guardian, family) engagement and partnership

Consultants contemplating the above requirements shall submit capability statements detailing their ability to meet the state's requirements **no later than 3:00 pm on** September 22, 2025.



Capability statements must address the following state requirements:

- Understanding of the migratory lifestyle of migratory students & families in Washington state.
- Experience working with diverse public education school districts, including urban, suburban, and rural communities.
- Ability to develop, coordinate, facilitate, and evaluate progressively complex professional learning of arts infusion in core instruction to classroom educators serving bilingual/bicultural middle school age migratory student population.
- Experience with arts and cultural teaching and learning that integrates other content areas (e.g., math, science, English Language Arts) and with knowledge of learning standards in the arts and other academic disciplines
- Experience working with Black, Indigenous, People of Color (BIPOC) and/or other historically underserved communities.

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

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

Marion Kariuki
Office of Superintendent of Public Instruction
Email: contracts@k12.wa.us

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

- *Attachment 1 – A copy of the Sole Source Contract Filing Justification*
- *Attachment 2 – A copy of the proposed draft sole source contract in significantly final form*
- *Attachment 3 – A copy of the Sole Source Market Research Worksheet*

Attachment 1 – Sole Source Contract Filing Justification

Specific Problem or Need

- *What is the business need or problem that requires this contract?*
The Elementary and Secondary Education Act of 1966 established Title I Part C Migrant Education as a program to address the academic and support needs of migratory students whose lifestyle of moving as part of the agricultural and fishing cycles of harvesting and gathering require students and families to leave school prior to the end of the school year and return several weeks after the school year has started. This migratory lifestyle is very dependent on the harvesting cycles as part of their economic

livelihood. Many times, students fall behind in classwork, comprehension, and credit accrual towards graduation.

Studies have shown that improvement in writing, reading comprehension, and verbal expression has been found in elementary school age children following artistic experiences in the visual arts and music (Catterall, 1998; Moore and Caldwell, 1993). There is also improved ability in elementary and middle school age children to think speculatively, analytically, and critically after experiences in drama, dance, and the visual arts (Fineberg, 1991; Wolf, 1994). Studies have also improved brain function, specifically spatial-temporal reasoning (required for mathematics), following music education (Rauscher et al., 1993).

Arts Impact has extensive experience in infusing the arts into core instruction, showing increased engagement of participating students as well as increased involvement by mentored educators.

By partnering with Arts Impact, the Migrant Education Program has been able to provide supplemental services that enhance the education of migratory students and engage students and staff in the arts.

Sole Source Criteria

- *Describe the unique features, qualifications, abilities or expertise of the contractor proposed for this sole source contract.*

OSPI's Migrant Education Program began this program when Arts Impact was part of Puget Sound Educational Service District's (PSESD) organization. At that time OSPI entered into an Interlocal Agreement to provide the Voices from the Field Arts Academy professional learning component. Arts Impact separated from PSESD, but has continued to be partners in this work as they have the unique expertise to provide ongoing professional learning of arts infusion in core instruction to educators serving migratory student population.

Established in 1999, in partnership with the Cultural Council of Greater Tacoma, [Tacoma Art Museum](#), and the [Broadway Center for the Performing Arts](#), Arts Impact has extensive experience working in Washington State schools, providing professional learning to PK-8th-grade teachers, reaching thousands of students. Over the past 25 years, Arts Impact has served 1,477 teachers from 148 schools in 29 districts, reaching more than 135,000 students.

Arts Impact operates six professional development models, enabling preschool through middle school teachers to incorporate the arts into their students' basic education through an intense two-year program that emphasizes hands-on learning through one-on-one artist/teacher mentorships. Each model has a specific focus, common goals and

key features address the critical needs of teachers, students, and schools. They are a nationally recognized arts education program, having received seven highly competitive U.S. Department of Education arts education grants. In one grant award, Arts Impact was able to demonstrate how arts infusion was able to close the opportunity gap for children of color and children of poverty.

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

OSPI-MEP has a well-established partnership with Arts Impact, which was identified by OSPI's Arts Education department, and referred to the Migrant Education Program almost a decade ago. OSPI's former program supervisor for the Arts at OSPI, being well informed of Arts Education resources in Washington State, knew of no other entity with the knowledge and expertise like Arts Impact that could provide arts-infused professional learning for classroom educators that included guidance on measuring student growth. This partnership has provided an opportunity for classroom educators to engage in ongoing professional learning of arts infusion in core instruction. This work continued over the course of many years, including during online learning as a result of COVID-19.

In the fall of 2021, the Migrant Education Program at OSPI initiated a process for a Request for Proposals, to which only Arts Impact responded and was subsequently identified as the successful bidder. This contract became effective on September 15, 2022, with an end date of August 31, 2023. The contract was renewed one more time, September 1, 2023 – August 31, 2024. For school year 2025-26, it is our hope that we have an opportunity to evaluate each component of the program that was established and determined many school year cycles ago. Many school districts/buildings are still dealing with the impacts of COVID-19 on teaching and learning, which directly impact the classroom teachers' capacity to take on a commitment that goes well beyond a few months. Also, this program is most effective when there is buy-in and support for participating classroom educators from their administration.

We are at a pivotal moment addressing a few more things, in part due to the aforementioned: overall cost of the program and the results it yields and figuring out the most useful ways to receive feedback from participating educators to make determinations on the direction of the program. The overall number of educators receiving mentorship has declined in the last two years and we need to find ways to best support our partners in the work (learn better what is working at the local school district levels and where we can go from here) while at the same time not causing disruption to

summer 2025 Voices from the Field Educator Arts Academy classroom educator participants who will be receiving mentorship for school year 2025-2026.

OSPI has assessed the Sole Source Market Research Worksheet, including both Internet and Database searches, and we did not discover any institutions that satisfy our needs. Attached is the copy of Market Research Worksheet.

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

OSPI is in need of a vendor who can deliver arts-infused professional learning for classroom educators, encompassing support for measuring student growth. There is no existing statewide contract that adequately fulfills these services.

