

**Exhibit B  
OSOS RFP No. 13-05  
Sample Services Contract**

**THE STATE OF WASHINGTON  
OFFICE OF THE SECRETARY OF STATE  
SERVICE CONTRACT**

This Contract is made and entered into by and between the Office of the Secretary of State, P.O. Box 42460, Olympia, Washington 98504-2460 ("AGENCY") and (Name and address of CONTRACTOR) ("CONTRACTOR") for the express purpose set forth below:

**PURPOSE**

WHEREAS, the purpose of this Contract is:

To develop and provide a mobile application for public and academic libraries in Washington,

NOW, THEREFORE, in consideration of the terms and conditions contained herein or attached thereto, the AGENCY and CONTRACTOR mutually agree as follows:

**STATEMENT OF WORK**

The CONTRACTOR will provide services, staff, and otherwise do all things necessary for or incidental to the performance or work set forth below:

[ Drawn from RFP and proposal ]

This Contract contains the General Terms and Conditions governing the work performed under this Contract, the nature of the relationship between the AGENCY and the CONTRACTOR, and specific obligations between the parties.

**IDENTIFYING INFORMATION AND NOTICES**

For audit and tax purposes, the following is the CONTRACTOR's identifying information:

Federal Employer ID Number \_\_\_\_\_.

Washington State Uniform Business Identifier Number \_\_\_\_\_.

Any notices required under this Contract shall be sent to the following persons at the addresses shown below, unless written notice modifying this information is received from either party:

**AGENCY:** Office of the Secretary of State  
Attn: Will Stuiivenga  
P.O. Box 42460  
Olympia, WA 98504-2460  
Phone: 360.704.5217  
Fax: 360.586.7575  
E-mail: [will.stuiivenga@sos.wa.gov](mailto:will.stuiivenga@sos.wa.gov)

**CONTRACTOR:** (Name)  
(Address)  
(Phone)

**PERIOD OF PERFORMANCE**

The period of performance under this Contract will be from the date of execution through December 31, 2014.

**COMPENSATION and PAYMENT**

**A. Amount of Compensation**

The AGENCY shall pay an amount not to exceed \$\_\_\_\_\_ for the performance of all things necessary for or incidental to the performance of work set forth in the Statement of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

**BILLING PROCEDURES**

**Time and Method of Payment:**

The AGENCY will pay CONTRACTOR upon receipt of properly completed invoices, which shall be submitted to the Project Manager not more than once a month. The invoices shall describe and document to the AGENCY'S satisfaction a description of the work performed, the progress of the project, and fees. If expenses are invoiced, provide a detailed breakdown of each type of expense. Any single expense in the amount of \$50.00 or more must be accompanied by a receipt in order to receive reimbursement.

Payment shall be considered timely if made by the AGENCY within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CONTRACTOR.

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

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

**CONTRACT MANAGEMENT**

The Project Manager for each of the parties shall be the contact person for communications regarding the performance of this Contract. Billings shall be sent to the Agency Billing Contact.

<b>Project Manager for the CONTRACTOR is:</b>	<b>Project Manager for the AGENCY is:</b>
<b>Contractor Name</b> Address City, State, Zip Code Phone: ( ) Fax: ( ) E-mail address:	<b>Will Stuivenga</b> P.O. Box 42460 Olympia, WA 98504-2460 Phone: 360.704.5217 Fax: 360.586.7575 E-mail address: <a href="mailto:will.stuivenga@sos.wa.gov">will.stuivenga@sos.wa.gov</a>

<b>Billing Contact for the AGENCY is:</b>
<b>Bea Huynh-Tien</b> Office of the Secretary of State Financial Services P.O. Box 40224 Olympia, WA 98504-0224 Phone: (360) 236-5062 Fax: (360) 236-5044 E-mail address: <a href="mailto:bea.huynhtien@sos.wa.gov">bea.huynhtien@sos.wa.gov</a>

## INSURANCE

The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the Contractor or subcontractor, or agents of either, while performing under the terms of this contract.

