

**CONTRACT FOR SERVICES  
BETWEEN  
THE STATE OF WASHINGTON**

**STATE BOARD FOR COMMUNITY AND TECHNICAL COLLEGES**

**AND**

**ASSOCIATION OF WASHINGTON BUSINESS INSTITUTE**

This Contract is made and entered into by and between the state of Washington, State Board for Community and Technical Colleges, hereinafter referred to as "SBCTC", and the below named firm, hereinafter referred to as "CONTRACTOR."

**Association of Washington Business Institute  
1414 Cherry ST SE  
Olympia, WA 98507  
WA State UBI Number: 602-133-257**

**PURPOSE**

The purpose of this contract is to link the incumbent worker training needs of business and industry groups to the community colleges. To provide a direct conduit to employers to provide college administrators with information about industry needs related to incumbent worker training, facilitate partnerships among educators and industry, and resolve any issues pertaining to these partnerships while fostering incumbent worker training opportunities for Washingtonians.

**STATEMENT OF WORK**

The CONTRACTOR shall perform the activities set forth in Attachment "B" and shall furnish the necessary personnel, equipment, materials and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "B" attached hereto and incorporated herein.

**PERIOD OF PERFORMANCE**

The period of performance under this contract will be from July 1, 2023, date of execution, or upon review from DES, whichever is later, through June 30, 2024 unless terminated sooner as provided herein. Upon satisfactory progress, SBCTC may, in its sole discretion, extend this Agreement through June 30, 2025 by executed a signed amendment.

**DES FILING REQUIREMENT**

The provisions of Chapter 39.26 RCW require the agency to file this sole source contract with the Department of Enterprise Services (DES) for approval. The effective date of this contract is upon DES approval of the contract, the tenth (10th) working day after it is filed with DES, or as agreed between the parties, whichever is later.

**COMPENSATION**

The parties have determined that the cost of accomplishing the work herein will not exceed \$100,000. Payment for satisfactory completion of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for service(s) shall be paid upon completion of the deliverables as outlined in Attachment “B” and is contingent upon acceptance of relevant work products and approval of vouchers by the SBCTC. Funding for this contract is provided from state funds (\$12,500) and federal funds from the Carl D. Perkins Career and Technical Education Improvement Act of 2006 (\$87,500).

**BILLING PROCEDURE AND PAYMENT**

The CONTRACTOR shall submit properly completed invoices, using the invoice template in Attachment “E” and report in Attachment “D,” to [EduContracts@sbctc.edu](mailto:EduContracts@sbctc.edu). Invoices must be submitted quarterly by the invoicing schedule below.

For work completed in:	Invoice no later than:
July – September 2023	October 10, 2023
October – December 2023	January 31, 2024
January – March 2024	April 30, 2024
April – June 2024	July 10, 2024

Payment to the CONTRACTOR for approved and completed work will be made by warrant from the State Board within 30 days of receipt of the invoice. No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the SBCTC.

The SBCTC may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this contract.

Upon expiration of the Agreement, any claim or payment not already made shall be submitted within 30 days after the expiration date or July 10, 2024, whichever is earlier. The final invoice shall certify CONTRACTOR has completed all requirement of this agreement.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by SBCTC.

**CONTRACT MANAGEMENT**

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

**The program manager for CONTRACTOR is:**

Erika Borg  
PO Box 7933  
Olympia, WA 98507  
Telephone: 360-943-1600  
Email: [eborg@civicallies.com](mailto:eborg@civicallies.com)

**The program manager for SBCTC is:**

Carolyn McKinnon  
1300 Quince ST SE; PO Box 42495  
Olympia, WA 98504  
Telephone: 360-704-3903  
Email: [cmckinnon@sbctc.edu](mailto:cmckinnon@sbctc.edu)

## **INSURANCE**

The CONTRACTOR shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the CONTRACTOR or subcontractor, or agents of either, while performing under the terms of this contract.

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

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

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

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

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

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

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

CONTRACTOR shall submit to SBCTC within fifteen (15) calendar days of the contract effective date, a certificate of insurance that outlines the coverage and limits defined in the Insurance section. CONTRACTOR shall submit renewal certificates as appropriate during the term of the contract.

## **ASSURANCES**

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

## **ORDER OF PRECEDENCE**

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

1. Applicable federal and state of Washington statutes and regulations
2. Special terms and conditions as contained in this basic contract instrument
3. Attachment A – General Terms and Conditions
4. Attachment B – Special Terms and Conditions
5. Attachment C – Statement of Work
6. Attachment D – Report Template

- 7. Attachment E – Invoice Template
- 8. Any other provision, term or material incorporated herein by reference or otherwise incorporated

**ENTIRE AGREEMENT**

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

**CONFORMANCE**

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

**APPROVAL**

This contract shall be subject to the written approval of the SBCTC’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.