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

No

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

Arts Impact is identified as a Washington small business. This entity is well informed of Washington State's Arts Education standards and how they intersect with the State's standards in English language arts and mathematics

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

Arts Impact is identified as a small business. The services are all-encompassing; there is no ability to unbundle the services as they are a continuation of efforts and intertwined.

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

Arts Impact has broader flexibility with its established area of expertise to meet beyond the normal agency working hours to ensure the identified activities are achieved within the established timeframe. This provides flexibility for Arts Impact staff to meet with teaching artists when they are available to plan for the work around supporting educators acquiring ongoing professional learning of the arts infusion in core instruction to better serve migratory students in their classrooms.

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

No

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

No

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

If this contract is not approved and the agency is unable to continue its partnership efforts with Arts Impact, the Migrant Education Program will lose the opportunity to continue engaging migratory students and educators in a learning engagement model that incorporates the arts into core instruction and traditional ways of knowing. Current educators are just beginning to understand the ability to expand student knowledge and understanding by using the arts as a component of core instruction. Students have demonstrated a willingness to learn and engage with their teachers and peers in a different structure that allows them to express themselves and connect to the academic and art standards in a natural environment. This contract will allow more educators and students to also engage in the journey to understand the role the arts have in their lives and personal education.

Developing these unique services and activities requires building trust with families and communities to support these educational systems that offer safe learning environments, and if the project is not able to move forward, it may set back the progress in engaging at-risk students and their families in educational programs and services.

Reasonableness of Cost

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

The breakdown of activity costs for the 2025-2026 program period, such as teaching artists, mentors, training facilities, event coordination, and ongoing lesson/curriculum development, are fair and reasonable. The projected costs are based on the number of estimated hours that will be required to successfully complete each task, comparable to

previous work completed by Arts Impact. Subcontracted work will be commensurate with the prevailing wage for consultation and services. As part of the reporting process to OSPI, the OSPI Contract Manager will work with Arts Impact leadership to develop reporting tools that reflect completed activities and supports.

Attachment 2 – Proposed Draft Sole Source Contract

See next page

CONTRACT FOR SERVICES
Contract No. 20260018

between

**SUPERINTENDENT OF PUBLIC INSTRUCTION,
STATE OF WASHINGTON**

(hereinafter referred to as Superintendent/OSPI)
Old Capitol Building, PO Box 47200
Olympia, WA 98504-7200

and

ARTS IMPACT

(hereinafter referred to as Contractor)
1911 SW Campus Drive, # 393
Federal Way, WA 98023

Employer Identification #83-4390508

Unified Business Identifier #604-436-487

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

I. DUTIES OF THE CONTRACTOR

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

The Contractor shall engage middle school migratory students (Migrant Education Program eligible) and their teachers with an enriched arts experience while promoting academic learning in math, English Language Arts (ELA), science, or social studies, and the arts.

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

1. Collaborate with OSPI program staff:

- a. Facilitate regular (at least monthly) meetings with OSPI program staff to support the development and coordination of Voices from the Field (VFF) project elements.

2. Engage with program directors/coordinators and building administrators

- a. Coordinate with program directors/coordinators and building administrators to establish mentorship observation opportunities.
- b. In coordination with OSPI, develop an observation rubric to be used by district staff for feedback and input on the mentorship implementation.

3. Design and implement educator professional learning:

- a. Develop and facilitate effective practices to address the *Areas of Opportunity* (incorporated by this reference) for migratory students by infusing art standards (incorporated by this reference) into core instruction in math, English Language Arts (ELA), science, or social studies (all incorporated by this reference).
- b. With guidance from OSPI, recruit statewide and coordinate a cohort of qualified educators (no more than 15) for project participation in up to five (5) Local Education Agencies (LEAs).
- c. Design, coordinate, and facilitate ongoing professional training that addresses:
 - i. standards-aligned, arts-infused lesson development and assessment,
 - ii. student engagement and learning experiences, and
 - iii. community (parent/guardian, family) engagement and partnership.
- d. Develop arts-infused professional learning resources for educators to use with participating students.
- e. Use culturally responsive and inclusive instructional practices in all professional learning materials and sessions that particularly address the migratory student population.
- f. Include participant reflection, feedback tools, and mechanisms to evaluate program impact in alignment with the *Areas of Opportunity* for migrant students.
- g. Consult with OSPI's Migrant Education Program (incorporated by this reference) to determine best practices for working with historically underserved student populations, families, and communities.
- h. All student learning materials and resources shall be produced in format compliant with the Americans With Disabilities Act and follow the [Web Content Accessibility Guidelines \(WCAG\) 2.0](#), OSPI's formatting standard specified in Exhibit B – OSPI Americans with Disabilities Act Compliance: Graphics and Colors, and [OSPI's Style Guide](#). See I.D. for additional information.

4. Design, develop, and implement a plan to provide ongoing, job-embedded support to participating educators:

- a. Provide 1:1 supports to participants either virtual or face-to-face for the effective implementation of arts infused student learning programs.
- b. Provide educators with strategies and support to continue student engagement with arts infused learning throughout the school year.
- c. Coordinate with school administration to observe teachers' classes and student learning.

5. Program Evaluation and Reporting:

- a. Provide bi-monthly progress reports including data, narrative and comments from educators and school administrators reflective of the mentorship and academic learning for migrant students to determine progress, challenges, course corrections, and other project elements.
- b. Annual Summative Report
- c. Other reporting: provide data and other project information as requested by OSPI, per the Reporting Table below.