The Contractor shall provide insurance coverage which shall be maintained in full force and effect during the term of this Contract, as follows:

1. Automobile Liability. In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the Contractor, automobile liability insurance shall be required. The minimum limit for automobile liability is:  
\$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage
2. The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies. All policies shall be primary to any other valid and collectable insurance. Contractor shall instruct the insurers to give Agency 30 days advance notice of any insurance cancellation.

Contractor shall submit to Agency within 15 days of the contract effective date, a certificate of insurance which outlines the coverage and limits defined in the *Insurance* section. Contractor shall submit renewal certificates as appropriate during the term of the contract.

The Contractor is to furnish the Agency with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Contractor shall, at its own expense, obtain and keep in force insurance coverage which shall be maintained in full force and effect during the term of the contract. The Contractor shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to the Agency within fifteen (15) days of the contract effective date.

### Liability Insurance

3. **Commercial General 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 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 from CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover 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.

Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

4. **Business Auto Policy:** As applicable, the Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.

### Employers Liability ("Stop Gap") Insurance

In addition, the 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.

#### Additional Provisions

Above insurance policy shall include the following provisions:

4. **Additional Insured.** The state of Washington, Office of the Secretary of State, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.
5. **Cancellation.** State of Washington, [agency name], shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
6. **Identification.** Policy must reference the State's contract number and the agency name.
5. **Insurance Carrier Rating.** All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by [Agency Name] Risk Manager, or the Risk Manager for the state of Washington, before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with chapter 48.15 RCW and 284-15 WAC.
6. **Excess Coverage.** By requiring insurance herein, the 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.

#### Worker's Compensation Coverage

The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The State will not be held responsive in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

#### TRAFFICKING IN PERSONS

To implement the requirement in paragraph (g) of section 106 of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104 (g)), (Refer to 2 CFR Part 175), under which funding is provided to a private entity, requires Agency to terminate the Contract without penalty if the Contractor (a) Engages in severe forms of trafficking in persons during the period of time the award is in effect; (b) Procures a commercial sex act during the period of time that the award is in effect; or (c) Uses forced labor in the performance of the award. Refer to Addendum B incorporated by reference and included herein.

Any and all contracting tiers created out of this Agreement shall contain Addendum B.

#### ASSURANCES

The Agency and the Contractor agree that this contract shall be subject to and governed by the federal Library Services and Technology Act (LSTA) and its accompanying regulations (45 CFR Part 1183), and all applicable federal, state, and local laws, rules and regulations, including: Federal principles regarding allowable costs (45 CFR section 1183.23). The federal awarding agency's license in works developed or acquired with federal support (45 CFR section 1183.34).

Compliance with the following federal laws, and their implementing regulations and executive orders. Specifically this includes laws, rules and regulations such as:

**45 Code of Federal Regulations (CFR) Part 1183**, Uniform Administrative Requirements for Grants and Cooperative Agreements;

**Office of Management and Budget (OMB) Circular A-21 Revised**, Cost Principles for Educational Institutions;

**Office of Management and Budget (OMB) Circular A-87 Revised**, Cost Principles for State, Local and Indian Tribal Governments;

**Office of Management and Budget (OMB) Circular A-122**, Cost Principles for Non-Profit Organizations; and

**Office of Management and Budget (OMB) Circular A-133 Revised**, Audits of States, Local Governments, and Non-Profit Organizations.

#### **GOVERNING LAW**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington. The venue of any action brought hereunder shall be in the Superior Court for Thurston County.

#### **ORDER OF PRECEDENCE**

The Addenda listed below are incorporated herein by reference. In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and state of Washington statutes and regulations
- Sections of the body of this Contract
- Addendum A – General Terms and Conditions
- Addendum B - Trafficking
- Addendum C: CONTRACTOR'S Proposal
- Addendum D: AGENCY'S Request for Proposal
- Any other provision, term, or material incorporated herein by reference

#### **CONFORMANCE**

If any provision of this Contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

