

Contract Number Kxxxx  
By and between  
Washington State  
Gambling Commission  
And  
[contractor name]

This contract is made and entered into by and between the State of Washington acting by and through the Washington State Gambling Commission, a Washington state governmental agency, hereinafter referred to as "GMB", and the below named firm, hereinafter referred to as "CONTRACTOR."

[contractor name]  
[address]  
[City, State ZIP]  
Federal TIN: xx-xxxxxxx

### **Recitals**

- A. Pursuant to legislative direction codified in RCW 39.26.070, GMB is authorized to solicit and award contracts for goods and/or services for use by GMB.
- B. GMB issued Solicitation # [xxxxx] dated [month, day year], for the purpose of obtaining a contractor for [reason for contract] in accordance with its authority under RCW 39.26.
- C. GMB evaluated all responses to the Competitive Solicitation and identified CONTRACTOR as the apparent successful bidder.
- D. GMB has determined that entering into this contract will meet the identified needs and be in the best interest of the State of Washington.

### **Definitions**

As used throughout this contract, the following terms shall have the meaning set forth below:

- A. "AGENCY" see GMB.
- B. "AGENT" shall mean the GMB Director, 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. "KEY STAFF" shall mean the staff named in Section 12. Compensation, that have successfully completed background checks by GMB.
- E. "GMB" shall mean the Washington State Gambling Commission, any division, section, office, unit, or other entity of the Washington State Gambling Commission, or any of the officers or other officials lawfully representing that Washington State Gambling Commission.
- F. "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.

## 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 period of performance under this contract will be from [month day, year], or last date of execution, whichever is later, through [month day, year].

GMB reserves the right to extend the contract, subject to mutual agreement, for up to one (x) additional [number]-year period/s.

### 2. Scope – Included goods and/or services and price

#### 2.1. Contract Scope

Pursuant to this contract, CONTRACTOR is authorized to provide only those services set forth in Exhibit C, Scope of work.

1. Services. For purposes of this contract, “Services” means all services of any nature ordered by GMB pursuant to this contract.

#### 2.2. State’s ability to modify scope of contract

Subject to mutual agreement between the parties, GMB reserves the right to modify the services included in this contract; provided, however, that any such modification shall be effective only upon ten (10) days advance written notice; and Provided further, that any such modification must be within the scope of the competitive solicitation for this contract.

#### 2.3. Price ceiling

Although CONTRACTOR may offer lower prices to GMB during the term of this contract, CONTRACTOR guarantees to provide the Goods and/or Services at no greater than the prices set forth in Exhibit E, Cost submittals.

### 3. Data classification, sharing, and security

CONTRACTOR acknowledges that some of the material and information that may come into its possession or knowledge in connection with this contract or its performance may consist of Public Information, Sensitive Information, Confidential Information, and/or Confidential Information Requiring Special Handling as defined at the end of this section.

CONTRACTOR agrees to protect all material and information, other than Public Information, obtained under this contract as Confidential Information, unless notified by the AGENCY in writing to treat the material or information with lessened or heightened protections.

**Notification:** Some information [received under this contract may be confidential information requiring special handling].

CONTRACTOR will not make use of material and information for any purpose other than the performance of this contract. CONTRACTOR will release information obtained under this contract, other than Public Information, only to authorized employees, agents, or subcontractors, requiring such information for the purposes of carrying out this contract, and only after such persons have passed a GMB background check and signed the nondisclosure agreement provided to the CONTRACTOR by GMB.

CONTRACTOR will not release, divulge, publish, transfer, sell, disclose, or otherwise make the material and information known to any other party, person or entity except as provided in this contract.

CONTRACTOR agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access, use, disclosure, modification or loss to material and

information collected, used, or acquired in connection with this contract. All Confidential Information, and information treated as Confidential Information, stored by the CONTRACTOR will be encrypted using industry standard algorithms or cryptographic modules validated by the National Institute of Standards and Technology (NIST).

Confidential Information transmitted by the CONTRACTOR to the AGENCY or to any employee, agent, or subcontractor under this agreement must be made using a method that ensures:

1. All manipulations or transmissions of data during the exchange are secure.
2. If intercepted during transmission the data cannot be deciphered.
3. When necessary, confirmation is received when the intended recipient receives the data.
4. Encryption methods use industry standard algorithms, or cryptographic modules validated by the National Institute of Standards and Technology (NIST).