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

Mentorship 2025-2026	
Task	Due Date
Task 1 A: Communications Plan. Develop and submit a communications plan with OSPI Migrant Education Program (MEP) staff to set up regular and on-going meetings with OSPI program staff to support the development and coordination of VFF project elements (email, phone, meetings) e.g., academy planning updates via video conference, mentorship plan updates and progress via video conference and email, summary reports via email. Once approved by OSPI, the plan shall be incorporated by this reference and must be adhered to unless amended in writing and signed by both parties.	September 30, 2025
Task 1 B: Develop and submit a communication plan to inform and keep program directors or coordinators and school administrators informed of the mentorship implementation and progress. Including opportunities to observe the mentorship process.	September 30, 2025
Task 2: Provide a complete and updated schedule of planned mentorships, including dates, collaborative partnerships, and deadlines.	September 2025 - February 11, 2026
Task 3: Implement up to fifteen (15) arts-infused, ongoing, job-embedded mentorships to participating educators for school year 2025-2026.	Contract commencement – May 22, 2026
Task 4: Implementation of collaborative arts-infused lesson writing sessions with educators and Artist Mentors.	Monthly updates, and as requested by OSPI.
Task 5: Classroom visits/co-teaching with Artist Mentors (virtual or in person).	Monthly updates, and as requested by OSPI.
Task 6: Updates on new arts-infused lessons created, vetted, and taught in collaboration with educators and Artist Mentors.	Monthly updates, and as requested by OSPI.
Task 7: Ongoing coaching, support, and collaboration from Artist Mentors and Program Manager as needed.	Monthly updates, and as requested by OSPI.

Reports for Mentorships and VFF Educator Academy	
Task	Due Date
Task 1: A plan to ensure the annual Summative Report is completed. This report should reflect planning and implementation of each component of the program. Evaluation tools should include data, narrative and comments from all stakeholders reflective of the Areas of Opportunity and academic learning for migratory students to determine progress, any challenges, course corrections and other project elements. Final copies of all developed materials including lessons must be provided.	September 30, 2025
Task 2: Bi-monthly Progress Report 1	November 14, 2025
Task 3: Bi-monthly Progress Report 2	January 16, 2026
Task 4: Bi-monthly Progress Report 3	March 13, 2026
Task 5: Bi-monthly Progress Report 4	May 15, 2026
Task 6: Summative Report, including final copies of all developed materials and lessons.	August 14, 2026
Task 7: Other reporting: provide data and other project information as requested by OSPI	As requested by OSPI

Contingent upon available funding, Voices from the Field (VFF) Educator Arts Academy 2026	
Task	Due Date
Task 1: Communications Plan. Develop and submit a communications plan with OSPI Migrant Education Program (MEP) staff to set up regular and on-going meetings with OSPI program staff to support the development and coordination of VFF project elements (email, phone, meetings) e.g., academy planning updates via video conference, mentorship plan updates and progress via video conference and email, summary reports via email. Once approved by OSPI, the plan shall be incorporated by this reference and must be adhered to unless amended in writing and signed by both parties.	October 17, 2025
Task 2: Provide a summary of Arts Academy results to the participating school districts' program directors and school administrators, and implement items 1 & 2 of the 2025-2026 recruitment plan.	Monthly updates, as requested by OSPI.
Task 3: Design, coordinate, and facilitate ongoing professional learning/training for participating educators that address: standards-aligned, arts-infused lesson development and assessment; student engagement and learning experiences;	August 31, 2026

Contingent upon available funding, Voices from the Field (VFF) Educator Arts Academy 2026	
Task	Due Date
Task 4: to recruit statewide and coordinate a cohort of qualified educators (up to fifteen (15) for project participation in up to 5 Local Education Agencies (LEAs) for school year 2026-2027.	February 20, 2026
Task 5: Develop arts-infused professional learning resources for educators to use with participating students.	Monthly updates, as requested by OSPI.

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

I.E. **Subcontracting Compliance.** This Contract is subject to compliance tracking using the State's business diversity management system, [Access Equity](#) (B2Gnow). The Contractor and all Subcontractors shall report and confirm receipt of payments made to the Contractor and each Subcontractor through the Access Equity system, per Subcontractor Payment Reporting requirements within Attachment A – General Terms and Conditions.

- Within fifteen (15) days of contract commencement, the Contractor shall register and enter all required subcontractor information into the Access Equity system.
- Within twenty (20) days of contract commencement, the Contractor shall complete the required user training.
- Within thirty (30) days of payment from OSPI to the Contractor, the Contractor shall report the amount and date of all payments (i) received from the Superintendent, and (ii) paid to Subcontractors.

II. PERIOD OF PERFORMANCE

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

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

September 23, 2025, or the **date of approval by DES**, or date of execution, whichever is later, through August 31, 2026.

III. INVOICING & PAYMENT

III.A.1. **Compensation Amount.** In consideration of Contractor's satisfactory performance of the duties set forth herein, Superintendent shall compensate Contractor in an amount not to exceed a total of two hundred sixty-five thousand nine hundred seventy-seven dollars (\$265,977) as noted below in part B, Schedule of Payments. Payment for satisfactory performance shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work, which will cause the maximum payment to be increased.

III.A.2. **Funding Source.**

One hundred percent (100%) of the funds for the payment of this Contract are provided by federal program Title I Part C, Education of Migratory Children, CFDA # 84.011A, /Award #S011A240048, therefore, Contractor shall comply with Federal Grant Terms and Conditions, attached hereto as Attachment A1.

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

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

Contractor shall submit invoices to the OSPI Contract Manager Periodically (not more often than monthly) in accordance with the Schedule of Payments set forth below:

SCHEDULE OF PAYMENTS		
Deliverables	Deliverable Due Date	Payment Amount
1. Mentorship Task 1 A and 1 B: School-Year Mentorship Communications Plan	September 30, 2025	\$5,400
2. Reports for Mentorship and VFF Educator Arts Academy Task 1: Reports Plan	September 30, 2025	\$7,200
3. VFF Educator Arts Academy Task 1: Summer Educator Academy 2026 Communications Plan	October 17, 2025	\$3,600
4. Mentorship Task 2: Schedule of Planned Mentorships	February 11, 2026	\$36,000
5. Bi-monthly Progress Report 1	November 14, 2025	\$4,500
6. Bi-monthly Progress Report 2	January 16, 2026	\$4,500
7. Bi-monthly Progress Report 3	March 13, 2026	\$4,500
8. Bi-monthly Progress Report 4	May 15, 2026	\$4,500

