

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	00220
Equifax Workforce Solutions LLC 11432 Lackland Rd St. Louis, MO 63146	Amendment No.:	1
	Effective Date:	November 14, 2022

**FIRST AMENDMENT
TO
STATEWIDE CONTRACT NO. 00220
EMPLOYMENT AND INCOME VERIFICATION & PUBLIC RECORD SEARCH SERVICES**

This First Amendment ("Amendment") to Contract No. 00220 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Equifax Workforce Solutions LLC (formerly known as TALX Corporation), a Missouri corporation ("Contractor") and is dated as of November 14, 2022.

R E C I T A L S

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No.00220 for Employment and Income Verification and Public Record Search Services dated effective as of August 1, 2022 ("Contract").
- B. The amendment set forth herein is within the scope of the Contract.
- C. The Parties now desire to amend the Contract as set forth herein.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **CHANGE TO EXHIBIT B, PRICING.** Amended Exhibit B in the Tier 4 category from "600,000-899,000" to "600,000-899,999" to account for the gap in transaction amount from Tier 4 to Tier 5.
- 2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
- 3. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

4. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. **ELECTRONIC SIGNATURES.** An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. **COUNTERPARTS.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**EQUIFAX WORKFORCE SOLUTIONS LLC,
A MISSOURI CORPORATION**


By: 

Name: Michael S Bromley

Title: VP, GM, Equifax Government Solutions

Date: 12/02/2022

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 

Name: Stacia Wasmundt

Title: Contracts Specialist 3

Date: 12-7-22

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	00220
	Amendment No.:	2
Equifax Workforce Solutions LLC 11432 Lackland Rd St. Louis, MO 63146	Effective Date:	August 1, 2024

SECOND AMENDMENT
TO
CONTRACT No. 00220
EMPLOYMENT AND INCOME VERIFICATION & PUBLIC RECORD SEARCH SERVICES

This Second Amendment ("Amendment") to Contract No. 00220 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Equifax Workforce Solutions LLC (formerly known as TALX Corporation, a Missouri corporation ("Contractor") and is dated as of August 1, 2024.

RECITALS

- A. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Contract No. 00220 for Employment and Income Verification & Public Record Search Services dated effective as of August 1, 2022 ("Contract").
- B. The Parties previously amended the Contract as follows:
 - a. Amendment 1, effective November 14, 2022, included a change to Exhibit B, Pricing. Amended Exhibit B in the Tier 4 category from "600,000-899,000" to "600,000-899,999" to account for the gap in transaction amount from Tier 4 to Tier 5.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract to extend the term by twenty-four (24) months and add a new Nondiscrimination subsection to section 19.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **TERM.** The term of this Contract is extended twenty-four (24) months and ends July 31, 2026.
- 2. **NONDISCRIMINATION.** The following provision is added as a new subsection of the Contract in the General Provisions section:


19.24. NONDISCRIMINATION.

- (a) Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
- (b) Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- (c) Default. Notwithstanding any provision to the contrary, Enterprise Services 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 Enterprise Services 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), Enterprise Services 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 from any damages or penalties imposed under Chapter 49.60, RCW that are actually assessed or awarded from a court, regulatory entity, final agreement from an alternative dispute resolution method, or administrative law judge's order. Enterprise Services and/or Purchasers may request and coordinate with Contractor to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor is found and ordered to pay, or agreed to be owed, to Enterprise Services and/or Purchasers for a violation under this provision. If a deduction is not possible for such found and ordered, or agreed to, damages or fines resulting from this provision, Contractor and Enterprise Services and/or Purchaser shall enter into a payment arrangement either as part of this Contract or as a separate agreement for Contractor to pay the relevant amounts to the appropriate party.


3. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
4. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
5. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
6. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
7. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**EQUIFAX WORKFORCE SOLUTIONS LLC,
A MISSOURI COMPANY**

By: 
Name: Michael S Bromley
Title: VP, GM, Equifax Government Solutions
Date: 05/29/2024

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Name: Jolene Haney
Title: Enterprise Contracts & Procurement
Specialist 3
Date: 05/31/2024

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	00220
	Amendment No.:	3
Equifax Workforce Solutions LLC 11432 Lackland Rd St. Louis, MO 63146	Effective Date:	November 1, 2024

THIRD AMENDMENT
TO
CONTRACT No. 00220
EMPLOYMENT AND INCOME VERIFICATION & PUBLIC RECORD SEARCH SERVICES

This Third Amendment ("Amendment") to Contract No. 00220 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Equifax Workforce Solutions LLC (formerly known as TALX Corporation), a Missouri Corporation {"Contractor"} and is dated as of November 1, 2024.

RECITALS

- A. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Contract No. 00220 dated effective as of August 1, 2022 ("Contract").
- B. The Parties previously amended the Contract as follows:
 - (a) Amendment No. 1, effective November 14, 2022, included a change to Exhibit B, Pricing. Amended Exhibit B in the Tier 4 category from "600,000-899,000" to "600,000-899,999" to account for the gap in transaction amount from Tier 4 to Tier 5.
 - (b) Amendment No. 2, effective August 1, 2024, extended the term by twenty-four {24} months; and added a new nondiscrimination subsection to Section 19.24.
- C. The Parties now desire to amend the Contract to include a 'pay equality provision' as required by the Washington State Legislature. See [LAWS OF 2023, ch. 475](#), § 919(4).
- D. The amendment set forth herein is within the scope of the Contract.

AGREEMENT

NowTHEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:


1. **PAY EQUALITY.** The following provision is added to the end of section 4 {Contractor Representations and Warranties} as a new subsection:

- 4.18. WASHINGTON STATE PAY EQUALITY FOR 'SIMILARLY EMPLOYED' INDIVIDUALS. Contractor represents and warrants that, among Contractor's employees, 'similarly employed' individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for Contractor's workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but is not limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Contract and/or any agreement entered into pursuant to this Contract.
2. No CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**EQUIFAX WORKFORCE SOLUTIONS LLC,
A MISSOURI COMPANY**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Name: Michael S Bromley
Title: VP, GM, Equifax Government Solutions
Date: 10/16/2024

By: 
Name: Jolene Haney
Title: Enterprise Contracts & Procurement
Specialist 3
Date: 10/28/2024