CONTRACTOR's records are subject to inspection, review, or audit in accordance with the Records maintenance Section 13, Records retention and audits. Any breach of this provision may result in termination of the contract.

AGENCY reserves the right to monitor, audit, or investigate the use of material or information collected, used, or acquired by CONTRACTOR through this contract.

Immediately upon expiration or termination of this contract, CONTRACTOR must return all material and information to AGENCY, destroy the individual identifiers associated with the records or record information, and notify this agency to this effect in writing and take whatever other steps AGENCY requires of CONTRACTOR to protect AGENCY's material and information.

Prior to disclosure of any information received under this contract, CONTRACTOR must collect completed Notice of Nondisclosure forms for each employee, agent, or subcontractor that will have access to material and information for this contract. CONTRACTOR must ensure that Notice of Nondisclosure forms are available for inspection upon AGENCY request.

For purposes of this section, Public Information, Sensitive Information, Confidential Information, and Confidential Information Requiring Special Handling are defined as follows:

*Public Information:* information that can be or currently is released to the public. It does not need protection from unauthorized disclosure but does need integrity and availability protection controls.

*Sensitive Information:* information that may not be specifically protected from disclosure by law but is for official use only. Sensitive information is generally not released to the public unless specifically requested.

*Confidential Information:* information that is specifically protected from disclosure by law. Confidential Information includes personal information about individuals, such as financial account information, regardless of how that information is obtained; information concerning employee personnel records; information regarding IT infrastructure and security of computer and telecommunications systems.

*Confidential Information Requiring Special Handling:* information that is specifically protected from disclosure by law and for which especially strict

handling requirements are dictated, such as by statutes, regulations, or agreements; or serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

#### **4. Network access**

During its performance of this contract, CONTRACTOR may be granted access to GMB's computer and telecommunication networks ("Networks"). As a condition of Network use, CONTRACTOR shall: (a) use the Networks in compliance with all applicable laws, rules, and regulations; (b) use software, protocols, and procedures as directed by GMB to access and use the Networks; (c) only access Network locations made available to CONTRACTOR by GMB; (d) not interfere with or disrupt other users of the Networks; (e) assure the transmissions over the Networks by CONTRACTOR (i) do not contain any libelous, defamatory, profane, offensive, obscene, pornographic, or unlawful material, and (ii) are not used to perform any illegal activities, including but not limited to, encouraging, selling, or soliciting illegal drugs, gambling, pornography, prostitution, robbery, spreading computer worms or viruses, hacking into computer systems, or trafficking credit card codes; and (f) upon termination or expiration of this contract, relinquish all IP addresses or address blocks assigned to them on the Networks. Additionally, CONTRACTOR shall comply with GMB's IT policies.

#### **5. 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 GMB, in writing, of such breach.

##### **5.1. Qualified to do business**

CONTRACTOR represents and warrants that CONTRACTOR is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State.

##### **5.2. Taxes**

CONTRACTOR represents and warrants that CONTRACTOR is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.

##### **5.3. Licenses; certifications; authorizations; and approvals**

CONTRACTOR represents and warrants that CONTRACTOR possesses and shall keep current during the term of this contract all required licenses, certifications, permits, authorizations, and approvals necessary for CONTRACTOR proper performance of this contract.

##### **5.4. Suspension and debarment**

CONTRACTOR represents and warrants as previously certified in CONTRACTOR's Bidder's Certification, that neither CONTRACTOR nor its principals or affiliates presently are not and have never been 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.

##### **5.5. Wage violations**

CONTRACTOR represents and warrants that during the term of this contract and the three (3) year period immediately preceding the award of the contract, CONTRACTOR has not been determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction, to

be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.