THIS CONTRACT is executed by the persons signing below, who warrant they have the authority to execute the contract.

**Association of Washington Business  
Institute**  
Federal Tax ID No.: 91-2140837

**State of Washington,  
State Board for Community  
and Technical Colleges**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

Paul Francis  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Executive Director  
\_\_\_\_\_  
Title

**ATTACHMENT A**  
**GENERAL TERMS AND CONDITIONS**

**DEFINITIONS**

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

- A. "AGENCY" shall mean the State Board for Community and Technical Colleges of the State of Washington, any division, section, office, unit or other entity of the AGENCY, or any of the officers or other officials lawfully representing that AGENCY.
- B. "AGENT" shall mean the Director, and/or the delegate authorized in writing to act on the Director's behalf.
- C. "CONTRACTOR" shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the CONTRACTOR.
- D. "SUBCONTRACTOR" shall mean one not in the employment of the CONTRACTOR, who is performing all or part of those services under this contract under a separate contract with the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.

**ACCESS TO DATA**

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

**ADVANCE PAYMENTS PROHIBITED**

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

**AMENDMENTS**

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

**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.

**ASSIGNMENT**

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

## **ATTORNEYS' FEES**

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

## **CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

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

## **CONFLICT OF INTEREST**

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

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

## **COPYRIGHT PROVISIONS**

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

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

For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, CONTRACTOR hereby grants to the AGENCY a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The CONTRACTOR warrants and represents that CONTRACTOR has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the AGENCY.

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

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

#### **COVENANT AGAINST CONTINGENT FEES**

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

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

#### **DISALLOWED COSTS**

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

#### **DISPUTES**

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

1. The request for a dispute hearing must:
  - Be in writing;
  - State the disputed issue(s);
  - State the relative positions of the parties;
  - State the CONTRACTOR's name, address, and contract number; and
  - Be mailed to the AGENT and the other party's (respondent's) contract manager within 3 working calendar days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both the agent and the requester within 5 working calendar days.
3. The AGENT shall review the written statements and reply in writing to both parties within 10 working days. The AGENT may extend this period if necessary by notifying the parties.
4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

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

#### **DUPLICATE PAYMENT**

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

## **GOVERNING LAW**

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

## **INDEMNIFICATION**

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

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

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

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

## **INDEPENDENT CAPACITY OF THE CONTRACTOR**

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

## **INDUSTRIAL INSURANCE COVERAGE**

Prior to performing work under this Agreement, CONTRACTOR shall provide or purchase industrial insurance coverage for its employees, as may be required of an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51 RCW during the course of this Agreement. SBCTC will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for CONTRACTOR, or any subcontractor or employee of CONTRACTOR, which might arise under the industrial insurance laws during the performance of duties and services under this Agreement.

## **LICENSING, ACCREDITATION AND REGISTRATION**

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



## **LIMITATION OF AUTHORITY**

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

## **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

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

## **NONDISCRIMINATION**

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

## **PRIVACY**

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

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

## **PUBLICITY**

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

## **RECORDS MAINTENANCE**

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

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

the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

#### **REGISTRATION WITH DEPARTMENT OF REVENUE**

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

#### **RIGHT OF INSPECTION**

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

#### **SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the AGENCY may terminate the contract under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation at the AGENCY's discretion under those new funding limitations and conditions.

#### **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.

#### **SITE SECURITY**

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

#### **SUBCONTRACTING**

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

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

## **TAXES**

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

## **TERMINATION FOR CAUSE**

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

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

The AGENCY reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the CONTRACTOR from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the CONTRACTOR or a decision by the AGENCY to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the CONTRACTOR: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of the AGENCY provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

## **TERMINATION FOR CONVENIENCE**

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

## **TERMINATION PROCEDURES**

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

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

amounts due the CONTRACTOR such sum as the AGENT determines to be necessary to protect the AGENCY against potential loss or liability.

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

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

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to the AGENCY, in the manner, at the times, and to the extent directed by the AGENT, all of the rights, title, and interest of the CONTRACTOR under the orders and subcontracts so terminated, in which case the AGENCY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AGENT to the extent AGENT may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to the AGENCY and deliver in the manner, at the times, and to the extent directed by the AGENT any property which, if the contract had been completed, would have been required to be furnished to the AGENCY;
6. Complete performance of such part of the work as shall not have been terminated by the AGENT; and
7. Take such action as may be necessary, or as the AGENT may direct, for the protection and preservation of the property related to this contract, which is in the possession of the CONTRACTOR and in which the AGENCY has or may acquire an interest.

