

**CONTRACT K8244**
**Between**
**WASHINGTON STATE EMPLOYMENT SECURITY DEPARTMENT**
**And**
**TRANSFORM. ACTION. STRATEGY (TAS)**

<b>CONTRACT INFORMATION</b>			
Contract start date January 15, 2024	Contract end date June 30, 2026	Contract amount \$872,300.00	Industry Sector RCW 39.26.140
<b>PARTIES:</b>			
Transform. Action. Strategy (TAS)			
Address 7710 E Saphire Lane, Spokane, WA 99212		UBI 602-354-842	Statewide Vendor Number SWV
Contract Manager Linda Kleingartner	Telephone: 360-970-5585	Email linda@tasguru.com	
<b>Employment Security Department (ESD)</b>			
Contract manager Amy Seiberlich		Contact address 212 Maple Park Drive, Olympia, WA 98501	
CM Phone 360-742-2290	CM email Amy.seiberlich@esd.wa.gov	Division Employment Connections	
<b>ATTACHMENTS:</b> This Contract includes the following attachment(s) and document(s) incorporated herein			
Attachment 1 – Statement of Work			
<p>The terms and conditions of this Contract are an integration and representation of the final, entire, and exclusive understanding between the parties superseding, all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract and have the authority to execute this Contract.</p>			
Contractor:	Date	Employment Security Department	Date
<i>Name</i> Linda Kleingartner		<i>Name</i> Ismaila Maidadi	
<i>Title</i> Principal		<i>Title</i> Director of Employment Connections	

This Contract is between the Washington State Employment Security Department, hereinafter called "ESD", and Transform. Action. Strategy (TAS), hereinafter called "Contractor." ESD and Contractor may also be individually referred to as Party, or jointly referred to as Parties.

The Parties hereby mutually agree as follows:

## **RECITAL INFORMATION**

### **1. BACKGROUND AND PURPOSE**

The Employment Connections division of ESD is contracting with Transform. Action. Strategy (TAS) for an expert-level Project Manager to assist in replacing the existing WorkSource Integrated Technology (WIT) system as part of the WIT Replacement Project ("Project"). The WIT platform serves as the state's case management and labor exchange for employers and job seekers. The replacement system will support the workforce administration statewide to ensure adoption of the United States Department of Labor integrated service delivery model and program performance reporting requirements for the state's Workforce Innovation and Opportunity Act and other federal grants.

The WIT Project Manager will provide services including, but not limited to, planning and project scheduling, participation in project / steering committee team meetings, facilitation completion of tasks, changes, issue and risk management, communications, quality assurance activities (in partnership with the external Quality Assurance resource), and project implementation. This contract continues the expert-level project management services that TAS was previously providing the Project as a sub-subcontractor on ESD #K7440.

### **2. AUTHORIZATION**

The provisions of Chapter 39.26.140 RCW require this sole source contract to be filed with and approved by the Department of Enterprise Services (DES). The effective date of this contract is either 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.

## **TERMS AND CONDITIONS:**

### **3. CONTRACT TERM**

The term of this Agreement starts on January 15, 2024 and ends June 30, 2026 unless the project should end sooner. In the event of Project delays beyond the contract end date, Parties may agree to amend the term for up to twelve (12) months in (2) six month intervals, per a mutually executed written amendment.

### **4. STATEMENT OF WORK**

TAS shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "1" attached hereto and incorporated herein.

### **5. COMPENSATION**

The total amount of compensation to the Contractor for all costs and services herein is not to exceed \$872,300.00. These costs are broken out per period of service and include economic adjustments annually.

Compensation is based on an hourly wage as set forth below. It is the expectation of both parties that Contractor will not work more than the identified number of hours in any period of performance.

Period of Service	Wage	Monthly Hours	Total for Period	Contract Total (NTE)
1/15/24-6/30/24	\$165.00	920	\$151,800.00	\$154,300.00
	Travel (NTE)		\$2,500.00	
			\$154,300.00	
7/1/24-6/30/25	\$173.00	2,000	\$346,000.00	\$506,300.00
	Travel (NTE)		\$6,000.00	
			\$352,000.00	
7/1/25-6/30/26 and Options	\$180.00	2,000	\$360,000.00	\$872,300.00
	Travel (NTE)		\$6,000.00	
			\$366,000.00	

ESD will reimburse travel up to \$6,000.00 per period of service based on ESD’s specific request for contractor to participate at in-person meetings in or near Olympia, Washington. ESD has already approved travel in SFY24 for TAS under ESD #K7440; the remaining balance is reflected in the table above. Reimbursement shall be actual costs based on per diem rates as established in the Office of Financial Management’s State Administrative & Accounting Manual (SAAM). Receipts must be submitted for reimbursement over \$50.