- 5.6. Civil rights  
CONTRACTOR represents and warrants that CONTRACTOR complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 5.7. Executive Order 18-03 – Workers’ Rights [if applicable]  
CONTRACTOR represents and warrants, as previously certified in CONTRACTOR’s statewide contract, that CONTRACTOR does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. CONTRACTOR further represents and warrants that, during the term of this contract, CONTRACTOR shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- 5.8. 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.
- 5.9. 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.
- 5.10. Public contracts and procurement fraud  
CONTRACTOR represents and warrants that, within the three (3) year period prior to this contract, neither CONTRACTOR nor its principals or affiliates: (a) have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract under a public contract; (b) have been in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offense enumerated in subsection (b) of this provision; or (d) had one or more public contracts (federal, state or local) terminated for cause or default.
- 5.11. Procurement ethics and prohibition on gifts  
CONTRACTOR represents and warrants that CONTRACTOR 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.
- 5.12. Washington’s statewide payee desk  
CONTRACTOR represents and warrants that CONTRACTOR is registered with Washington’s statewide payee desk, which registration is a condition of payment.

- 5.13. Advertising and endorsement  
CONTRACTOR understands and acknowledges that neither GMB nor the State of Washington are endorsing CONTRACTOR's goods and/or services or suggesting that such goods and/or services are the best or only solution to their needs. Accordingly, CONTRACTOR further represents and warrants that CONTRACTOR shall make no reference to GMB or the State of Washington in any promotional material without the prior written consent of GMB, which shall not be unreasonably withheld.
- 5.14. Contingent fees  
CONTRACTOR represents and 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, excepting bona fide employees or bona fide established agents as defined in the Federal Acquisition Regulations.
- 5.15. Financially solvent  
CONTRACTOR represents and warrants that CONTRACTOR has not commenced bankruptcy proceedings and that there are no judgment, liens, or encumbrances of any kind affecting title to any Goods and/or Services that are the subject of this contract.
- 5.16. Operational capability  
CONTRACTOR represents and warrants, as previously certified in CONTRACTOR's Bidder's Certification, that CONTRACTOR has the operational and financial capability to perform the contract.
- 5.17. Contract transition  
Contractor represents and warrants that, in the event this Contract or a similar contract, is transitioned to another contractor (e.g., Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services (including the Purchasers hereunder) for a period of sixty (60) calendar days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington and such Purchasers; Provided, however, that, if costs are incurred, Contractor shall be compensated for such costs consistent with the terms and conditions pertaining to this Contract for the sixty (60) day period immediately before such transition.

## **6. Nondiscrimination**

- 6.1. Nondiscrimination requirement  
During the term of this contract, CONTRACTOR, including any SUBCONTRACTORS, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, CONTRACTOR, including any SUBCONTRACTORS, shall give written notice of this nondiscrimination requirement to any labor organizations with which CONTRACTOR, or SUBCONTRACTORS, has a collective bargaining or other agreement.
- 6.2. Obligation to cooperate  
CONTRACTOR, including any SUBCONTRACTORS, shall cooperate and comply with any Washington state agency investigation regarding any allegation that CONTRACTOR, including any SUBCONTRACTORS, has engaged in discrimination prohibited by this contract pursuant to RCW 49.60.530(3).
- 6.3. Default  
Notwithstanding any provision to the contrary, GMB may suspend CONTRACTOR, including any SUBCONTRACTORS, upon notice of a failure to participate and

cooperate with any state agency investigation into alleged discrimination prohibited by this contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until GMB receives notification that CONTRACTOR, including any SUBCONTRACTORS, is cooperating with the investigating state agency. In the event CONTRACTOR, or SUBCONTRACTORS, is determined to have engaged in discrimination identified at RCW 49.60.530(3), GMB may terminate this contract in whole or in part, and CONTRACTOR, SUBCONTRACTORS, or both, may be referred for debarment as provided in RCW 39.26.200. CONTRACTOR or SUBCONTRACTORS may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

6.4. Remedies for breach

Notwithstanding any provision to the contrary, in the event of contract termination or suspension for engaging in discrimination, CONTRACTOR, SUBCONTRACTORS, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. GMB shall have the right to deduct from any monies due to CONTRACTOR or SUBCONTRACTORS, or that thereafter become due, an amount for damages CONTRACTOR or SUBCONTRACTORS will owe GMB for default under this provision.