9. VFF Educator Arts Academy Task 4: Educator Recruitment Plan (Contingent on summer academy 2026)	February 20, 2026	\$0
10. VFF Educator Arts Academy Task 3: Professional Learning for Educators (Contingent on summer academy 2026)	July 31, 2026	\$0
11. Mentorship Tasks 3, 4, 5, 6, and 7	May 22, 2026	\$162,597
12. Summative Report	August 14, 2026	\$9,000
13. Administrative Fee at 10%	August 31, 2026	\$24,180

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

The invoice(s) must be emailed to the OSPI Contract Manager and shall include:

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

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

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

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

IV. CONTRACT MANAGEMENT

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

Contractor	OSPI
Beverly Harding Buehler Co-Executive Director 1911 SW Campus Dr, #393 Federal Way, WA 98023 Phone: 206-355-5846 Email: beverlyHB@arts-impact.org	Griselda Guevara-Cruz Migrant Education Student Events Program Supervisor Old Capitol Building PO Box 47200 Olympia, WA 98504-7200 Phone: 360-384-5485 Email: Griselda.guevara-cruz@k12.wa.us

V. INCORPORATION OF ATTACHMENTS AND ORDER OF PRECEDENCE

Each of the attachments listed below is by this reference hereby incorporated into this Contract. In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and state of Washington statutes and regulations
- Special Terms and Conditions as contained in this basic contract instrument
- Attachment A – Contract for Services, General Terms and Conditions
- Attachment A1 – Federal Grant Terms and Conditions
- Attachment B – OSPI Americans with Disabilities Act Compliance: Graphics and Colors
- Any other provision, term or material incorporated herein by reference or otherwise incorporated.

VI. APPROVAL

This Contract shall be subject to the written approval of the Superintendent'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.

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

Arts Impact

Superintendent of Public Instruction
State of Washington

Signature

Kyla L. Moore, Contracts Administrator

Printed Name

Date

Title

Date

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

Approved as to FORM ONLY
by the Assistant Attorney General

Attachment 3 – A copy of the Sole Source Market Research Worksheet

See next page

A. Determining Business Need

Understanding the business need of your agency is the key to successful market research. Before drafting your sole source justification, take steps to understand the specific business need of the agency, the pool of potential vendors, the services they are able to offer, and whether sole source is the appropriate procurement route; per [RCW 39.26.010\(23\)](#), "the contractor is clearly and justifiably the only practicable source to provide the goods or services". This is primarily accomplished through the following steps prior to market research:

- Understand previously delivered services (i.e., performance and specification requirements)
- Understand your target population (i.e., conduct stakeholder work to assess the needs of those that will receive the service and/or good)
- Understand the legal requirements (i.e., review legislative requirements, policy changes, environmental considerations)

Once you have determined the business need, you can proceed with conducting market research.

B. Market Research Techniques

1. Reviewing past solicitations

If your agency has procured the commodity or service in the past, reviewing the previous solicitation(s) can potentially provide evidence to support sole source determination, such as if there is a documented history of only one responsive/responsible vendor.

Has the agency purchased the good/service before? If yes, provide the results of the previous solicitation:

Date of purchase	Procurement Type	Notes supporting sole source determination
April 29, 2022	Competitive Contract	Arts Impact was the successful bidder for RFP-2022-29 (from OSPI).

2. Internet search

Internet searches are helpful to understand what similar programs exist and what contractors or organizations might be able to meet your agency's business needs. Many state governments

publicly post their RFPs online, so you may be able to find good examples of RFPs for similar services.

Use a spreadsheet or table (see example below) to track businesses you identify through your internet search.

Search terms used:

- Arts organizations in Washington state that offer professional development for K-12 teachers
- Arts organizations in Washington state that offer capacity building for K-12 teachers
- Arts-infused professional development for K-12 teachers in Washington state
- Arts-infused capacity building for K-12 teachers in Washington state
- Arts-infused professional development for K-12 certificated educators in Washington state
- Arts-infused capacity building for K-12 certificated educators in Washington state
- Arts-infused curriculum professional development for K-12 teachers in Washington state
- Arts-infused curriculum professional development for K-12 certificated educators in Washington state

Business name	Date & Method of Contact (phone, email, etc.)	Notes (can/cannot meet the business need, explanation)
Allied Arts of Whatcom County	June 2025, Review Website: https://www.alliedarts.org/	This organization specifically provides capacity building/professional development for teaching artists, not providing professional development opportunity for certificated teachers in the areas of English Language Arts, Math, Science, and Social Studies while infusing the Arts. Additionally, they provide opportunities for students directly, but not necessarily what we are looking for with our intended contract for Voice from the Field Arts (Educator).

Council for Art Education	June 2025, Review website: https://councilforarteducation.org/washington/	While this organization has a statewide presence, their work is only specifically with arts educators (whether in K-12 classrooms or in the nonprofit sector) and directly with students, but not what we are looking for with our intended contract for Voice from the Field Arts (Educator).
ArtsWA	June 2025, Review website: https://www.arts.wa.gov/arts-in-education/	ArtsWA focuses on bringing the arts to classrooms by providing grants and a myriad of opportunities specifically for arts teachers and students. While it's amazing that ArtsWA supports arts learning as part of basic education for students in PK-12 through grants, professional development, youth leadership opportunities, and continued research, it does not specifically offer what we are looking for with our intended contract for Voices from the Field Arts (Educator).
Encanto Arts	June 2025, Review website: https://encantoarts.org/	Encanto Arts focuses mostly on bringing the arts to the community via presentations (community concerts). While the organization also has other programs such as "Voice Classes for Kids," these programs do not specifically offer what we

		are looking for with our intended contract for Voices from the Field Arts (Educator).
		As of July 11, 2025 there are no other organizations that mention experience or training in the specific needs of this intended contract for Voices from the Field Arts (Educator), one that serves certificated K-12 educators by providing professional development opportunity in the areas of English Language Arts, Math, Science, and Social Studies while infusing the Arts. Based on all the search terms listed above, there are also no viable organizations that have the faculties to offer overnight professional development opportunity for certificated K-12 educators in the summer in the ways we intend for the contract.