No advance payments shall be made for any services furnished by Contractor pursuant to this Contract.

This contract is a Performance Based Contract as set forth in RCW 39.26.180.

## 6. BILLING PROCEDURE

Contractor must submit invoices monthly for work performed under this Agreement. Invoices shall include an itemized list of daily activities based upon actual hours worked. Each invoice must minimally include the contract number, and the tracking and timesheet summaries to account for hourly charges.

Invoices must be submitted electronically to ESD at [VendorPayments@esd.wa.gov](mailto:VendorPayments@esd.wa.gov) with a mandatory copy to ESD’s Contract Manager.

ESD will pay Contractor within 30 calendar days of receipt of properly executed invoice voucher. Payment by ESD will be considered timely if a check or warrant is postmarked within 30 days of receipt of properly executed invoice vouchers.

**Contractor must register as a Washington State Statewide Vendor ([ofm.wa.gov/payee](http://ofm.wa.gov/payee)) and receive a Statewide Vendor Number (SWV) in order receive payment from ESD.**

## 7. INSURANCE

Contractor shall maintain in full force and effect, Commercial General Liability insurance covering the risks of bodily injury, property damage, and personal injury, and coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate.

Contractor shall acquire insurance from a carrier or carriers licensed to conduct business in the State of Washington. Contractor’s insurance must be primary as to any other insurance or self-insurance programs afforded to or maintained by the State and must include a severability of interests (cross-liability) provision.

In the event of cancellation, non-renewal, revocation, or other termination of any insurance coverage required by this Contract, Contractor must provide written notice of such to ESD

within five business days of Contractor's receipt of such notice. Failure to acquire and maintain insurance may, at ESD's sole option, result in Contract termination.

Upon ESD's request, Contractor shall furnish to ESD copies of certificates of all required insurance within thirty (30) days.

## **8. AMENDMENTS**

The parties are allowed to amend this Agreement to the extent that such amendments do not alter this agreement outside of the scope of the original Statement of Work.

The provisions of Chapter 39.26.140 RCW require that sole source contract amendments be filed with and approved by the Department of Enterprise Services (DES). The effective date of an amendment is either upon DES approval of the amendment, the tenth (10th) working day after it is filed with DES, or as agreed between the parties, whichever is later.

Amendments are binding only when made in writing and mutually signed by an authorized signatory. Under no circumstances does ESD's acting contract manager have the authorization to sign an amendment.

## **9. CONTRACT MANAGEMENT**

Each respective Contract manager listed on page one is the designated person for the general management of this Contract, to include receiving all communications and notices related to the contract. All correspondence and all legal notices from either party will be deemed as being properly sent to the other party if made by emailing said written communication to the other party's identified contract manager.

Each party is required to notify the other party in writing within three business days of any changes to that party's contract manager's information. Contract Managers may be changed through administrative notice to the other party, and do not require a full amendment.

## **10. GOVERNANCE**

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington and the venue hereunder will be in the Superior Court for Thurston County.

In the event of an inconsistency in this Contract, unless otherwise provided, the inconsistency is resolved by giving precedence in the following order:

1. Applicable Federal and Washington State Statutes and Regulations.
2. All terms and conditions herein.
3. Any attachments in their descending alphabetical order.
4. Any other material incorporated herein by written reference.

## **11. ASSIGNABILITY**

Contractor shall not assign or delegate any rights or services, nor any claims arising hereunder, whether in whole or in part, to other entity without the expressed written consent of ESD.

## **12. SUBCONTRACTORS**

The Contractor shall not subcontract work under this Contract unless it has ESD's prior written approval to use that subcontractor.

Contractor acknowledges that such approval for any subcontractor does not reduce or release the Contractor of its liability for any breach of the Contractor's or subcontractor's duties. The Contractor shall remain responsible and liable to ESD for the performance of any and all subcontractors to the same extent that Contractor would be responsible and liable to ESD had Contractor performed such services.