#### **TREATMENT OF ASSETS**

- A. Title to all property furnished by the AGENCY shall remain in the AGENCY. Title to all property furnished by the CONTRACTOR, for the cost of which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the AGENCY upon delivery of such property by the CONTRACTOR. Title to other property, the cost of which is reimbursable to the CONTRACTOR under this contract, shall pass to and vest in the AGENCY upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the AGENCY in whole or in part, whichever first occurs.
- B. Any property of the AGENCY furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by the AGENCY, be used only for the performance of this contract.
- C. The CONTRACTOR shall be responsible for any loss or damage to property of the AGENCY that results from the negligence of the CONTRACTOR or which results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.

- D. If any AGENCY property is lost, destroyed or damaged, the CONTRACTOR shall immediately notify the AGENCY and shall take all reasonable steps to protect the property from further damage.
- E. The CONTRACTOR shall surrender to the AGENCY all property of the AGENCY prior to settlement upon completion, termination or cancellation of this contract
- F. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR's employees, agents or SUBCONTRACTORS.

**WAIVER**

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

**ATTACHMENT B**  
**SPECIAL TERMS AND CONDITIONS**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

The undersigned certifies that:

1. Neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the undersigned knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The undersigned shall provide immediate written notice to SBCTC if, at any time, the undersigned learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstance.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. The undersigned may contact SBCTC for assistance in obtaining a copy of those regulations.
5. The undersigned agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The undersigned agrees that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

---

**Contractor Name**

---

**Printed Name and Title of Authorized Certifying Official**

---

**Signature**

---

**Date**

**ATTACHMENT C**  
**STATEMENT OF WORK**

**Goal #1: College worker training programs and services are understood and utilized fully by Washington employers.**

<u>ACTIVITY</u>	<u>PAYMENT</u>	<u>PERFORMANCE INCENTIVE</u>	<u>MAXIMUM TOTAL PAYMENT</u>
A. The AWBI will develop up to three (3) articles based on actual examples of workforce training successes, developments or innovative partnerships between businesses and colleges in its magazine: <b>Washington Business</b> .	\$2,000 per article		\$6,000

**Goal #2: The Washington community and technical college system is equipped with information about new, emerging and incumbent worker training needs and receives direct support facilitating partnerships with businesses and industries to provide workforce training across the state. Active participation of business representatives on college program and general advisory committees (including Centers of Excellence and SBCTC committees) is increased and improved.**

<u>ACTIVITY</u>	<u>PAYMENT</u>	<u>PERFORMANCE INCENTIVE</u>	<u>MAXIMUM TOTAL PAYMENT</u>
2A. The AWBI shall work to strengthen private sector expansion of internships and work based learning experiences utilizing the -Washington Workforce Portal in collaboration with local career technical colleges in Spokane, Tacoma, Vancouver, Olympia and Tri-Cities and provide mid-year feedback from local partner sites.	\$25,000		\$25,000
2B. The AWBI will seek to expand the portal to two new communities -by June 30 <sup>th</sup> and provide feedback from these-sites critical to enabling the Washington Workforce Portal to be scaled state-wide in subsequent years.	\$25,000		\$25,000
2C. The AWBI will produce marketing and communications materials/advertising and other resources to support the adoption and use of the Washington Workforce Portal to begin adoption state-wide with focused engagement in 5-7 communities.	\$15,000		\$15,000
2D. In collaboration with the SBCTC, the AWBI will invite and incorporate faculty and administrators as part of AWB’s Manufacturing Tour. Each day, tour stops will feature opportunities for students to participate in a tour stop and visit a	\$4,000		\$4,000



manufacturer directly deepening industry connections with schools and students. AWBI will organize the itinerary, communicate with the businesses and college, coordinate the schedule and arrange transportation.			
2E. The AWBI will connect businesses and colleges with the goal of establishing relationships that lead to active business participation in program support efforts such as advisory committees and boards, businesses participation in the classroom, and student and instructor work-based learning/career pathway opportunities.	\$5,500		\$5,500
2F. The AWBI college liaison will attend at least four community and technical college council or commission meetings to provide college administrators with detailed information about outcomes of AWBI industry sector meetings and business needs pertaining to workforce training programs and services. The AWBI liaison will also have an opportunity to informally discuss business and college needs with individual college staff at these meetings.	\$1,000 per meeting, up to 4 meetings	If contractor attends 4 meetings, SBCTC will pay an additional \$500	\$4,500