**7. Quality; warranty; remedies**

7.1. Services warranty

CONTRACTOR warrants that: (a) services will be performed in a timely, efficient, professional, and workmanlike manner; (b) all CONTRACTOR personnel assigned to perform services will have the necessary skill and training; and (c) services will be performed in a manner consistent with the standard of care in the industry (“Services Warranty”). The Services Warranty will survive for a period of twelve (12) months after the date when Services are completed (“Services Warranty Period”).

7.2. Services remedy

If services do not comply with the services warranty or are in any manner found to be nonconforming during the Services Warranty Period, CONTRACTOR promptly shall remedy the non-conformance, or at GMB’s election, CONTRACTOR shall re-perform or correct the nonconforming services at no additional cost to GMB or refund the amounts paid for the services.

7.3. Failure to remedy

If CONTRACTOR does not remedy a defect or nonconformity within ten (10) calendar days after receipt of written notice from GMB, or if an emergency exists rendering it impossible or impractical for GMB to have CONTRACTOR provide a remedy, GMB may, without prejudice to any other rights or remedies available to it, make or cause to be made required modifications, adjustments, or repairs, or may replace Goods, Services, IT Goods, or IT Services, in which case CONTRACTOR shall reimburse GMB for its actual costs or, at GMB’s option, GMB will offset the costs incurred from amounts owing to CONTRACTOR.

**8. Safety; security**

CONTRACTOR’s failure to comply with any of the requirements in this Section shall be cause for termination.

- 8.1. Accident and injury reporting  
If CONTRACTOR, its agents, employees, or subcontractors are present at GMB's premises, CONTRACTOR promptly will report in writing all injuries, accidents, property damage, near-miss incidents, or any claims regarding damages or injury involving CONTRACTOR, its agents, employees, or subcontractors occurring at such premises. CONTRACTOR agrees to cooperate and assist in any GMB investigation of incidents.
- 8.2. On site requirements  
While on GMB's premises, CONTRACTOR, its agents, employees, and SUBCONTRACTORS shall comply, in all respects, with GMB's physical, fire, access, safety, and other security requirements and not interfere with GMB's operations. CONTRACTOR represents and warrants that CONTRACTOR, its agents, employees, and SUBCONTRACTORS who access GMB's premises will be adequately trained and at all times comply with GMB's requirements.
- 8.3. GMB policies  
CONTRACTOR, its agents, employees, and SUBCONTRACTORS shall comply with applicable GMB policies, as identified by GMB, whether working on-site or remotely. Applicable GMB policies and an acknowledgement form will be provided for CONTRACTOR review and acknowledgment; completed forms must be provided to GMB prior to work commencing on this contract.
- 8.4. IT security policies  
CONTRACTOR, its agents, employees, or SUBCONTRACTORS shall comply with all Washington State IT security policies and standards which will be made available to CONTRACTOR upon full execution of contract.

## **9. Subcontractors**

- 9.1. CONTRACTOR responsibility  
Notwithstanding any provision to the contrary, in the event CONTRACTOR elects to utilize subcontractors to perform this contract, CONTRACTOR shall: (a) incorporate CONTRACTOR's responsibilities under this contract into its subcontracts; (b) be fully responsible for the performance of any such subcontractors (regardless of tier) and ensure that subcontractors comply with each and every CONTRACTOR obligation set forth in this contract; (c) be the sole point of contact for GMB regarding all contractual matters; and (d) defend, indemnify, and hold GMB harmless in case of negligence, other tortious fault, or intentional misconduct by any such subcontractors (regardless of tier).
- 9.2. Reporting  
Notwithstanding any provision to the contrary, in the event CONTRACTOR elects to utilize subcontractors to perform this contract, this contract shall be subject to compliance tracking using the State's business diversity management system, Access Equity. Access Equity is web-based and can be accessed at the Office of Minority and Women's Business Enterprises (OMWBE) at <https://omwbe.diversitycompliance.com>. CONTRACTOR and all SUBCONTRACTORS shall report and confirm receipt of payments made to the CONTRACTOR and each subcontractor through Access Equity. CONTRACTOR may contact OMWBE customer service at [TechnicalAssistance@omwbe.wa.gov](mailto:TechnicalAssistance@omwbe.wa.gov) for technical assistance in using the Access Equity system. User guides and documentation related to CONTRACTOR and subcontractor access to and use of Access Equity are available online at <https://omwbe.wa.gov/access-equity-help-center>.  
GMB reserves the right to withhold payments from CONTRACTOR for non-compliance with this section. For purposes of this section, SUBCONTRACTOR

means any SUBCONTRACTORS working on the contract, at any tier and regardless of status as certified WMBE or non-WMBE.

