

**WORK ORDER NO. 24-01**

**MASTER CONTRACT NO. 08215**

**CATEGORY 10 INFRASTRUCTURE SERVICES FOR IT SECURITY REVIEWS AND CYBERSECURITY CONSULTING**

**By and Between**

**WASHINGTON STATE INVESTMENT BOARD**

**And**

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Date

## ITPS WORK ORDER NO. 24-01

### MASTER CONTRACT NO. 08215

#### IT SECURITY REVIEWS AND CYBERSECURITY CONSULTING

This Work Order (“Contract”) is made and entered into by and between the State of Washington acting by and through the Washington State Investment Board, a Washington State governmental agency hereinafter referred to as WSIB and \_\_\_\_\_, a \_\_\_\_\_ (“Contractor”) and is dated and effective as of \_\_\_\_\_, 2023.

#### RECITALS

- A. Pursuant to statutory authority provided in RCW Chapter. 39.26, the Washington State Department of Enterprise Services (DES) developed, solicited, and established a Master Contract for IT Professional Services (Master Contract No. 08215).
- B. Master Contract No. 08215 for IT Professional Services enables Vendors to prequalify to compete for specified contract services under this Master Contract. Vendor competed and prequalified.
- C. Pursuant to the Master Contract, state agencies and other eligible users of the Master Contract are able to engage eligible Vendors through a second-tier competitive procurement that results in a Contract for a specific project. Accordingly, on April 21, 2023, the WSIB conducted a public procurement ITPS Work Order #24-01) under Master Contract No. 08215 to purchase IT Security Reviews and Cybersecurity Consulting Services.
- D. Vendor provided a timely response to such solicitation dated May 19,2023
- E. The Parties now desire to enter into this Contract.

#### AGREEMENT

**NOW THEREFORE**, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **TERM.** The term of this Contract is for a \_\_\_\_\_ ( ) Month term commencing \_\_\_\_\_, ending \_\_\_\_\_; subject to mutual agreement, the term of the Contract may be extended for up to \_\_\_\_\_.
2. **SCOPE – INCLUDED SERVICES AND PRICE.**
  - 2.1. **CONTRACT SCOPE.** Pursuant to this Contract, Contractor is authorized to provide only those services set forth in Exhibit A Scope of Work & Performance Requirements– for the prices set forth in Exhibit B – Fee Schedule for Services.
  - 2.2. **STATE’S ABILITY TO MODIFY SCOPE OF CONTRACT.** Subject to mutual agreement between the parties, the WSIB reserves the right to modify the services included in this Contract; Provided, however, that any such modification must be within the scope of the Competitive Solicitation and this Contract.
  - 2.3. **PRICE CEILING.** Although Contractor may offer lower prices to the WSIB during the term of this Contract, Contractor guarantees to provide the Services at no greater than the prices set forth in Exhibit B – Fee Schedule.

- 3. CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Contract and at the time of performance pursuant to this Contract. If, at the time of performance, Contractor cannot make such representations and warranties, Contractor shall not perform and shall, within three (3) business days notify the WSIB in writing of such breach.
- 3.1. **QUALIFIED TO DO BUSINESS.** Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it is registered with the Washington State Department of Revenue and the Washington Secretary of State, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
- 3.2. **SUSPENSION & DEBARMENT.** Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental Contract by any governmental department or agency within the United States.
- 3.3. **PERFORMANCE OF SERVICES.** Contractor represents and warrants that in performing this Contract, Contractor shall
- a. Perform its obligations in a timely, professional, and workmanlike manner consistent with standards in the profession;
  - b. Meet or exceed the performance and operational standards and specifications in this Contract;
  - c. Provide all contractual requirements in good quality with no material defects;
  - d. Not interfere with the State's operations;
  - e. Obtain and maintain all necessary licenses, certifications, permits, or other authorizations necessary for the performance of the Contract;
  - f. Cooperate with the WSIB to achieve the objectives of the Contract;
  - g. Return to the WSIB any agency-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract;
  - h. Comply with all Washington State physical and IT security policies and standards which will be made available upon request; and
  - i. Provide the WSIB priority in performance of this Contract except as mandated by federal disaster response requirements.