#### **ENTIRE AGREEMENT**

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

#### **APPROVAL**



## GENERAL TERMS AND CONDITIONS

**DEFINITIONS:** As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "AGENCY" shall mean the Office of the Secretary of State, Washington State Library Division, of the state of Washington, any division, section, office, unit, or other entity of the Agency, or any of the officers or other officials lawfully representing that Agency.
- B. "AGENT" shall mean the Director, of the Office of the Interagency Committee, and/or the delegate authorized in writing to act on the Director's behalf.
- C. "CONTRACTOR" shall mean that firm, provider, organization, individual, or other entity performing service(s) under this Contract, and shall include all employees of the CONTRACTOR.
- D. "SUBCONTRACTOR" shall mean one not in the employment of the CONTRACTOR, who is performing all or part of those services under this Contract under a separate contract with the CONTRACTOR. The terms "Subcontractor" and "Subcontractors" means Subcontractor(s) in any tier.

**ACCESS TO EQUIPMENT:** CONTRACTOR, its agents, delegates, representatives, or employees shall have reasonable access to the equipment on the AGENCY'S premises or where necessary to provide the specified services at no charge to the CONTRACTOR.

**ADVANCE PAYMENTS PROHIBITED:** No payments in advance or in anticipation of goods or services provided under this Contract shall be made by the AGENCY.

**AMENDMENTS:** This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35:** The CONTRACTOR must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**ASSIGNMENT:** The work to be provided under this Contract and any claim arising herein is not assignable or delegable by either party in whole or in part without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

**ASSURANCES:** AGENCY and the CONTRACTOR agree that all activity pursuant to this Contract will be in accordance with all applicable current federal, state, and local laws, rules, and regulations.

**ATTORNEYS' FEES AND COSTS:** In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorneys fees and costs.

**COMPLIANCE WITH CIVIL RIGHTS LAWS:** The CONTRACTOR agrees to comply with Title VII of the Civil Rights Act to the end that no person shall, on the grounds of age, race, creed, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in relation to services provided under this Contract.

**CONFIDENTIALITY / SAFEGUARDING OF INFORMATION:** The CONTRACTOR shall not use or disclose any information concerning the AGENCY or information, which may be classified as confidential, for any purpose not directly connected with the administration of this Contract, except with prior written consent of the AGENCY or as may be required by law.

**CONFLICT OF INTEREST:** Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY by written notice to the CONTRACTOR, in its sole discretion, may terminate this Contract if it is found after due notice and examination by the Agent that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW or any similar statute involving the CONTRACTOR in the procurement of or services under this Contract.

In the event this Contract is terminated, the AGENCY shall be entitled to pursue the same remedies against the CONTRACTOR as it would pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of the AGENCY provided for in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Agent makes any determination under this provision shall be an issue and may be reviewed as provided in the "Disputes" provision of this Contract.

**COPYRIGHT PROVISIONS:** Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the AGENCY. The AGENCY shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, CONTRACTOR hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the AGENCY effective from the moment of creation of such Materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under this Contract, but that incorporate pre-existing materials not produced under this Contract, CONTRACTOR hereby grants to the AGENCY a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The CONTRACTOR warrants and represents that CONTRACTOR has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the AGENCY.

The CONTRACTOR shall exert all reasonable effort to advise the AGENCY, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this Contract. The AGENCY shall receive prompt written notice of each notice or claim of copyright infringement received by the CONTRACTOR with respect to any data delivered under this Contract. The AGENCY shall have the right to modify or remove any restrictive markings placed upon the data by the CONTRACTOR.

**COVENANT AGAINST CONTINGENT FEES:** The CONTRACTOR warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bonafide employees or bonafide established agents maintained by the CONTRACTOR for securing business. The AGENCY shall have the right, in the event of breach of this provision by the CONTRACTOR, to terminate this Contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage, or contingent fee.

**DISPUTES:** Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved, either party may request a dispute hearing with Agent. Disputes shall be resolved as quickly as possible.

1. The request for a dispute hearing must:
  - be in writing.
  - state the disputed issue(s).
  - state the relative positions of the parties.
  - state the CONTRACTOR'S name, address, and contract number.
  - The respondent shall send an answer to the requester's statement to the Secretary of State or his designee and requester within fifteen (15) business days.
2. The Secretary of State or his designee shall review the written statements and reply in writing to the parties within ten (10) business days. The Secretary of State or his designee may extend this period if necessary by notifying the parties.
3. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

AGENCY and CONTRACTOR agree that, notwithstanding the existence of a dispute, they will continue immediately to carry out all their respective responsibilities under this Contract that are not affected by the dispute. Both parties agree to exercise good faith in the dispute resolution and to settle disputes prior to using the dispute resolution panel whenever possible.

