



Washington State
**DEPARTMENT OF
 ENTERPRISE SERVICES**



WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES Contracts & Procurement PO Box 41411 Olympia, WA 98504-1411	INTERAGENCY AGREEMENT	
	Enterprise Services IAA No.:	20122
	DOC Contract No.	K12967
	Effective Date:	January 1, 2024

CORRECTIONAL INDUSTRIES MANDATORY USE CONTRACT

INTERAGENCY AGREEMENT

BETWEEN

WASHINGTON STATE DEPARTMENT OF CORRECTIONS

AND

WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES

Pursuant to RCW chap. 39.34, RCW 43.19.005, and RCW 39.26.050, this Correctional Industries Mandatory Use Contract Interagency Agreement (“Correctional Industries Mandatory Use Contract” or “Agreement”) is made and entered into by and between the State of Washington acting by and through the Washington Department of Enterprise Services, a Washington state governmental agency (“Enterprise Services”) and the Washington State Department of Corrections, a Washington state governmental agency, through its Correctional Industries Division (“Correctional Industries”) and is dated and effective as January 1, 2024.

RECITALS

- A. **ENTERPRISE SERVICES.** The Washington State Legislature created Enterprise Services with a mission to implement a world-class, customer-focused organization that provides valued products and services to government and state residents. Accordingly, in regard to contracting and procurement, Enterprise Services was created, in part, to establish specified enterprise procurement solutions and efficiently and cost-effectively manage resources to deliver valued products and services to governmental entities. *See LAWS OF 2011, 1ST SP. S., CH. 43 § 101 (codified at RCW 43.19.003).*
- B. **CORRECTIONAL INDUSTRIES.** The Washington State Legislature authorized the Washington State Department of Corrections to operate a voluntary inmate work program to achieve certain public policy goals. *See RCW 72.09.100.* Accordingly, consistent with the Legislature’s intent and implementing regulations, the Washington State Department of Corrections operates a voluntary comprehensive work program through Correctional

Industries. See WAC chap. 137-80. Correctional Industries provides on the job training to incarcerated individuals who develop marketable job skills and increase their chances of successful reentry. On the job training takes place at state correctional facilities and is supported by sales of products and services to state agencies, county and local governments, and not-for-profit organizations.

- C. ENTERPRISE PROCUREMENT SOLUTIONS FOR GOODS/SERVICES. Washington state agencies must purchase goods and services in compliance with the state's Procurement Code and enterprise procurement policies established by Enterprise Services that, among other things, implement various state procurement priorities established by the Legislature. See RCW chap. 39.26. Accordingly, to support state agency purchases of goods and services, Enterprise Services develops or establishes enterprise procurement solutions that may be used cost-effectively and efficiently by all state agencies. See RCW 43.19.005; see also, RCW 39.26.050; .060, and .080.
- D. CORRECTIONAL INDUSTRIES' MANDATORY USE CONTRACT. Unless exempted as set forth in RCW 39.26.251, the Washington State Legislature has required all state agencies, the legislature, and departments to purchase for their use all goods and services that are produced or provided in whole or in part from Correctional Industries' Class II Inmate Work Programs. See RCW 39.26.251; see also, WAC 200-300-086. To assist state agencies and other eligible purchasers in identifying goods and services that are produced or provided in whole or in part from Correctional Industries' Class II Inmate Work Programs, Enterprise Services collaborates with Correctional Industries to identify and designate such goods and services through this Correctional Industries Mandatory Use Contract. See WAC 200-300-086. This collaborative approach enables state agencies and other eligible purchasers who desire to purchase goods and services to access a single Enterprise Services' statewide website, to identify all enterprise procurement solutions for goods and services, including any Legislatively required procurement solutions such as Correctional Industries Mandatory Use Contract.
- E. PURPOSE. The purpose of this Agreement is to memorialize how Enterprise Services and Correctional Industries collaborate to designate and make available Correctional Industries goods and services to state agencies and other eligible purchasers.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. **TERM.** The term of this Agreement is sixty (60) months, commencing January 1, 2024 and ending December 31, 2028; *Provided*, however, that the term of this Agreement shall renew automatically for subsequent one (1) year periods unless either party gives the other written notice of termination at least (90) days prior to expiration of the current term.
2. **CORRECTIONAL INDUSTRIES' RESPONSIBILITIES.**
 - a. **COVERED GOODS AND SERVICES.** Correctional Industries, as necessary or convenient, shall identify to Enterprise Services in writing those goods and services that are produced or provided in whole or in part from Correctional Industries' Class II Inmate Work Programs and which are included in the scope of this Correctional Industries