CONTRACTOR shall:

1. Register and enter all required SUBCONTRACTOR information into Access Equity no later than fifteen (15) calendar days after GMB creates the contract Record in Access Equity;
2. Complete the required user training (two (2) one-hour online sessions) no later than twenty (20) days after GMB creates the contract Record;
3. Report the amount and date of all payments (i) received from GMB, and (ii) paid to SUBCONTRACTORS, no later than ten (10) business days after issuance of each payment made by GMB to CONTRACTOR, unless otherwise specified in writing by GMB, except that the CONTRACTOR shall mark as "Final" and report the final subcontractor payments into Access Equity no later than thirty (30) days after the final payment is due to the SUBCONTRACTOR(S) under the contract, with all payment information entered no later than forty-five (45) days after end of fiscal year;
4. Monitor contract payments and respond promptly to any requests or instructions from GMB or system-generated messages to check or provide information in Access Equity;
5. Coordinate with SUBCONTRACTORS, or GMB when necessary, to resolve promptly any discrepancies between reported and received payments;
6. Require each SUBCONTRACTOR to:
  - a. register in Access Equity and complete the required user training;
  - b. verify the amount and date of receipt of each payment from the CONTRACTOR or a higher tier SUBCONTRACTOR, if applicable, through Access Equity;
  - c. report payments made to any lower tier SUBCONTRACTORS, if any, in the same manner as specified herein;
  - d. respond promptly to any requests or instructions from CONTRACTOR or system-generated messages to check or provide information in Access Equity; and
  - e. coordinate with CONTRACTOR, or GMB when necessary, to resolve promptly any discrepancies between reported and received payments.

9.3. SUBCONTRACTOR representations and certifications

Any CONTRACTOR representations or certifications set forth in this contract shall apply to SUBCONTRACTORS (at any tier) and CONTRACTOR shall not utilize any SUBCONTRACTORS (at any tier) who cannot provide such representations or certifications, excepting the certification to be registered with Washington's Statewide Payee Desk, unless GMB will pay such SUBCONTRACTOR directly.

## 10. Delivery of services

### 10.1. Delivery requirements

GMB shall designate a contract manager upon full execution of this contract, to which deliverables should be sent. CONTRACTOR must ensure the services are delivered or provided as required by this contract, including the requirements set forth in Exhibit C, Scope of work, or as otherwise mutually agreed in writing between GMB and CONTRACTOR.

- 10.2. Receipt and review of services and deliverables  
Services purchased under this contract are subject to GMB's reasonable review and approval. GMB reserves the right to reject and refuse acceptance of services and/or deliverables that are not in accordance with this contract.

If there are any discrepancies, errors, or omissions in the deliverables, GMB contract manager will notify CONTRACTOR within ten (10) business days of receipt of deliverable. Notification not sent by GMB within ten (10) business days constitutes acceptance of the deliverable.

## 11. Performance of services

- 11.1. Ownership of deliverables

Notwithstanding any provision to the contrary, the parties understand and agree that GMB shall own all rights to any plans, reports, or other deliverables provided to GMB 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 State of Washington is not able to obtain copyright ownership under the statutory provisions for "works made for hire," then CONTRACTOR hereby assigns to State of Washington all right, title, and interest in: (a) the copyright to CONTRACTOR 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 State of Washington, its successors, licensees, and assigns.

- 11.2. 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 unless agreed in writing between the parties. During the term of the contract, GMB 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 GMB, subject to GMB's compliance with applicable laws and regulations. CONTRACTOR must provide GMB 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 and KEY STAFF must pass GMB background screening 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 GMB.

GMB must be notified of any change in CONTRACTOR KEY STAFF as soon as practicable but in no event more than three (3) 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 GMB as soon as practicable. Under no circumstances may replacement staff begin work on this contract until a background check has been completed and GMB has notified the CONTRACTOR contract manager of the results. GMB reserves the right, in its sole judgement, to approve or reject such replacement staff. GMB's approval of such staff will not be unreasonably withheld.