Record research results about the commodity/service industry that support sole source determination here:

3. Database searches

DES Statewide Contracts

1. Navigate to the [DES Statewide Contracts Search Tool](#)
2. Enter keyword(s) related to your commodity/service/business need.
3. Search terms used:
 - Arts organizations in Washington state that offer professional

- development for K-12 teachers
- Arts organizations in Washington state that offer capacity building for K-12 teachers
- Arts-infused professional development for K-12 teachers in Washington state
- Arts-infused capacity building for K-12 teachers in Washington state
- Arts-infused professional development for K-12 certificated educators in Washington state
- Arts-infused capacity building for K-12 certificated educators in Washington state
- Arts-infused curriculum professional development for K-12 teachers in Washington state
- Arts-infused curriculum professional development for K-12 certificated educators in Washington state

4. Record search results:

Statewide Contract No.	Contractor Name	Method of Contact (phone, email, etc.)	Notes (can/cannot meet the business need, explanation)
			As of 7/11/2025 there are no results that yield in the DES Website when searching for contracts related to the search terms listed above.

5. Did you locate a statewide contract that can meet your agency's business need? For more information, see [How to use statewide contracts](#). DES manages statewide contracts that leverage the state's collective buying power to help agencies save money, reduce risk, and streamline purchasing. Agencies should use statewide contracts and/or DES-approved cooperative agreements (i.e., NASPO ValuePoint contracts) before any other procurement method.

WEBS

Searching for Similar Solicitations posted by other agencies.

1. Navigate to the [Washington Electronic Business Solution \(WEBS\)](#) for Government Customers webpage.
2. Navigate to the "Search for Solicitations" tab.
3. Select relevant commodity codes:

Manage Commodity and NAICS Code(s) → Search Codes to add	
Code	Title
1	

4. Open solicitations from the search results to review details.
5. Call or email the agency contact if more information is needed.
6. Record results:

Solicitation title	Cust. Ref #	Notes
		As of 7/11/2025, no results are yielded when searching in Open Solicitations for Arts-infused professional development for K-12 teachers in Washington state or Arts-infused capacity building for K-12 teachers in Washington state.

Searching for Vendors

1. Navigate to the [Washington Electronic Business Solution \(WEBS\)](#) for Government Customers webpage.
2. Navigate to the "Search for Vendors" tab:
3. Select relevant commodity codes:

Search for Commodity or NAICS codes

Enter in a keyword or keywords for your search criteria. Click "Search Commodity Codes" to execute the search. Click the boxes next to the codes and click "Save" to add them to the vendor search.

Search by → [Search Codes](#)

or Search by Category

You must click "search codes", then select and save specific codes prior to moving forward. Otherwise, your search results will not include the above criteria.

4. Record search results:

Contractor Name	Method of Contact (phone, email, etc.)	Notes (can/cannot meet the business need, explanation)

OMWBE Directory of Certified Businesses

1. Navigate to the Office of Minority and Women's Business Enterprises (OMWBE)'s Certified Business Directory.
2. Use search criteria/search terms relevant to your agency's business need.
3. Contact OMWBE staff for assistance if your search results is zero vendors, contact technicalassistance@omwbe.wa.gov.
4. Record search results:

Contractor Name	Method of Contact (phone, email, etc.)	Notes (can/cannot meet the business need, explanation)
Khazzoom Multimedia Arts & Education (based in Kingston, WA)	Review website: https://khazzoom.com/healing-the-khazzoom-way-wild-vast-and-interwoven/	In closely reviewing information available on this organization, it doesn't appear that they meet our needs. They are an arts business that focuses on providing healing through the arts for people.
Keri Healey Consulting (based in Seattle, WA)	No additional information provided. Couldn't reach via phone.	In closely reviewing information available on this organization, it doesn't appear that they meet our needs. They are a consulting firm that provides grant writing and resources development to nonprofit organizations and have listed that they have experience in the arts and culture.
Curate the Firm, LLC, DBA curate the firm (based in Spokane, WA)	Review website: https://www.curatethefirm.com/	In closely reviewing information available on this organization, it doesn't appear that they meet our needs. They are an arts business that focuses on residential and commercial Interior design. Although their website lists that they offer free art classes to children to inspire growth towards the arts, they do not offer what we are looking for with our intended

		contract for Voices from the Field Arts (Educator).
A Seat At My Own Table, DBA Noire Amore, Pen Write Publishing, Photo Therapy Photography (based in Seattle, WA)	No additional information provided. Couldn't reach via phone.	In closely reviewing information available on this organization, it doesn't appear that they meet our needs. They are a business that focuses on providing human resource consulting services.
		Our additional searches yielded no additional results based on the list of search terms supplied at the beginning of this form.

4. Conducting an RFI

An RFI is an informal solicitation of ideas, solutions and/or recommendations (usually to assist in the development of a scope of work for an RFP; an RFI does NOT result in a contract being awarded). An RFI can strengthen sole source determination as it can be used to gather additional information about the marketplace (such as vendor availability and interest).

DES provides a [Request for information \(RFI\) template](#) with examples of questions that may be helpful to gather information.

After conducting an RFI, the results can be saved to the contract file. Record results that support sole source determination here:

5. Additional Market Research Techniques

Depending on the commodity and/or service being procured, there may be additional or alternative market research techniques that are applicable.

Contacting Peer Agencies

Speaking with peer agencies, associations, cities, counties, states etc., can be an easy way to understand what best practices exist in contracting for a specific service or product. It is likely that others have experienced some of the same challenges you have. Know who your sister agencies and counterparts are and reach out.

Contact Name	Date/Method of Contact (phone, email, etc.) for follow-up, if applicable	Notes

Interviewing Vendors

Pending the results of a database search or RFI, the agency may be able to conduct interviews with vendors for collecting information on the market. Interviews can be conducted in-person, virtual, by phone, or written via email. Interview questions include:

1. Briefly describe your idea/technology to meet the agency's business need.
2. Who is your direct competition?
3. Are there any other potential markets and/or possible emerging markets?

