

1 (January 24, 2024)

2 11. The Contractor shall comply with the following nondiscrimination provisions,
3 and the Contractor shall ensure the nondiscrimination provisions are included
4 in all subcontracts:

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6 a. Nondiscrimination Requirement. During the term of this Contract, the
7 Contractor, including all subcontractors, shall not discriminate on the
8 bases enumerated at RCW 49.60.530(3). In addition, the Contractor,
9 including all subcontractors, shall give written notice of this
10 nondiscrimination requirement to any labor organizations with which the
11 Contractor, or subcontractor, has a collective bargaining or other
12 agreement.

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14 b. Obligation to Cooperate. The Contractor, including all subcontractors,
15 shall cooperate and comply with any Washington state agency
16 investigation regarding any allegation that the Contractor, including any
17 subcontractor, has engaged in discrimination prohibited by this Contract
18 pursuant to RCW 49.60.530(3).

19
20 c. Default. Notwithstanding any provision to the contrary, the Contracting
21 Agency may suspend the Contract in accordance with Section 1-08.6,
22 upon notice of a failure to participate and cooperate with any state agency
23 investigation into alleged discrimination prohibited by this Contract,
24 pursuant to RCW 49.60.530(3). Any such suspension will remain in place
25 until the Contracting Agency receives notification that Contractor, including
26 any subcontractor, is cooperating with the investigating state agency. In
27 the event the Contractor, or subcontractor, is determined to have engaged
28 in discrimination identified at RCW 49.60.530(3), the Contracting Agency
29 may terminate this Contract in whole or in part in accordance with Section
30 1-08.10(1), and in addition to the sanctions listed in Section 1-07.11(5),
31 the Contractor, subcontractor, or both, may be referred for debarment as
32 provided in RCW 39.26.200. The Contractor or subcontractor may be
33 given a reasonable time in which to cure this noncompliance, including
34 implementing conditions consistent with any court-ordered injunctive relief
35 or settlement agreement.

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37 d. Remedies for Breach. Notwithstanding any provision to the contrary, in the
38 event of Contract termination or suspension for engaging in discrimination,
39 the Contractor, subcontractor, or both, shall be liable for contract damages
40 as authorized by law including, but not limited to, any cost difference
41 between the original contract and the replacement or cover contract and
42 all administrative costs directly related to the replacement contract, which
43 damages are distinct from any penalties imposed under Chapter 49.60,
44 RCW. The Contracting Agency shall have the right to deduct from any
45 monies due to Contractor or subcontractor, or that thereafter become due,
46 an amount for damages Contractor or subcontractor will owe Contracting
47 Agency for default under this Provision.