**Notwithstanding any provision to the contrary, any breach under this paragraph is considered a material breach.**

- 3.4. **WAGE VIOLATIONS.** Contractor represents and warrants that neither it nor its principals or affiliates presently are determined, by a final order of the Washington Department of Labor and Industries or a Court, to be in willful violation of state wage laws.
- 3.5. **PERSONNEL.** Contractor represents and warrants, as previously certified in Contractor's Bidder Certification, that Contractor possess all necessary personnel to fulfill the roles outlined in the solicitation.
- 3.6. **WASHINGTON SMALL BUSINESS [IF APPLICABLE].** Contractor represents and warrants, as previously certified in Contractor's Bidder Certification, that Contractor qualifies as a Washington Small Business pursuant to RCW 39.26.010.
- 3.7. **CERTIFIED VETERAN-OWNED BUSINESS [IF APPLICABLE].** Contractor represents and warrants, as previously certified in Contractor's Bidder Certification, that Contractor qualifies as a Certified Veteran-Owned Business pursuant to RCW 43.60A.190.

- 3.8. **PROCUREMENT ETHICS & PROHIBITION ON GIFTS.** Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to State employees.
- 3.9. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS).** Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's Contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Master Contract, Contractor shall maintain an accurate profile in WEBS.
- 3.10. **STATEWIDE PAYEE DESK.** Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.
- 3.11. **ADVERTISING AND ENDORSEMENT.** Contractor understands and acknowledges that neither the WSIB nor the State of Washington are endorsing Contractor's services or suggesting that such services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to the WSIB or the State of Washington in any promotional material without the prior written consent of the WSIB.
- 3.12. **CONTRACT TRANSITION.** Contractor represents and warrants that, in the event this Contract is transitioned to another contractor (e.g., Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist the WSIB for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.

#### **4. PERFORMANCE OF SERVICES.**

- 4.1. **PERFORMANCE REQUIREMENTS.** Contractor must ensure that its services are performed as required by this Contract, including, without limitation, the requirements set forth in Exhibit A.
- 4.2. **DELIVERY OF SERVICES.** Contractor understands and acknowledges that Contractor may be required to perform contracted services on-site at the Intermediary's headquarters as agreed upon in Exhibit A – Scope of Work. Prices set forth in Exhibit B – Fee Schedule shall include costs associated with travel and the delivery of such services.
- 4.3. **TECHNOLOGY EQUIPMENT AND ACCESS.** Contractor is responsible for providing all equipment and access required to perform services as defined in this contract, including but not limited to video conferencing ability using webinar platforms such as Microsoft Teams and Zoom.
- 4.4. **ON-SITE REQUIREMENTS.** While on WSIB or Intermediary premises, as may be applicable, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with the WSIB's physical, fire, access, safety, and security requirements.
- 4.5. **OWNERSHIP OF DELIVERABLES.** Notwithstanding any provision to the contrary, the parties understand and agree that the WSIB shall own all rights to any plans, reports, or other deliverables provided to the WSIB pursuant to this Contract. The copyright in all works of authorship created pursuant to this Contract shall be owned by the State of Washington. All such works or portions of works created by the Contractor are hereby agreed to be "works made for hire" within the meaning of 17 U.S.C. § 201. If, however, the WSIB is not able to obtain copyright ownership under the statutory provisions for "works made for hire," then Contractor hereby assigns to the WSIB all right, title, and interest in: (a) the copyright to Contractor's work of authorship ("Work") and contribution to any such Work ("Contribution"); (b) any registrations and copyright applications, along with any renewals and extensions thereof, relating to the Contribution or the Work; (c) all works based upon, derived from, or incorporating the Contribution or the Work; (d) all income, royalties, damages, claims and payments now or hereafter due or payable with respect to the Contribution or the Work; (e) all causes of action, either in law or in equity, for past, present, or future infringement of copyright related to the Contribution or the Work, and all rights corresponding to any of the foregoing, throughout the world. In

addition, to the extent any applicable law or treaty prohibits the transfer or assignment of any moral rights or rights of restraint the Contractor has in the Contribution or the Work, the Contractor waives those rights as to the WSIB, its successors, licensees, and assigns.