## **13. INDEMNIFICATION**

Contractor to the maximum extent allowed by law, shall defend, protect and hold harmless ESD from and against all claims, suits or actions arising from either negligent acts, omissions, or intentional acts on its behalf, while performing its obligations under this Contract.

#### **14. INDEPENDENT CAPACITY**

The parties create an independent contractor relationship under this Contract. The Contractor and its employees or agents performing under this contract are not employees or agents of ESD. The Contractor may not hold itself out as, nor claim to be, an officer or employee of ESD or of the State of Washington by reason of this Contract, nor may the Contractor make any claim of right, privilege or benefit which would accrue to an employee of the State of Washington.

#### **15. SEVERABILITY**

If any term or condition of this Contract is held invalid, the remainder of the Contract remains valid and in full force and effect.

#### **16. LIMITATION OF LIABILITY**

Neither Contractor nor ESD will be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except any claim related to bodily injury or death; a breach of confidentiality or cybersecurity; or a claim or demand based on patent, copyright, or other intellectual property right infringement.

Neither party will be liable to the other party unless damage is proximately caused by such party's respective fault or negligence. Neither the Contractor nor ESD will be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of the party. Such causes may include, but are not restricted to, acts of God or acts of a governmental body other than the ESD acting in either its sovereign or contractual capacity.

#### **17. RECORDS, DOCUMENTS AND REVIEW**

Maintenance of Records: Unless otherwise specified in the Contract, all books, records, documents, and other materials relevant to this Agreement will be retained for six (6) years after expiration of this Contract. Each party will utilize reasonable security procedures and protections to assure records and documents provided by the other party are not erroneously disclosed to third parties.

Review of Records: Contractor shall grant ESD and its designees full access to and the right to examine and copy any or all books, records, papers, documents and other material regardless of form or type which are pertinent to the performance of this Contract, or reflect all direct and indirect costs of any nature expended in the performance of this Contract. Access must be available at all reasonable times not limited to the required retention period but as long as records are retained, and at no additional cost to ESD.

#### **18. USE AND DISCLOSURE OF CONFIDENTIAL INFORMATION**

Data accessed by contractor, and/or otherwise provided to the contractor pursuant to this Agreement may contain both confidential and non-confidential information. Confidential information includes, but is not limited to, names, addresses, Social Security numbers, email addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, agency or third-party source code or object code, agency security data, or Unemployment Insurance Claimant information, or any personal information identifiable to an individual. Because confidential and non-confidential information may be comingled, all information accessed under this Agreement is to be treated by contractor as being confidential information, unless it is clearly understood and agreed upon by both parties to be non-confidential information.

Contractor shall protect and safeguard all confidential information received and/or accessed under this Agreement against any unauthorized disclosure, use, or loss as set forth under all state and federal requirements enacted or revised over time, regarding data security, electronic data interchange, and restricted Permissible Uses of such information.

Any unauthorized disclosure of the confidential information to a non-authorized person may be immediate grounds for a full termination of this agreement and may further subject Contractor to additional financial liabilities or other judicial remedies. If additional disclosure agreements are necessary at that time, Contractor will execute the same as directed by ESD.

Confidential information received or accessed under this Agreement may only be used for the Permissible Uses of executing the statement(s) of work incorporated into this Agreement. Any other use or disclosure of confidential information is strictly prohibited unless approved by ESD or lawfully predicated on a court order or court ordered subpoena from a court of competent jurisdiction.

Once the Permissible Use of the confidential information is completed, all confidential information must be returned to ESD and/or disposed in accordance with ESD's disposition requirements, which may be set forth at that time.

Confidential information received or accessed under this Agreement may only be used for the Permissible Uses of executing the statement(s) of work incorporated into this Agreement. Any other use or disclosure of confidential information is strictly prohibited unless approved by ESD or lawfully predicated on a court order or court ordered subpoena from a court of competent jurisdiction.

Once the Permissible Use of the confidential information is completed, all confidential information must be returned to ESD and/or disposed in accordance with ESD's disposition requirements, which may be set forth at that time.

