

**SERVICE CONTRACT  
BETWEEN  
WASHINGTON STATE  
OFFICE OF THE SECRETARY OF STATE,  
CORPORATIONS AND CHARITIES DIVISION,  
AND**

[ \_\_\_\_\_ (NAME OF CONTRACTOR)]

This Service Contract (this "Contract") is made and entered into by and between the Washington, Office of the Secretary of State, P.O. Box 40234, Olympia, Washington 98504-0234 ("OSOS") and [ \_\_\_\_\_ (Name and address of Contractor)], ("Contractor") for the express purposes set forth in the following provisions of this Contract.

**1. PURPOSE**

The purpose of this Contract is to develop and implement a state-of-the-art Corporations and Charities system that will encourage online filing and provide transparency of public records maintained by the Division.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, OSOS and Contractor mutually agree as follows:

**2. STATEMENT OF WORK; GENERAL TERMS AND CONDITIONS**

The Contractor shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of work set forth in the Statement of Work (attached hereto and incorporated herein as Exhibit B).

The General Terms and Conditions (attached hereto and incorporated herein as Exhibit A) govern the work to be performed under this Contract, the nature of the relationship between OSOS and Contractor, and specific obligations of both parties.

**3. PERIOD OF PERFORMANCE**

The period of performance (the "Contract Term") under this Contract will be from November 1, 2015 or date of execution, whichever is later (the "Effective Date"), through June 30, 2016.

**4. COMPENSATION AND PAYMENT**

A. Amount of Compensation. OSOS shall pay an amount not to exceed \_\_\_\_\_ (\$ \_\_\_\_\_) for the performance of all things necessary for or incidental to the performance of work as set forth in the Statement of Work. Contractor's compensation for services rendered hereunder shall be based on the following rates or in accordance with the following terms:

B. Expenses. Contractor shall receive reimbursement for the expenses identified below or as authorized in advance by OSOS as reimbursable. The maximum amount to be paid to Contractor for authorized expenses shall not exceed \$ \_\_\_\_\_, which amount is included in this Contract total in Paragraph A, "Amount of Compensation." Such expenses may include: airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current Washington State travel reimbursement rates as set forth by the

Washington State Office of Financial Management. To receive reimbursement, Contractor must provide a detailed breakdown of authorized expenses, including original lodging receipts, identifying what was expended and when such expense was incurred. Any single expense in the amount of \$50.00 or more must be accompanied by a receipt in order to receive reimbursement.]

C. Billing Procedures. Contractor shall submit invoices to the OSOS Project Manager (as identified in Section 6 below) not more often than monthly. Invoices shall be submitted for expenses on the following annual schedule:

For expenses From October 1 through June 30	Submit by July 31
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Payment for approved and completed work will be made by warrant or account transfer by OSOS within 30 calendar days of a satisfactorily completed invoice. Satisfactorily completed is defined as having all the information required for processing by OSOS Financial Services. In addition to a Federal Tax ID number, the Contractor must provide OSOS a Statewide Vendor Number (SWV#). Payment cannot be made without these numbers on file. **The Contract number S-4988 and Statewide Vendor number must be referenced on each reimbursement claim in order for the claim to be processed.**

OSOS may, in its sole discretion, terminate this Contract or withhold payments claimed by Contractor for services rendered if Contractor fails to satisfactorily comply with any terms or conditions of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by OSOS.

Payment shall be sent to the address designated by Contractor.

OSOS will retain 20% of each satisfactorily accepted deliverable billable to be paid at the time of acceptance of the final project deliverable.

**5. CERTIFICATE OF DEBARMENT AND SUSPENSION**

Contractor shall complete, sign and submit the Certificate of Debarment and Suspension (attached and incorporated hereto as Exhibit C) to OSOS.

**6. CONTRACT MANAGEMENT**

The Project Manager for each of the parties identified below shall be the contact person for communications regarding the performance of this Contract. Invoices shall be sent to the OSOS Project Manager.