- 4.6. **CONTRACTOR KEY STAFF CHANGES.** Except in the case of a leave of absence, sickness, death, termination of employment or unpaid or paid leave of absence, agreed upon Key Staff must not be changed during the term of this contract. Otherwise, any change in Key Staff must be agreed in writing between the parties. During the term of the Contract, the WSIB reserves the right to approve or disapprove of Contractor and Subcontractor Key Staff assigned to perform services as required by this contract, or to require the removal or reassignment of any Contractor or Subcontractor Key Staff found unacceptable by the WSIB, subject to the WSIB's compliance with applicable laws and regulations. Contractor must provide the WSIB with a resume of any member of its Key Staff or a Subcontractor's Key Staff assigned to or proposed for any aspect of performance under this Contract prior to commencing any Services.

In the event that proposed Contractor resources are unavailable to deliver the work, Contractor must staff the project with resources with equal or greater skills and capabilities, subject to approval from the WSIB.

The WSIB must be notified of any change in Contractor Key Staff as soon as practicable but in no event less than five (5) working days after removal of such staff from their duties in support of this Contract. Contractor must provide resumes and describe the roles and responsibilities of any replacement staff to the WSIB as soon as practicable but in no event less than five (5) working days prior to the date that such staff begin work under this Contract. The WSIB reserves the right, in its sole judgement, to approve or reject such replacement staff. The WSIB's approval of such staff will not be unreasonably withheld.

## 5. INVOICING & PAYMENT.

- 5.1. **CONTRACTOR INVOICE.** Contractor shall submit properly itemized invoices to the WSIB at [FinanceServices@sib.wa.gov](mailto:FinanceServices@sib.wa.gov). Such invoices shall itemize the following:
- a. Work Order No. 24-01;
  - b. Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative);
  - c. Contractor's Federal Tax Identification Number;
  - d. Description of Services and Deliverables provided;
  - e. Net invoice Price for each Service or Deliverables;
  - f. Applicable taxes;
  - g. Total invoice amount; and
  - h. Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein. The WSIB shall have no obligation to pay Contractor for any services that do not comply with this Contract.

- 5.2. **PAYMENT.** Payment is the sole responsibility of, and will be made by, the WSIB. Payment is due within thirty (30) days of invoice. If the WSIB fails to make timely payment(s), Contractor may invoice the WSIB in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.
- 5.3. **OVERPAYMENTS.** Contractor promptly shall refund to the WSIB the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to

Contractor; Provided, however, that the WSIB shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, the WSIB may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.

- 5.4. NO ADVANCE PAYMENT. No advance payments shall be made for any products or services furnished by Contractor pursuant to this Contract.
- 5.5. NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.
- 5.6. TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Contract. Failure to do so shall constitute breach of this Contract. Unless otherwise agreed, the WSIB shall pay applicable sales tax imposed by the State of Washington. Contractor, however, shall not make any charge for federal excise taxes and the WSIB agrees to furnish Contractor with an exemption certificate where appropriate.

**6. CONTRACT MANAGEMENT.**

- 6.1. Contract Administration & Notices. Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of contract administration for this Contract. The WSIB’s contract administrator shall provide contract administrative oversight. Contractor’s contract administrator shall be Contractor’s principal contact for invoice/billing activities under this Contract. The parties may change contract 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:

WASHINGTON STATE INVESTMENT BOARD	CONTRACTOR
Attn: [AGENCY]	Attn:
Phone:	Phone:
Email:	Email:

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.

- 6.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform the WSIB of the same) who shall be responsible for addressing the WSIB's issues pertaining to this Contract

- 6.3. **LEGAL NOTICES.** Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, 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:

[AGENCY]	CONTRACTOR
Attn: [AGENCY]	Attn:
Email:	Email:

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

**7. RECORDS RETENTION & AUDITS.**

- 7.1. **RECORDS RETENTION.** Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Contract or final payment, 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.
- 7.2. **AUDIT.** The WSIB reserves the right to audit, or have a designated third-party audit, applicable records to ensure that Contractor has properly invoiced the WSIB. Accordingly, Contractor shall permit the WSIB and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor’s books, documents, papers and records directly pertinent to this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Contract or final payment, 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.
- 7.3. **OVERPAYMENT OF PURCHASES.** Without limiting any other remedy available to the WSIB, Contractor shall reimburse the WSIB for any overpayments inconsistent with the terms of this Contract, at a rate of 125% of such overpayments, found as a result of the examination of the Contractor’s records.