## **19. TERMINATION AND SUSPENSION**

### Non-compliance

*Termination or Suspension for Cause:* In the event ESD determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, ESD has the right to suspend or terminate this Contract. ESD may terminate immediately or, at its sole discretion, ESD may notify the Contractor in writing of the need to take corrective action, prior to termination, and allow the Contractor time to cure its breach. Additionally, if ESD deems it necessary, it may immediately suspend this contract while it investigates the nature of a breach, and/or while it allows the Contractor to complete its cure process.

If ESD elects to utilize an immediate termination, it must be able to demonstrate how continuation of the contract may cause immediate harm to ESD, the State of Washington, or its residents.

Administrative Terminations: Each of the below are available only to ESD.

Termination for Convenience: ESD, upon providing at least twenty days' written notice, may terminate or suspend this Agreement, in whole or in part for convenience. Contractor shall continue to provide services under this Contract until the actual termination or suspension date stated by ESD. If this Contract is terminated, ESD shall be liable only for final payment for services rendered or expenses incurred prior to the effective date of termination.

## **20. POST TERMINATION PROCEDURE**

Upon receiving the termination notice, Contractor, and any and all subcontractors of the Contractor, will immediately stop providing any further work on the project and will not provide any additional hours of service. Contractor and ESD will then settle all outstanding

claims for payment due; ESD will only be obligated for payment of work up to the date of termination. Such payment will be made in accordance with the compensation section of this agreement and will be deemed as being separate and distinct from any claim of damages. A post termination payment to the Contractor, does not waive ESD's right to any subsequent claims for damages.

Contractor shall further confer and cooperate with ESD in carrying out any activities required for transition of Services to a replacement Contractor.

#### **21. NON-EXCLUSION OF REMEDIES**

All remedies stated herein are not exclusive and the parties may seek additional remedies, as allowed by law. However, in no event, may either party hereto be responsible to the other for any indirect, special, or consequential damages as a result of any breach of this Agreement.

#### **22. ATTORNEY FEES AND COSTS**

If any litigation is brought to enforce this Contract or any litigation arises out of any contract term, clause or provision, each party shall be responsible for its own expenses, costs and attorney fees.

#### **23. DISPUTES**

Except as otherwise provided in this Agreement, when a dispute arises and cannot be resolved by direct negotiation, the parties agree to participate in non-binding mediation in good faith. The mediator shall be chosen by agreement of the parties. If the parties cannot agree on a mediator, the parties shall use a mediation service that selects the mediator for the parties. Nothing in this Agreement shall be construed to limit the parties' choice of a mutually acceptable alternative resolution method such as a disputes hearing, or a Dispute Resolution Board. Either of the parties may also request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

#### **24. WAIVER**

Any omission by either party to exercise its rights under this Contract does not preclude that party from subsequent exercising of such rights and does not constitute a waiver of any rights. A waiver of rights must be stated in a writing signed by an authorized representative with signature authority on behalf of the party.

#### **25. SURVIVORSHIP**

Notwithstanding the expiration of the initial term of this Contract, the terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Contract shall so survive. This shall minimally include, without limitation, all matters concerning the permissible use and safeguarding of confidential information and matters pertaining to record preservation and subsequent disposition.

#### **26. ELECTRONIC SIGNATURES, COUNTERPARTS, AND DELIVERY**

The parties agree that this contract may be executed in multiple counterparts, each of which is deemed an original and all of which constitute one agreement; and that electronic signature, or e-signature, of this contract shall be deemed as having the same effect as execution of an original ink signature; and that E-mail, photocopy, or facsimile delivery of a signed copy of this contract shall be deemed as the same as delivery of an original.

## **Attachment 1: Statement of Work**

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### **Objective**

The Employment Connections division of ESD is contracting with Transform. Action. Strategy (TAS) for an expert-level Project Manager to assist in replacing the existing WorkSource Integrated Technology (WIT) system. The Project Manager will provide services including, but not limited to, planning and project scheduling, participation in project / steering committee team meetings, facilitation completion of tasks, changes, issue and risk management, communications, quality assurance activities (in partnership with the external Quality Assurance resource), and project implementation.

The TAS resource serving as the project manager shall be available for the whole term of this Agreement, and shall not be replaced without agreement from ESD.