**ATTACHMENT D  
REPORT TEMPLATE**

Quarter: \_\_\_\_\_

**Goal #1: College worker training programs and services are understood and utilized fully by Washington Business.**

<u>ACTIVITY</u>	<u>PAYMENT</u>	<u>PERFORMANCE INCENTIVE</u>	<u>MAXIMUM TOTAL PAYMENT</u>
A. The AWBI will develop up to three (3) articles based on actual examples of workforce training successes, developments or innovative partnerships between businesses and colleges in its magazine: <b>Washington Business</b> .	\$2,000 per article		\$6,000

*Description of activity this quarter:*

**Goal #2: The Washington community and technical college system is equipped with information about new, emerging and incumbent worker training needs and receives direct support facilitating partnerships with businesses and industries to provide workforce training across the state. Active participation of business representatives on college program and general advisory committees (including Centers of Excellence and SBCTC committees) is increased and improved.**

<u>ACTIVITY</u>	<u>PAYMENT</u>	<u>PERFORMANCE INCENTIVE</u>	<u>MAXIMUM TOTAL PAYMENT</u>
2A. The AWBI shall work to strengthen private sector expansion of internships and work based learning experiences utilizing the -Washington Workforce Portal in collaboration with local career technical colleges in Spokane, Tacoma, Vancouver, Olympia and Tri-Cities and provide mid-year feedback from local partner sites.	\$25,000		\$25,000

*Description of activity this quarter:*

2B. The AWBI will seek to expand the portal to two new communities -by June 30 <sup>th</sup> and provide feedback from these-sites critical to enabling the Washington Workforce Portal to be scaled state-wide in subsequent years.	\$25,000		\$25,000
--	----------	--	----------

<b>Description of activity this quarter:</b>			
2C. The AWBI will produce marketing and communications materials/advertising and other resources to support the adoption and use of the Washington Workforce Portal to begin adoption state-wide with focused engagement in 5-7 communities.	\$15,000		\$15,000
<b>Description of activity this quarter:</b>			
2D. In collaboration with the SBCTC, the AWBI will invite and incorporate faculty and administrators as part of AWB's Manufacturing Tour. Each day, tour stops will feature opportunities for students to participate in a tour stop and visit a manufacturer directly deepening industry connections with schools and students. AWBI will organize the itinerary, communicate with the businesses and college, coordinate the schedule and arrange transportation.	\$4,000		\$4,000
<b>Description of activity this quarter:</b>			
2E. The AWBI will connect businesses and colleges with the goal of establishing relationships that lead to active business participation in program support efforts such as advisory committees and boards, businesses participation in the classroom, and student and instructor work-based learning/career pathway opportunities.	\$5,500		\$5,500
<b>Description of activity this quarter:</b>			
2F. The AWBI college liaison will attend at least four community and technical college council or commission meetings to provide college administrators with detailed information about outcomes of AWBI industry sector meetings and business needs pertaining to workforce training programs and services. The AWBI liaison will also have an opportunity to informally discuss business and college needs with individual college staff at these meetings.	\$1,000 per meeting, up to 4 meetings	If contractor attends 4 meetings, SBCTC will pay an additional \$500	\$4,500

***Description of activity this quarter:***



**Association of Washington Business Institute**  
**Invoice Breakdown - SC 2020-21-003 / PO**

For the Period of:

Activity	Max. Quantity	Rate Payable	Max. Payable	Quantity Invoiced Previously	Total Invoiced Previously	Quantity Invoiced this Period	Total Invoiced this Period	Balance	SBCTC Code
1A - Articles	3	\$2,500.00	\$7,500.00		\$0.00		\$0.00	\$7,500.00	WRT
2A - Pilot Site Expansion	2	\$10,000.00	\$20,000.00		\$0.00		\$0.00	\$20,000.00	Perkins
2B - Learning Opportunity Expansion	1	\$15,000.00	\$15,000.00		\$0.00		\$0.00	\$15,000.00	Perkins
2C - Workforce Portal Upgrades	1	\$25,000.00	\$25,000.00		\$0.00		\$0.00	\$25,000.00	Perkins
2D - Manufacturing Tour	1	\$10,000.00	\$10,000.00		\$0.00		\$0.00	\$10,000.00	Perkins
2E - Business Connections	1	\$10,000.00	\$10,000.00		\$0.00		\$0.00	\$10,000.00	Perkins
2F - Economic Recovery Data	1	\$7,500.00	\$7,500.00		\$0.00		\$0.00	\$7,500.00	Perkins
2G - Meetings	4	\$1,000.00	\$4,000.00		\$0.00		\$0.00	\$4,000.00	WRT
2G.A - Performance Incentive	1	\$1,000.00	\$1,000.00		\$0.00		\$0.00	\$1,000.00	WRT
<b>Total</b>			\$100,000.00		\$0.00		\$0.00	\$100,000.00	