If your search turns up a large number of vendors, it may be faster to conduct a **survey** via email instead of reaching out to vendors individually.

Record results of interviews here:

Contact Name	Date/Method of Contact (phone, email, etc.) for follow-up, if applicable	Notes

Trade Publications

Trade Publications (i.e., trade journals, industrial publications/catalogues/magazines) are a great source for industry information, as they are published by and for people in a particular industry. Historically these publications were print only, but many are now available online and easily accessible. Trade publications are periodicals that keep professionals up to speed on a given industry's trends and best practices.

You can search for trade publications using an internet search engine or through specific databases for trade journals. The way the search is conducted will be very specific to the

commodity/service area, so we suggest working closely with your SMEs/program staff to assess which sources are appropriate.

Other Methods

This worksheet is not an exhaustive list of market research methods. Some commodities or services will require a different approach. For example, if the purchase is for social or human services, it may be necessary to take additional steps to understand the needs of the population receiving your services and how the target population will be matched and referred to the services. Understanding the business need of your agency is key to successful market research.

If you have any questions or require assistance, please reach out to the Policy Team via email, DES.Contracting@des.wa.gov.

Attachment A
Contract for Services
GENERAL TERMS AND CONDITIONS,

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

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

"Contractor" shall mean that firm, provider, organization, individual, or other entity performing service(s) under this Contract, and shall include all employees of the Contractor.

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

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

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

"Superintendent" shall mean the Office of Superintendent of Public Instruction (OSPI) of the State of Washington, any division, section, office, unit or other entity of the Superintendent, or any of the officers or other officials lawfully representing the Superintendent. Superintendent and OSPI may be used interchangeably.

1. **Access to Data.** In compliance with Chapter 39.26 RCW, the Contractor shall provide access to data generated under this Contract to the Superintendent, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.
2. **Alterations and Amendments.** This Contract may be amended only by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
3. **Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the “ADA” 28 CFR Part 35.** The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
4. **Assignment.** Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the Superintendent.
5. **Assurances.** The Superintendent and the Contractor agree that all activity pursuant to this Contract will be in accordance with all applicable current federal, state and local laws, rules and regulations.

- 6. Attorney's Fees.** In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.
- 7. Audit Requirements.** If the Contractor is a Subrecipient of federal awards as defined by the Office of Management and Budget (OMB) CFR, Part 200, Subpart F, and expends seven hundred and fifty thousand dollars (\$750,000) or more in federal awards (does not apply to contracts for goods and services) from all federal sources in any fiscal year beginning on or after December 26, 2014, the Contractor shall procure at their expense a single or program-specific audit for that year. The Contractor shall incorporate OMB CFR, Part 200, Subpart F audit requirements into all contracts between the Contractor and its Subcontractors who are Subrecipients of federal awards. The Contractor shall comply with any future amendments to OMB and any successor or replacement Circular or regulation.
- 8. Budget Revisions.** Any monetary amount budgeted by the terms of this Contract for various activities and line-item objects of expenditure may be revised without prior written approval of Superintendent, so long as the revision is no more than ten percent (10%) of the original line item amount and the increase in an amount is offset by a decrease in one or more other amounts equal to or greater than the increase. All other budget revisions exceeding ten percent (10%) shall only be made with the prior written approval of the Superintendent.
- 9. Certification Regarding Debarment, Suspension, and Ineligibility.** The Contractor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, or voluntarily excluded from participation in transactions by any federal department or agency. The Contractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, proposed for debarment, or voluntarily excluded from participation in covered transactions by any federal department or agency. "Covered transactions" include procurement contracts for goods that are expected to equal or exceed twenty-five thousand dollars (\$25,000). Contractor may do so by obtaining a certification statement from the potential subcontractor or subrecipient or by checking online at the System for Award Management (SAM), Excluded Parties List. The Contractor shall immediately notify the Superintendent if, during the term of this contract, Contractor becomes debarred. The Superintendent may immediately terminate this Contract by providing Contractor written notice if Contractor becomes debarred during the term of this Contract.
- The Contractor also certifies that neither it nor its principals are debarred, suspended, or proposed for debarment from participation in transactions by any state department or agency. The Contractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, or proposed for debarment from participation in covered transactions by any state department or agency.
- 10. Certification Regarding Lobbying.** The Contractor certifies that Federal-appropriated funds will not be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Contractor shall require its subcontractors to certify compliance with this provision.

- 11. Certification Regarding Wage Violations.** The Contractor certifies that within three (3) years prior to the date of execution of this Contract, Contractor has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52.

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

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

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

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

- 14. Copyright Provisions.** Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and copyright shall be owned by the Superintendent. The Superintendent shall be considered the author of such Materials. If Materials are not considered "works for hire", Contractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the Superintendent effective from the moment of creation of such Materials.

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

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

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

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

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

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

15. Covenant Against Contingent Fees. The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Contractor for the purpose of securing business. The Superintendent shall have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fees.

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

As alternatives to the above Dispute Board process: (1) if the dispute is between two or more state agencies, any one of the agencies may request intervention by the Governor, as provided by 43.17.330 RCW, in which event the Governor's process shall control; and, (2) if the dispute is between a non-state agency and another state agency or non-state agency party to this Contract, all the disputing parties may mutually agree to mediation prior to submitting the dispute to a Dispute Board in the event the dispute is not resolved pursuant to mediation within an agreed-upon time period.

17. Duplicate Payment. The Superintendent shall not pay the Contractor, if the Contractor has charged or will charge the state of Washington or any other party under any other contract or agreement, for the same services or expenses.

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

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

20. Ethical Conduct. Neither the Contractor nor any employee or agent of the Contractor shall participate in the performance of any duty or service in whole or part under this Contract in violation of, or in a manner that violates any provision of the Ethics in Public Service law at Chapter 42.52 RCW, RCW 42.17A.550, RCW 42.17A.555, and 41.06.250 prohibiting the use of public resources for political purposes.

Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to the Superintendent's employees.

21. Governing Law and Venue. This Contract shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.

22. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the Superintendent and all officials, agents, and employees of the Superintendent, from and against all claims for injuries or death arising out of or resulting from the performance of this Contract. "Claim" as used in this Contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Additionally, "claims" shall include but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or in unlawful restraint of competition. Contractor's obligation to indemnify, defend and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the Superintendent for any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines out of or incident to Contractor's or subcontractor's performance or failure to perform the Contract. Contractor's obligation to indemnify, defend, or hold harmless the Superintendent shall not be eliminated or reduced by any actual or alleged concurrent negligence by Superintendent or its agents, employees, or officials.

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

23. Independent Capacity of the Contractor. The parties intend that an independent Contractor relationship will be created by this Contract. The Contractor and his/her employees or agents performing under this Contract are not employees or agents of the Superintendent. The Contractor will not hold himself/herself out as nor claim to be an officer or employee of the

Superintendent or of the state of Washington by reason hereof, nor will the Contractor make any claim or right, privilege, or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

24. Insurance.

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

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

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

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

b. **Automobile Insurance.** In the event that services delivered pursuant to this Contract involve the use of vehicles, owned or operated by the Contractor, automobile liability insurance shall be required. The minimum limit for automobile liability is:

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

- c. **Business Automobile Insurance.** In the event that services performed under this Contract involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required. If Contractor-owned personal vehicles are used, a Business Automobile policy covering a minimum Code 2 “owned autos only” must be secured. If the Contractor’s employees’ vehicles are used, the Contractor must also include under the Business Automobile policy Code 9, coverage for “non-owned autos.” The minimum limits for automobile liability is:

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

- d. **Public Liability Insurance/General Liability.** The Contractor shall at all times during the term of this Contract, at its cost and expense, carry and maintain general public liability insurance, including contractual liability, against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services provided under this Contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased from time to time as deemed necessary by the Superintendent, with the approval of the Contractor (which shall not be unreasonably withheld), shall not be less than as follows:

Each Occurrence	\$1,000,000
General Aggregate Limits (other than products-completed operations)	\$2,000,000
Products-Completed Operations Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 50,000
Medical Expense Limit (any one person)	\$ 5,000

- e. **Additional Insured.** The State of Washington, Office of Superintendent of Public Instruction, shall be specifically named as an additional insured on all policies except for liability insurance on privately-owned vehicles, and all policies shall be primary to any other valid and collectible insurance. The Superintendent may waive this requirement at its discretion. Policies and certificates of insurance shall include the contract reference number.
- f. **Proof of Insurance.** Certificates and or evidence satisfactory to the Superintendent confirming the existence, terms and conditions of all insurance required above shall be delivered to the Superintendent within five (5) days of the Contractor’s receipt of Authorization to Proceed.
- g. **General Insurance Requirements.** Contractor shall, at all times during the term of the Contract and at its cost and expense, buy and maintain insurance of the types and amounts listed above. Failure to buy and maintain the required insurance may result in the termination of the Contract at the Superintendent’s option. By requiring insurance herein, Superintendent does not represent that coverage and limits will be adequate to protect Contractor and such coverage and limits shall not limit Contractor’s liability under the indemnities and reimbursements granted to the Superintendent in this Contract.

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

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

26. Limitation of Authority. Only the Superintendent or the Superintendent'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 of any clause or condition of this Contract is not effective or binding unless made in writing and signed by the Superintendent.

27. Nondiscrimination.

- a. **Nondiscrimination Requirement.** During the term of this Contract, the Contractor, including any subcontractor, shall comply with all the federal and state nondiscrimination laws, regulations and policies, which are otherwise applicable to the Superintendent. Accordingly, on the bases enumerated at RCW 49.60.530(3), no person shall, on the ground of sex, race, creed, religion, color, national origin, marital status, families with children, age, veteran or military status, sexual orientation, gender expression, gender identity, disability, or the use of a trained dog guide or service animal, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed by the Contractor and its agents under this Contract. In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
- b. **Obligation to Cooperate.** Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- c. **Default.** Notwithstanding any provision to the contrary, the Superintendent 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 Superintendent 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), the Superintendent 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. The Superintendent 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 the Superintendent for default under this provision.

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

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

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

30. Public Disclosure. Contractor acknowledges that the Superintendent is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and that this Contract shall be a public record as defined in RCW 42.56. Any specific information that is claimed by the Contractor to be confidential or proprietary must be clearly identified as such by the Contractor. To the extent consistent with chapter 42.56 RCW, the Superintendent shall maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view the Contractor's information, the Superintendent will notify the Contractor of the request and the date that such records will be released to the requester unless Contractor obtains a court order enjoining that disclosure. If the Contractor fails to obtain the court order enjoining disclosure, the Superintendent will release the requested information on the date specified.

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

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

33. Records Maintenance. The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six 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 Superintendent, personnel duly authorized by the Superintendent, 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.

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

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

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

37. Subcontracting. Neither the Contractor nor any subcontractor shall enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written approval of the Superintendent. Contractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Contract are included in any and all Subcontracts. In no event shall the existence of the subcontract operate to release or reduce liability of the Contractor to the Superintendent for any breach in the performance of the Contractor's duties. This clause does not include contracts of employment between the Contractor and personnel assigned to work under this Contract.

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

38. Subcontractor Payment Reporting. If a subcontractor is used to perform all or part of the services under this Contract under a separate contract with the Contractor, this Contract is subject to compliance tracking using the State's business diversity management system, [Access Equity](#) (B2Gnow). The Contractor and all Subcontractors shall report and confirm receipt of payments made to the Contractor and each Subcontractor through the Access

Equity system. User guides and documentation related to Contractor and Subcontractor access to and use of Access Equity are provided by the Office of Minority and Women's Business Enterprises in the [Access Equity Help Center](#). The Superintendent reserves the right to withhold payments from the Contractor for non-compliance with this section. For purposes of this section, Subcontractor means any subcontractor working on the Contract, at any tier and regardless of status as certified woman and/or minority business (WMBE) or Non-WMBE. The Contractor shall:

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

39. Taxes. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

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

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

Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets.