**INDEMNIFICATION:** The CONTRACTOR shall indemnify, defend, and hold harmless the AGENCY and all officials, agents and employees of the AGENCY from and against all claims for injuries or death arising out of or resulting from the performance of this Contract. The CONTRACTOR'S obligation to indemnify, defend, and hold harmless includes any claim by CONTRACTOR'S agents, employees, representatives, any subcontractor, or its employees.

The CONTRACTOR agrees to indemnify, defend, and hold harmless the AGENCY for any claim arising out of or incident to CONTRACTOR'S or any subcontractor's performance or failure to perform the Contract. The CONTRACTOR'S obligation to indemnify, defend, and hold harmless the AGENCY shall not be eliminated or reduced by any actual or alleged concurrent negligence of the AGENCY or its officials, agents, or employees.

The CONTRACTOR waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the AGENCY and its officials, agents, or employees

**INDEPENDENT CAPACITY OF THE CONTRACTOR:** The parties intend that an independent CONTRACTOR relationship will be created by this Contract. The CONTRACTOR and his or her employees or agents performing under this Contract are not employees or agents of the AGENCY. The CONTRACTOR will not hold himself or herself out as or claim to be an officer or employee of the AGENCY or of the state of Washington, nor will the CONTRACTOR make any claim of right, privilege, or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the CONTRACTOR.

**INSURANCE COVERAGE (INDUSTRIAL):** The CONTRACTOR shall comply with the provisions of Title 51 RCW, Industrial Insurance. Prior to performing work under this Contract, the CONTRACTOR shall provide or purchase industrial insurance coverage for the CONTRACTOR'S employees, as may be required of an "employer" defined in Title 51 RCW, and shall maintain full compliance with Title 51RCW during the course of this Contract. If the CONTRACTOR fails to provide industrial insurance coverage or fails to pay premiums, the law may require penalties on behalf of its employees, and the AGENCY may collect from the CONTRACTOR the full amount payable to the Industrial Insurance accident fund. The AGENCY may deduct the amount owed by the CONTRACTOR to the accident fund from the amount payable to the CONTRACTOR by the AGENCY under this Contract and transmit the deducted amount to the Department of Labor and

Industries (L&I), Division of Insurance Services. This provision does not waive any of the L&I's rights to collect from the CONTRACTOR.

Industrial insurance coverage through L&I is optional for sole proprietors, partners, corporate officers and others, per RCW 51.12.020.

**INSURANCE COVERAGE (VEHICLE)**: The CONTRACTOR shall provide insurance coverage set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages, or expenses arising from any negligent or intentional act or omission of the CONTRACTOR or subcontractor, or agents of either, while performing under the terms of this Contract.

The CONTRACTOR shall provide insurance coverage, which shall be maintained in full force and effect during the term of this Contract as follows:

1. **Automobile Liability**. In the event that services delivered pursuant to this Contract involve the use of vehicles, either owned or unowned by the CONTRACTOR, automobile liability insurance shall be required.
2. The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington.

At AGENCY'S request, CONTRACTOR shall submit to AGENCY within fifteen (15) calendar days of the Contract's effective date, a certificate of insurance, which outlines the coverage and limits defined in the *Insurance* section. CONTRACTOR shall submit renewal certificates as appropriate during the term of the Contract.

**LICENSING, ACCREDITATION AND REGISTRATION**: The CONTRACTOR shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this Contract.

**LIMITATION OF AUTHORITY**: Only the Agent or Agent's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any provision or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any provision or condition of this Contract is not effective or binding unless made in writing and signed by the Agent.

**NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**: In the event of the CONTRACTOR'S noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this Contract may be rescinded, canceled, or terminated in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts with the AGENCY. The CONTRACTOR shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

**NONDISCRIMINATION**: During the performance of this Contract, the CONTRACTOR shall comply with all federal and state nondiscrimination laws, regulations, and policies.

**PRIVACY**: Personal information collected, used, or acquired in connection with this Contract shall be used solely for the purposes of this Contract. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell, or otherwise make known to unauthorized persons personal information without the express written consent of the AGENCY or as provided by law.

CONTRACTOR agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to personal information.

The AGENCY reserves the right to monitor, audit, or investigate the use of personal information collected, used, or acquired by the CONTRACTOR through this Contract. The monitoring, auditing or investigating may include but is not limited to "salting" by the AGENCY. CONTRACTOR shall

certify return or destruction of all personal information upon expiration of this Contract. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the Contract and the demand for return of all personal information. The CONTRACTOR agrees to indemnify and hold harmless the AGENCY for any damages related to the CONTRACTOR'S unauthorized use of personal information.

For purposes of this provision, personal information includes, but is not limited to, information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

**PUBLICITY:** The CONTRACTOR agrees to submit to the AGENCY all advertising and publicity matters relating to this Contract where the AGENCY'S name is mentioned or language used from which the connection of the AGENCY'S name may, in the AGENCY'S judgment, be inferred or implied. The CONTRACTOR agrees not to publish or use such advertising and publicity matters without the prior written consent of the AGENCY.

**RECORDS MAINTENANCE:** The CONTRACTOR shall maintain complete financial records relating to this Contract and the services rendered including all books, records, documents, magnetic media, receipts, invoices and other evidence relating to this Contract and performance of the services described herein, including but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. CONTRACTOR shall retain such records for a period of six years following the date of final payment. At no additional cost, these records including materials generated under the Contract shall be subject at all reasonable times to inspection, review, or audit by the AGENCY, the Office of the State Auditor, and federal and state officials so authorized by law, rule, regulation, or agreement.

If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**REGISTRATION WITH DEPARTMENT OF REVENUE:** The CONTRACTOR shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.

**RIGHT OF INSPECTION:** The CONTRACTOR shall provide right of access to its facilities to the AGENCY, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

**SAVINGS:** In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, the AGENCY may terminate the Contract under the "Termination for Convenience" provision, without the ten day notice requirement, subject to renegotiation at the AGENCY'S discretion under those new funding limitations and conditions.

**SEVERABILITY:** The provisions of this Contract are intended to be severable, if any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

**SITE SECURITY:** While on AGENCY premises, CONTRACTOR, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security regulations.

**SMALL, MINORITY, WOMEN'S BUSIENSS ENTERPRISES AND LABOR SURPLUS AREA FIRMS:** The CONTRACTOR shall provide to qualified small, minority, women's business

enterprises and labor surplus area firms equal opportunity to participate in subcontracts related to the performance of this Contract.

**SUBCONTRACTING:** Neither the CONTRACTOR nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written approval of the AGENCY. The CONTRACTOR is responsible for ensuring that all terms, conditions, assurances, and certifications set forth in this Contract are carried forward to any subcontract. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell, or otherwise make known to unauthorized person personal information without the express written consent of the AGENCY or as provided by law.

**TAXES:** All payments accrued because of payroll taxes, unemployment contributions, any other taxes, insurance, or other expenses for the CONTRACTOR or its staff shall be the sole responsibility of the CONTRACTOR.

**TERMINATION:**

**Termination for Convenience**

Either party may terminate this Contract upon a thirty (30) calendar day written notice to the other party. If this Contract is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Contract prior to the effective date of termination.

**Termination for Cause**

If for any cause, either party does not fulfill its obligation in a timely and proper manner under this Contract or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) business days. If failure or violation is not corrected, this Contract may be terminated immediately by written notice of the aggrieved party to the other.

**Termination Procedure**

Upon termination of this Contract, the AGENCY, in addition to any other rights provided in this Contract, may require the CONTRACTOR to deliver to the AGENCY any property specifically produced, furnished, or acquired for the performance of such part of this Contract that has been terminated.