### **1. Administration or General Tasks**

- a. Lead a cross-functional project team comprised of technical, procurement, and business operations staff from within ESD, associated partners (such as Local Workforce Development Boards (LWDB)), associated state and federal agencies, and other contractors.
- b. Manage daily work activities.
- c. Create other documents, reports, and memoranda on an as-needed basis to track unusual or special issues that impact project success. Such issues include, but are not limited to: time, scope, quality, risk, and vendor management.
- d. Participate in the department's external relations efforts, informational presentations, stakeholder meetings and public program advocacy.
- e. Communicate effectively and efficiently in a politically sensitive environment with multiple stakeholders, both internal and external to ESD.
- f. Ensure project quality standards are met.
- g. Lead and manage internal project meetings.

### **2. Deliverables**

- a. Deliverable: Manage project schedule and perform updates daily, or as determined by the Project Sponsor using Microsoft Project.



- b. Deliverables: Throughout the project and based on the timelines in the project plan, develop, maintain and perform applicable action items on the following plans:
  - Project Management Plan.
  - Facilitation of design, test, and implementation readiness.
  - Presentation support to agency executives.
  - Scope development and management.
  - Schedule development and management.
  - Risk assessment and management (working in conjunction with external Quality Assurance Resource).
  - Issue assessment and management.
  - Communications planning and decision management.
  - Participate in system assessment, architecture, security reviews and quality reviews.
  - Transition planning and project close-out.

### 3. Specific Services

- a. Project Management
  - i. Support project management team to maintain timely and effective risk management processes, procedures, and systems. The team aims to incorporate and instill continuous improvement practices in an Agile environment.
    1. Establish a risk tracking and monitoring tool to be used across multiple work streams.
    2. Review quality assurance findings and incorporate identified risks into risk tracking and monitoring tool.
    3. Work with team leads to establish risk mitigation strategies.
    4. Track actions related to identified project risks.
    5. Suggest management of risks affecting project schedule and schedule impacts, including costs or changes to contract terms.
    6. Guide and coordinate project management practices that will be applied across work streams.
  - b. Work with team members to provide tools that support effective backlog grooming, work tracking, and visibility.
  - c. Assist the Project Management office in calculating and measuring team velocity against estimates to identify gaps in delivery goals.
  - d. Support teams in managing scope to manage to minimum-viable products without sacrificing quality.
  - e. Facilitate problem-solving activities at all levels of the project team.

- f. Support teams in managing and incorporating feedback from demonstrations and lessons learned.
- g. Manage and update resource plans to ensure all project work efforts are adequately resourced.

#### **4. Schedule/Tracking**

- a. Plan, implement, and control an overall project schedule:
  - i. Work with different workgroups to develop individual schedules as needed.
  - ii. Interact with project team and task managers to define, maintain, and update the comprehensive project schedule, identification of variances from original plan, and documenting and reporting agreed-upon mitigation strategies.
  - iii. Coordinate individual inputs into a single, unified project plan.
- b. Track and evaluate overall project and velocity using various sources that track tasks and status.
  - i. Evaluate project schedule progress and performance and identify problem areas and risks.
  - ii. Conduct analysis to determine alternative courses of action or recovery on slipped schedules using standard agile measures to evaluate successful progress and performance.
- c. Analyze critical path and constraints to determine effect of changes to schedule and provide recommendations.
- d. Develop and update weekly or bi-weekly short interval schedules and status, as needed, working with team leads and project managers.

#### **5. Status Reports, Meetings**

- a. Collate team updates and standard reports of progress into a monthly status report to be delivered to the sponsors, leadership team, and other key stakeholder audiences.
- b. Supply information to executive and authorizing environment that establishes expected outcomes and pace of progress. In addition, supply transparent status against established expectations with the direct goal of inspiring confidence in the project management processes being applied to the project.
- c. Facilitate decision-making related to governing decisions that are escalated to project leadership.
- d. Facilitate project meetings including creating an agenda, tracking action items, decisions, and agreed-upon risk

mitigations. Produce supporting documentation as needed.

- e. Monitor and report on transaction compliance (milestones, deliverables, invoicing etc.).
- f. Synthesize outcomes from retrospectives and other activities and ceremonies to check process effectiveness and track adjustments throughout.
- g. Assist, as needed, on any status reporting, presentations, or other items with outside entities.