## 12. Compensation

Total compensation payable to CONTRACTOR for satisfactory performance of the work under this contract must not exceed [amount] (\$x,xxx.00) dollars. CONTRACTOR's compensation for services rendered must be based on the following rates and in accordance with the following terms:

- [describe payment terms and conditions, including if additional expenses are allowed]

## 13. Invoicing and payment

### 13.1. CONTRACTOR invoice

CONTRACTOR shall submit properly itemized invoices to GMB's designated invoicing contact for services delivered under this contract. Such invoices shall itemize at least the following:

- Contract No. xxxxx;
- CONTRACTOR name, mailing address, telephone number, and email address for billing issues (i.e., CONTRACTOR Customer Service Representative);
- CONTRACTOR's Federal Tax Identification Number;
- Date(s) of delivery of services;
- Description of Services and Deliverables provided;
- Hours worked by [person];
- Applicable taxes;
- Total invoice amount; and
- Payment terms, including any available prompt payment discounts.

**Emails invoices are preferred; send to [contracting@wsgc.wa.gov](mailto:contracting@wsgc.wa.gov).**

Mailed invoices should be sent to the address listed in 14.1, Contract administration and notices.

13.2. 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. GMB shall have no obligation to pay CONTRACTOR for any services that do not comply with this contract.

### 13.3. Payment

Payment is the sole responsibility of, and will be made by, GMB. Payment is due within thirty (30) days of properly completed invoice. If GMB fails to make timely payment(s), CONTRACTOR may invoice GMB in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1.

Payment, or in the case of Electronic Funds Transfer, notice of payment, will be sent to the address designated by the CONTRACTOR in association with the CONTRACTOR's information on file with the statewide payee desk. It is the responsibility of the CONTRACTOR to ensure their statewide payee information is accurate. Payment will not be considered late if a check or warrant is mailed within the time specified.

- 13.4. Overpayments  
 CONTRACTOR promptly shall refund to GMB the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) calendar days of written notice to CONTRACTOR; Provided, however, that GMB shall have the right to elect to have either direct payments or written credit memos issued. If CONTRACTOR fails to make timely refunds of overpayment(s) (either directly or by such credit memo), CONTRACTOR shall pay GMB interest at a rate of one percent (1%) per month on the amount overdue thirty (30) calendar days after notice to CONTRACTOR.
- 13.5. Advance payment prohibited  
 Except as authorized by law, CONTRACTOR shall not request or receive advance payment for any services furnished by CONTRACTOR pursuant to this contract.
- 13.6. 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, insurance, or payment processing.
- 13.7. Taxes/fees  
 CONTRACTOR shall promptly 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, GMB shall pay applicable sales tax imposed by the State of Washington on purchased goods and/or services. CONTRACTOR's invoices shall separately state (a) taxable and non-taxable charges and (b) sales/use tax due by jurisdiction. In regard to federal excise taxes, CONTRACTOR shall include federal excise taxes only if, after thirty (30) calendar days written notice to GMB, GMB has not provided CONTRACTOR with a valid exemption certificate from such federal excise taxes.

**14. Contract administration**

- 14.1. Contract administration and 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. GMB'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:

Kriscinda Hansen	Name
Gambling Commission	[Contractor]
PO Box 42400	address
Olympia, WA 98504-2400	City, State ZIP
360-486-3490	000-000-0000
<a href="mailto:Contracting@wsgc.wa.gov">Contracting@wsgc.wa.gov</a>	Email address

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.

From time to time, GMB or CONTRACTOR contacts may change. Any change to the CONTRACTOR or GMB representative listed above must be provided to the other party by email notification. The party in receipt of the change notice will confirm receipt of the notice by email notification to the party initiating the change.

14.2. CONTRACTOR customer service representative  
CONTRACTOR shall designate a customer service representative (and inform GMB of the same) who shall be responsible for addressing GMB's issues pertaining to this contract.