<b>Project Manager for Contractor is:</b>	<b>Project Manager for OSOS is:</b>
<p><b>Name</b></p> <p>Address                      City, State, Zip Code                      Phone: ( )      Fax: ( )                      E-mail address:</p>	<p><b>Name</b></p> <p>Address                      City, State, Zip Code                      Phone: ( )      Fax: ( )                      E-mail address: @sos.wa.gov</p>

<b>Billing Contact for OSOS is:</b>
<p><b>Bea Huynh-Tien</b></p> <p>State of Washington                      Office of the Secretary of State                      Financial Services, Operations Division                      P.O. Box 40224                      Olympia, WA 98504-0224                      Phone: (360) 704-5267                      E-mail address: <a href="mailto:bea.huynhtien@sos.wa.gov">bea.huynhtien@sos.wa.gov</a></p>

**7. INSURANCE**

Contractor shall provide a program of self insurance or the following insurance coverage as set out in this Section 7. The intent of the required insurance is to protect the state of Washington (“State”), its elected and appointed officials, agents and employees should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of Contractor or subcontractor, or agents of either, while performing under the terms of this Contract. By requiring insurance herein, State does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor’s liability under the indemnities and reimbursements granted to the State in this Contract.

Contractor shall, at all times during the term of the Contract at its own cost and expense buy and maintain insurance of the types and amounts listed below. OSOS shall be provided written notice before cancellation or non-renewal of any insurance referred to therein. Failure to buy and maintain the required insurance may result in the termination of the Contract at OSOS option.

**COMMERCIAL GENERAL LIABILITY (CGL) AND EMPLOYERS LIABILITY INSURANCE**

Contractor shall maintain general liability (CGL) insurance, and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the “each occurrence” limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the “each occurrence” limit.

CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of

another assumed in a business contract), and contain separation of insureds (cross liability) condition.

Contractor shall buy employers liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

#### **EMPLOYERS LIABILITY (STOP GAP) INSURANCE**

Contractor shall buy employers liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

#### **WORKERS COMPENSATION INSURANCE**

Contractor shall comply with all state of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Except as prohibited by law, Contractor waives all rights of subrogation against State for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial general liability or commercial umbrella liability insurance.

**If Contractor or subcontractor fails to comply with all state of Washington workers' compensation** statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Contractor shall indemnify State. Indemnity shall include all fines, payment of benefits to Contractor or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to State by Contractor pursuant to the indemnity agreement may be deducted from any payments owed by State to Contractor for performance of this Contract.

#### **BUSINESS AUTO POLICY (BAP)**

In the event that services delivered pursuant to this Contract involve the use of vehicles, either owned or unowned by Contractor, automobile liability insurance shall be required. The minimum limit for automobile liability is:

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident using a Combined Single Limit for bodily injury and property damage. Such insurance shall cover liability arising out of "Any Auto." Contractor waives all rights of subrogation against State for recovery of damages to the extent they are covered.

Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01.

Contractor waives all rights against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

## **SOFTWARE ERRORS AND OMISSIONS LIABILITY INSURANCE**

Software errors and omissions liability covering damages arising out of negligent acts, errors, or omissions committed by the Contractor or the Contractor's employees in the performance of this Contract, with a limit of liability of not less than \$2,000,000 each claim.

Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the Office of the Secretary of State, State of Washington, its agents and employees as additional insureds on all general liability, umbrella, excess, and property insurance policies. All policies shall be primary to any other valid and collectable insurance. The Contractor shall instruct its insurers to give the Purchaser 30 days advance notice of any insurance cancellation.

The Contractor shall submit to OSOS, within 7 days of the Contract's Effective Date, a certificate of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in the Contract, or a complete description of the self insurance program and a financial statement showing the status of the self insurance fund.

## **9. ORDER OF PRECEDENCE**

Each of the exhibits listed below is by this reference hereby incorporated into this Contract. In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- i. Applicable Federal and Washington State statutes, rules, and regulations  
Special Terms and Conditions as contained in this Contract
- ii. Exhibit A – General Terms and Conditions
- iii. Exhibit B – Statement of Work
- iv. Exhibit C – Certificate of Debarment and Suspension
- v. Exhibit D – Contractor's response to the solicitation
- vi. Exhibit E – RFP 16-01
- vii. Any other provision, term, or material incorporated by reference or otherwise incorporated

## **10. ENTIRE AGREEMENT**

This Contract including referenced exhibits represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed a part hereof.

## **11. SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

**12. APPROVAL; AMENDMENTS**

This Contract shall be subject to the written approval of OSOS's authorized representative and shall not be binding until so approved. This Contract may be altered, amended, or waived only by written amendment executed by both parties.

THIS CONTRACT is executed by the persons signing below who warrant that they have the authority to execute this Contract.

[ \_\_\_\_\_(CONTRACTOR NAME)]

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Authorized Signatory                                      Date  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Mark Neary                                                                                      Date  
Assistant Secretary of State

APPROVED AS TO FORM  
Attorney General's Office