Mandatory Use Contract for state agencies and other specified eligible purchasers. The parties acknowledge and agree that *Exhibit A – Correctional Industries Mandatory Use Contract Scope* is the current list of such goods and services.

- b. **UPDATES TO ENTERPRISE SERVICES.** Correctional Industries shall provide timely updates, in writing, to Enterprise Services regarding the scope of goods and services produced or provided in whole or in part from Correctional Industries’ Class II Inmate Work Programs that Correctional Industries desires to be identified and designated, by Correctional Industries and Enterprise Services, as included under this Correctional Industries Mandatory Use Contract.
- c. **WEBPAGE CATALOG FOR CORRECTIONAL INDUSTRIES MANDATORY USE CONTRACTS.** Correctional Industries shall:
 - i. Create and maintain webpage(s) that contain information relevant to the purchase of Correctional Industries’ goods and services identified and designated, by Correctional Industries and Enterprise Services, as included under this Correctional Industries Mandatory Use Contract; and
 - ii. Timely provide such Correctional Industries website data to Enterprise Services such that Enterprise Services efficiently may incorporate such information into Enterprise Services’ statewide contracts and procurement website.
- d. **PURCHASER EXEMPTION PROCESS.** Correctional Industries shall:
 - i. Manage the exemption approval process for state agencies and other eligible purchasers based on RCW 39.26.251 and WAC 200-300-086; and
 - ii. Maintain and update as needed the exemption form pursuant to WAC 200-300-086 that can be used by state agencies and other eligible purchasers to seek an exemption from a Correctional Industries Mandatory Use Contract pursuant to RCW 39.26.251.

3. ENTERPRISE SERVICES’ RESPONSIBILITIES.

- a. **COVERED GOODS AND SERVICES.** Upon Written request by Correctional Industries, Enterprise Services shall collaborate with Correctional Industries to identify and designate goods and services that are produced or provided in whole or in part from Correctional Industries’ Class II Inmate Work Programs which Correctional Industries desires Enterprise Services to identify and designate as included under this Correctional Industries Mandatory Use Contract for state agencies and other specified eligible purchasers. The parties acknowledge and agree that *Exhibit A – Correctional Industries Mandatory Use Contract Scope* is the current list of such goods and services.
- b. **STATEWIDE WEBSITE FOR CONTRACTS AND PROCUREMENT.** Enterprise Services shall collaborate with Correctional Industries to include within Enterprise Services’ statewide contracts and procurement website links to Correctional Industries’ website that sets forth pricing, terms and additional details for those goods and services produced or provided in whole or in part from Correctional Industries’ Class II Inmate Work Programs that Correctional Industries and Enterprise Services have

identified and designated as included under this Correctional Industries Mandatory Use Contract.

- c. CORRECTIONAL INDUSTRIES MANDATORY USE CONTRACTS. Enterprise Services, in collaboration with Correctional Industries, shall use commercially reasonable efforts to provide purchaser awareness of all enterprise procurement solutions, including this Correctional Industries Mandatory Use Contract. Such efforts, at a minimum, shall include website identification of Correctional Industries Mandatory Use Contract.