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

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

42. Termination for Default. In the event the Superintendent determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, the Superintendent has the right to suspend or terminate this Contract. The Superintendent shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) days, the Contract may be terminated. The Superintendent 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 Superintendent to terminate the Contract. In the event of termination, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover Contract and all administrative costs directly related to the replacement Contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. The termination shall be deemed to be a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the Superintendent provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

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

- a. At Superintendent's discretion, the Superintendent may give written notice of intent to renegotiate the Contract under the revised funding conditions.
- b. At Superintendent's discretion, the Superintendent may give written notice to Contractor to suspend performance when Superintendent determines there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed.

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

44. Termination Procedure. Upon termination of this Contract the Superintendent, in addition to other rights provided in this Contract, may require the Contractor to deliver to the Superintendent 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 Superintendent shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the Superintendent and the amount agreed upon by the Contractor and the Superintendent for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by the Superintendent, and (d) the protection and preservation of the property, unless the termination is for default, in which case the Superintendent shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause for this Contract. The Superintendent may withhold from any amounts due to the Contractor such sum as the Superintendent determines to be necessary to protect the Superintendent against potential loss or liability.

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

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

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

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

Any property of the Superintendent furnished to the Contractor shall, unless otherwise provided herein, or approved by the Superintendent, be used only for the performance of the Contract.

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

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

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

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

Attachment B

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

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

For these reasons, many people with low vision use specific color and font settings when they access the Internet.

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

Tips for Graphic Creation that is Accessible

- Provide good contrast. Be especially careful with light shades of gray, orange, and yellow.
- Use True Text whenever possible. You can see True Text (TT) next to the font selection in most programs.
- Avoid all caps. All caps can be difficult to read and can be read incorrectly by screen readers.
- Use adequate font size. The size can vary depending on the font chosen, but 10 point is usually the minimum.
- Make sure links are recognizable.
- Differentiate links in the body of the page with underline or bold. Links should clearly tell the user where the link will take them (no "click here" links).

- Don't convey content with color alone. Users often can't distinguish or may override page colors.

Resources for Web Accessibility

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

Accessible Color Guidance

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

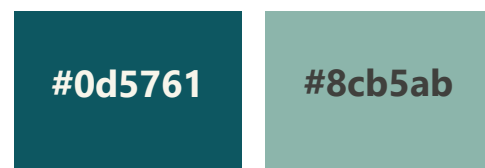
OSPI's cream and charcoal colors should be used in designs instead of white and black.

- Charcoal color code: #40403d
- Cream color code: #f7f5eb

Preferred



Optional



Attachment A1 Federal Grant Terms and Conditions

PROHIBITION OF TEXT MESSAGING AND EMAILING WHILE DRIVING DURING OFFICIAL FEDERAL GRANT BUSINESS

Federal grant recipients, sub recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving.

Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009.

MEMORANDUM to ED GRANTEEES REGARDING THE USE OF GRANT FUNDS FOR CONFERENCES AND MEETINGS

You are receiving this memorandum to remind you that grantees must take into account the following factors when considering the use of grant funds for conferences and meetings:

- Before deciding to use grant funds to attend or host a meeting or conference, a grantee should:
 - Ensure that attending or hosting a conference or meeting is consistent with its approved application and is reasonable and necessary to achieve the goals and objectives of the grant;
 - Ensure that the primary purpose of the meeting or conference is to disseminate technical information, (e.g., provide information on specific programmatic requirements, best practices in a particular field, or theoretical, empirical, or methodological advances made in a particular field; conduct training or professional development; plan/coordinate the work being done under the grant); and
 - Consider whether there are more effective or efficient alternatives that can accomplish the desired results at a lower cost, for example, using webinars or video conferencing.
- Grantees must follow all applicable statutory and regulatory requirements in determining whether costs are reasonable and necessary, especially the Cost Principles for Federal grants set out at 2 CFR Part 200 Subpart E of the, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." In particular, remember that:
 - Federal grant funds cannot be used to pay for alcoholic beverages; and
 - Federal grant funds cannot be used to pay for entertainment, which includes costs for amusement, diversion, and social activities.
- Grant funds may be used to pay for the costs of attending a conference. Specifically, Federal grant funds may be used to pay for conference fees and travel expenses (transportation, per diem, and lodging) of grantee employees, consultants, or experts to attend a conference or meeting if those expenses are reasonable and necessary to achieve the purposes of the grant.
 - When planning to use grant funds for attending a meeting or conference, grantees should consider how many people should attend the meeting or

conference on their behalf. The number of attendees should be reasonable and necessary to accomplish the goals and objectives of the grant.

- A grantee hosting a meeting or conference may not use grant funds to pay for food for conference attendees unless doing so is necessary to accomplish legitimate meeting or conference business.
 - A working lunch is an example of a cost for food that might be allowable under a Federal grant if attendance at the lunch is needed to ensure the full participation by conference attendees in essential discussions and speeches concerning the purpose of the conference and to achieve the goals and objectives of the project.
- A meeting or conference hosted by a grantee and charged to a Department grant must not be promoted as a U.S. Department of Education conference. This means that the seal of the U.S. Department of Education must not be used on conference materials or signage without Department approval.
 - All meeting or conference materials paid for with grant funds must include appropriate disclaimers, such as the following:
The contents of this (insert type of publication; e.g., book, report, film) were developed under a grant from the Department of Education. However, those contents do not necessarily represent the policy of the Department of Education, and you should not assume endorsement by the Federal Government.
- Grantees are strongly encouraged to contact their project officer with any questions or concerns about whether using grant funds for a meeting or conference is allowable prior to committing grant funds for such purposes.
 - A short conversation could help avoid a costly and embarrassing mistake.
- Grantees are responsible for the proper use of their grant awards and may have to repay funds to the Department if they violate the rules on the use of grant funds, including the rules for meeting and conference-related expenses.