**8. INSURANCE.**

- 8.1. **REQUIRED INSURANCE.** During the Term of this Contract, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in Exhibit C– Insurance Requirements.
- 8.2. **WORKERS COMPENSATION.** Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the WSIB may terminate this Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.

**9. CLAIMS.**

- 9.1. **ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES.** Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents in connection with Contractor's operations under this Contract. The WSIB has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any WSIB property resulting directly or indirectly from its acts or omissions under this Contract, even if not attributable to negligence by Contractor or its agents.

- 9.2. **THIRD-PARTY CLAIMS; INDEMNITY.** The Contractor shall defend, indemnify, and hold harmless the WSIB and its employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Contractor or its successors, agents, and subcontractors under this Contract, except claims caused solely by the WSIB's negligence. Contractor shall take all steps needed to keep the WSIB's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

## **10. DISPUTE RESOLUTION.**

- 10.1. The parties shall cooperate to resolve any dispute pertaining to this Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, 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 manager of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

## **11. SUSPENSION & TERMINATION; REMEDIES.**

- 11.1. **SUSPENSION & TERMINATION FOR DEFAULT.** The WSIB may suspend Contractor's operations under this Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to the WSIB's reasonable satisfaction; Provided, however, that, if after twenty (20) days from such a suspension notice, Contractor remains in default, the WSIB may terminate Contractor's rights under this Contract. All of Contractor's obligations to the WSIB survive termination of Contractor's rights under this Contract, until such obligations have been fulfilled.
- 11.2. **DEFAULT.** Each of the following events shall constitute default of this Contract by Contractor:
- a. Contractor fails to perform or comply with any of the terms or conditions of this Contract;
  - b. Contractor breaches any representation or warranty provided herein; or
  - c. Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.
- 11.3. **REMEDIES FOR DEFAULT.**
- a. The WSIB's rights to suspend and terminate Contractor's rights under this Contract are in addition to all other available remedies.
  - b. In the event of termination for default, the WSIB may exercise any remedy provided by law including, without limitation, the right to procure replacement services. In such event, Contractor shall be liable to the WSIB for damages as authorized by law including, but not limited to, any price difference between the Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement - e.g., the cost of the competitive procurement.
- 11.4. **LIMITATION ON DAMAGES.** Notwithstanding any provision to the contrary, the parties agree that in no event shall any party be liable to the other for exemplary or punitive damages.
- 11.5. **GOVERNMENTAL TERMINATION**
- a. Termination for Withdrawal of Funding or Authority. The WSIB may suspend or terminate this Contract if, during the term hereof, the WSIB's funding or procurement authority is withdrawn, reduced, or limited such that the WSIB, in its judgment, would lack authority to enter into this



Contract; Provided, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and Provided further, that such suspension or termination for withdrawal of authority shall not relieve the WSIB from payment for services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, the WSIB shall not have any obligation or liability to Contractor.

- b. Termination for Public Convenience. The WSIB, for public convenience, may terminate this Contract; Provided, however, that such termination for public convenience must, in the WSIB's judgment, be in the best interest of the State of Washington; and Provided further, that such termination for public convenience shall only be effective upon sixty (60) days prior written notice; and Provided further, that such termination for public convenience shall not relieve the WSIB from payment for services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, the WSIB shall not have any obligation or liability to Contractor.

- 11.6. TERMINATION PROCEDURE. Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination.