- 4. **AGREEMENT MANAGEMENT.** The parties hereby designate the following agreement administrators as the respective single points of contact for purposes of this Agreement, each of whom shall be the principal contact for business activities under this Agreement. The parties may change administrators by written notice as set forth below. Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Strategy Team

PO Box 41411

Olympia, WA 98504-1411

Email: descontractsstrategy@des.wa.gov

Correctional Industries

Attn: Lindsey Konrad

PO Box 41115, Olympia 98504-1115

Tumwater WA 98501

Email: lmkonrad@doc1.wa.gov

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

5. RECORDS RETENTION & PUBLIC RECORDS.

- a. AGREEMENT AVAILABILITY. Prior to its entry into force, this Agreement shall be posted on the parties' websites or other electronically retrievable public source as required by RCW 39.34.040.
- b. RECORDS RETENTION. Each party shall each maintain records and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance and payment of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and officials authorized by law. Such records shall be retained for a period of six (6) years following expiration or termination of this Agreement or final payment for any service placed against this Agreement, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- c. PUBLIC INFORMATION. This Agreement and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56. Neither party shall release any record that would, in the judgment of the party, be subject to an exemption from disclosure under the Public Records Act, without first providing notice to the other party within ten (10) business days of the receipt of the request. The parties will discuss appropriate actions to be taken, including release of the requested information, seeking a protective order, or other action prior to the

release of records. Should one party choose to seek a protective order, it shall do so at its sole expense.

6. **RESPONSIBILITY OF THE PARTIES.** Each party to this Agreement assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third-party claims.
7. **DISPUTE RESOLUTION.** To the extent practicable, the parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this Agreement as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The parties shall make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve any such dispute. If, however, a dispute persists and cannot reasonably be resolved, it may be escalated within each organization. In such circumstance, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree on a mutual resolution within fifteen (15) business days, the parties shall abide by the Governor's dispute resolution process (RCW 43.17.330), if applicable, or collectively shall appoint a third party to evaluate and resolve the dispute and such dispute resolution shall be final and binding on the parties hereto.
8. **TERMINATION FOR CONVENIENCE.** Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) calendar days prior written notification. Upon such termination, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of such termination.
9. **GENERAL PROVISIONS.**
 - a. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
 - b. **AMENDMENT OR MODIFICATION.** Except as set forth herein, this Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.
 - c. **AUTHORITY.** Each party to this Agreement, 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 Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
 - d. **NO AGENCY.** The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement. Neither party is an agent of the other party nor authorized to obligate it.

- e. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to any choice of law principles that would provide for the application of the laws of another jurisdiction.
- f. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this Agreement, the parties agree to submit to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- g. **FURTHER ASSURANCES.** In addition to the actions specifically mentioned in this Agreement, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Agreement including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Agreement.
- h. **EXHIBITS.** All exhibits referred to herein are deemed to be incorporated in this Agreement in their entirety.
- i. **CAPTIONS & HEADINGS.** The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.
- j. **ELECTRONIC SIGNATURES.** An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.
- k. **COUNTERPARTS.** This Agreement may be executed in any number of 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 Agreement 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 Agreement.

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

STATE OF WASHINGTON
DEPARTMENT OF CORRECTIONS
CORRECTIONAL INDUSTRIES

By: *Elena McGrew*
Name: Elena McGrew
Title: Statewide Enterprise Procurement Manager
Date: 12/27/2023

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Huntsinger, Daryl A. (DOC)
Name: Daryl Huntsinger
Title: Contracts Administrator
Date: 12/22/2023

Digitally signed by Huntsinger, Daryl A. (DOC)
Date: 2023.12.22 16:29:40 -08'00'

CORRECTIONAL INDUSTRIES MANDATORY USE CONTRACT SCOPE

The following categories of goods and services that are produced or provided in whole or in part from Correctional Industries' Class II Inmate Work Programs are identified and designated, by *Correctional Industries* and *Enterprise Services*, as included under this Correctional Industries Mandatory Use Contract:

- Furniture
- Mattresses & Linens
- Safety Products
- Optical
- Janitorial Supplies
- Career Apparel
- Undergarments

The list of goods & services may be updated via written notice to Enterprise Services and do not require formal amendment to this agreement.