The AGENCY shall pay to the CONTRACTOR the agreed upon price, if separately stated, for completed work and service(s) accepted by the AGENCY and the amount agreed upon by the CONTRACTOR and the AGENCY for completed work and service(s) for which no separate price is stated, partially completed work and service(s), other property or services, which are accepted by the AGENCY, and the protection and preservation of property, unless the termination is for default, in which case, the AGENCY shall determine the extent of the liability of the AGENCY. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" provision of this Contract. The AGENCY may withhold from the CONTRACTOR any amounts due as AGENCY determines to be necessary to protect the AGENCY against potential loss or liability.

The rights and remedies of the AGENCY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

After receipt of a notice of termination and except as otherwise directed by the AGENCY, the CONTRACTOR shall:

- Stop work under the Contract on the date and to the extent specified in the notice.
- Place no further orders or subcontracts for materials, services, or facilities except which may be necessary for completion of such portion of the work under the Contract that is not terminated.

- Assign to the AGENCY in the manner, at the times, and to the extent directed by the AGENCY, all of the rights, title, and interest of the CONTRACTOR under the orders and subcontracts so terminated, in which case the AGENCY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts with the approval or ratification of the Secretary of State to the extent the Secretary of State may require, which approval or ratification shall be final for all the purposes of this provision.
- Transfer title to the AGENCY and deliver in the manner, at the times, and to the extent directed by the Secretary of State any property, which, if the Contract had been completed, would have been required to be furnished to the Contract.
- Complete performance of such part of the work as shall not have been terminated by the Secretary of State.
- Take such action that may be necessary, or as the Secretary of State may direct, for the protection and preservation of the property related to the Contract which is in the possession of the CONTRACTOR and in which the AGENCY has or may acquire an interest.

**TREATMENT OF ASSETS:**

- A. Title to all property furnished by the AGENCY shall remain in the AGENCY. Title to all property furnished by the CONTRACTOR, for the cost of which the CONTRACTOR is entitled to be reimbursed, as a direct item of cost under this Contract, shall pass to and vests in the AGENCY upon delivery of such property by the CONTRACTOR. Title to other property, the cost of which is reimbursable to the CONTRACTOR under this Contract shall pass to and vest in the AGENCY upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by the AGENCY in whole or in part, whichever first occurs.
- B. Any property of the AGENCY furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by the AGENCY, be used only for the performance of this Contract.
- C. The CONTRACTOR shall be responsible for any loss or damage to property of the AGENCY, which results from the negligence of the CONTRACTOR or which results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.
- D. If any AGENCY property is lost, destroyed, or damaged, the CONTRACTOR shall immediately notify the AGENCY and shall take all reasonable steps to protect the property from further damage.
- E. The CONTRACTOR shall surrender to the AGENCY all property of the AGENCY prior to settlement upon completion, termination, or cancellation of this Contract.
- F. All reference to the CONTRACTOR under this provision shall also include CONTRACTOR'S employees, agents, or Subcontractors.

**USE OF AGENCY PROPERTY:** Any property of the AGENCY furnished to the CONTRACTOR shall, unless otherwise provided herein, or approved by the Project Manager, be used only for the performance of this Contract. The CONTRACTOR shall be responsible for loss or damage to property of the AGENCY during the period it has been entrusted to the CONTRACTOR or its employees. The CONTRACTOR shall return such property to the AGENCY in like condition to that in which it was furnished to the CONTRACTOR prior completion or termination of this Contract.

**WAIVER:** Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by the AGENCY.

## EXHIBIT B

### OSOS RFP No. 13-05 Sample Services Contract

#### TRAFFICKING IN PERSONS

##### **a. Provisions applicable to a recipient that is a private entity.**

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
  - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - ii. Procure a commercial sex act during the period of time that the award is in effect; or
  - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
  - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
  - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
    - A. Associated with performance under this award; or
    - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376.

##### **b. Provision applicable to a recipient other than a private entity.**

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
  - i. Associated with performance under this award; or
  - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2CFR part 376.

**c. Provisions applicable to any recipient.**

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

**d. Definitions.** For purposes of this award term:

1. "Employee" means either:
  - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
  - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
  - B. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).