## 12. GENERAL PROVISIONS.

- 12.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Contract.
- 12.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law.
- 12.3. INTEGRATED AGREEMENT. This Contract 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.
- 12.4. AMENDMENT OR MODIFICATION. Except as set forth herein, this Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 12.5. AUTHORITY. Each party to this Contract, 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 Contract and that its execution, delivery, and performance of this Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 12.6. 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 Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 12.7. ASSIGNMENTS. Contractor may not assign its rights under this Contract without the WSIB's prior written consent and the WSIB may consider any attempted assignment without such consent to be void.
- 12.8. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 12.9. PUBLIC INFORMATION. This Contract and all related documents are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56.
- 12.10. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES. Contractor irrevocably assigns to the WSIB, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any services provided in Washington for the purpose of carrying out the Contractor's obligations under this Contract, including, at the WSIB's option, the right to control any such litigation on such claim for relief or cause of action.

- 12.11. **FORCE MAJEURE.** Except for payment of sums due, neither party shall be liable to the other or deemed in breach under this Contract if, and to the extent that, such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that causes a delay that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall likewise be provided. So far as consistent with the rights reserved below, the time of completion shall be extended by Contract amendment for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Contract. Notwithstanding any provision to the contrary, in the event that a Contractor-declared force majeure event lasts for more than thirty (30) days, the WSIB shall have the right to terminate the Contract and/or purchase the services set forth in this Contract; Provided, however, that in such event, Contractor shall not be liable to the WSIB for any price difference for such services.
- 12.12. **SEVERABILITY.** If any provision of this Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Contract, and to this end the provisions of this Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Contract.
- 12.13. **WAIVER.** Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Contract, nor shall any purported oral modification or rescission of this Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 12.14. **SURVIVAL.** All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Contract shall survive and remain in effect following the expiration or termination of this Contract, Provided, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 12.15. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.
- 12.16. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this Contract, 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.
- 12.17. **ATTORNEYS' FEES.** In the event of litigation or other action brought to enforce the terms of this Contract or alternative dispute process, each party agrees to bear its own attorneys' fees and costs.
- 12.18. **FAIR CONSTRUCTION & INTERPRETATION.** The provisions of this Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Contract. Each party hereto and its counsel has reviewed and revised this Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be

construed in the interpretation of this Contract. Each term and provision of this Contract to be performed by either party shall be construed to be both a covenant and a condition.

- 12.19. FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Contract.
- 12.20. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Contract in their entirety.
- 12.21. CAPTIONS & HEADINGS. The captions and headings in this Contract 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 Contract nor the meaning of any provisions hereof.
- 12.22. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.
- 12.23. COUNTERPARTS. This Contract 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 Contract 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 Contract.

**EXECUTED** as of the date and year first above written.

**WASHINGTON STATE INVESTMENT BOARD**

**[Insert Company Name]**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_



## **EXHIBIT A**

### **SCOPE OF WORK & PERFORMANCE REQUIREMENTS**

## **EXHIBIT B**

### **FEE SCHEDULE**

{Insert agreed upon fees from Work Order 24-01 Exhibit C – Fee Schedule}

## EXHIBIT C

### INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Contract, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
  - a. **PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) INSURANCE.** The Contractor shall maintain professional liability insurance from an insurance carrier with an A.M. Best Financial Strength Rating of "A" or higher, at a level sufficient to protect against legal liability arising out of Contract activity but no less than \$1,000,000 per occurrence and \$1,000,000 for a general aggregate limit. The Contractor's professional liability insurance shall not have exclusions for cross claims or counterclaims brought by additional insureds.
  - b. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.

The insurance coverage limits set forth herein are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING.** Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. The WSIB reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** Professional Liability Insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Prior to execution of the Contract, Contractor shall furnish to the WSIB, as evidence of the insurance coverage required by this Contract, a certificate of insurance satisfactory to the WSIB that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) days prior to coverage expiration, Contractor shall furnish to the WSIB an updated or renewed certificate of insurance, satisfactory to the WSIB, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, will result in contract cancellation. All policies and certificates of insurance shall include the Contract number stated on the cover of this Contract. All certificates of Insurance and any related insurance documents shall be delivered to the WSIB by email at [Contracts@sib.wa.gov](mailto:Contracts@sib.wa.gov).
5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.
6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.
7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.

- 8. NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Contractor to EWSHS. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Contract number stated on the cover of this Contract.
- 9. EXTENDED REPORTING PERIOD.** If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Contract.