14.3. 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:

Gambling Commission	Name
Attn: Contracting	[Contractor]
PO Box 42400	address
Olympia, WA 98504-2400	City, State ZIP
360-486-3490	000-000-0000
<a href="mailto:Contracting@wsgc.wa.gov">Contracting@wsgc.wa.gov</a>	Email address

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.

From time to time, GMB or CONTRACTOR contacts may change. Any change to the CONTRACTOR or GMB representative listed above must be provided to the other party by email notification. The party in receipt of the change notice will confirm receipt of the notice by email notification to the party initiating the change.

## 15. Records retention and audits

15.1. 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 contract performance and administration of purchases, payments, taxes, 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.

15.2. Access to data  
Upon request and reasonable and sufficient notice, CONTRACTOR shall provide access to data generated under this contract to GMB, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the CONTRACTOR's reports, including computer models and methodology for those models.

15.3. Audit  
GMB reserves the right to audit, or have a designated third-party audit, applicable records to ensure that CONTRACTOR has properly invoiced GMB. Accordingly, CONTRACTOR shall permit GMB 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.

## **16. Insurance**

### **16.1. Required insurance**

CONTRACTOR, at its expense, shall maintain in full force and effect the insurance coverages set forth in Exhibit B – Insurance Requirements. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for Goods and/or Services and no additional payment shall be made to CONTRACTOR.

### **16.2. 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, GMB 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. If CONTRACTOR performs services on GMB's behalf in the State of Washington, and only to the extent of claims against CONTRACTOR by GMB under the Indemnity obligations in this contract, CONTRACTOR expressly waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. CONTRACTOR's indemnification obligation will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts. The parties expressly acknowledge and certify that the waiver of immunity under Title 51 RCW was mutually negotiated and agreed upon.

## **17. Claims**

### **17.1. 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. GMB has made no representations regarding any factor affecting CONTRACTOR's risks. CONTRACTOR shall pay for all damage to any GMB's property resulting directly or indirectly from CONTRACTOR's acts or omissions under this contract, even if not attributable to negligence by CONTRACTOR or its agents.

### **17.2. Third-party claims; general indemnity**

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold GMB and its employees and agents harmless 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 out of CONTRACTOR's or its successors', agents', and subcontractors' negligence, other tortious fault, or intentional misconduct under this contract, ; Provided, however, that no right to indemnity will exist as to that portion of a Claim resulting from the sole negligence, tortious fault, or intentional misconduct of GMB. The parties

agree that if there are any limitations of CONTRACTOR's liability, including a limitation of liability clause for anyone for whom the CONTRACTOR is responsible, such limitations of liability shall not apply to injuries to persons, including death, or to damages to property. CONTRACTOR shall take all steps needed to keep GMB'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.

17.3. Intellectual property indemnity

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold GMB and their employees and agents harmless from against any and all Claims resulting from allegations of infringement of any patents, copyrights, trade secret, or similar intellectual property rights covering the Goods and/or Services provided, or the use of the Goods and/or Services under this contract. If GMB's use of Goods and/or Services provided by CONTRACTOR is enjoined based on an intellectual property infringement Claim, CONTRACTOR shall, at its own expense, either procure for GMB the right to continue using the Goods and/or Services or, after consulting with GMB and obtaining GMB's consent, replace or modify the Goods and/or Services with substantially similar and functionally equivalent non-infringing Goods and/or Services.

**18. Dispute resolution**

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.

**19. Suspension; expiration; termination; remedies**

19.1. Termination

This contract may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in this contract; and (c) as otherwise expressly provided for in this contract. This contract shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate this contract as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach will not affect rights or obligations accrued or owed before the effective date of the termination notice.

19.2. Termination for reduction of funds or changes in law

GMB may suspend or terminate this contract, at the sole discretion of GMB or, as applicable, if GMB reasonably determines that: (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this contract; or (b) that a change in available funds affects GMB's ability to pay CONTRACTOR. A change of available funds as used in this section includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the

Governor. If a written notice is delivered under this provision, GMB will reimburse CONTRACTOR for services properly performed until the effective date of said notice. Except as stated in this provision, in the event of termination for reduction of funds or changes in law, GMB will have no obligation or liability to CONTRACTOR.

19.3. Termination for convenience

GMB, for convenience, may terminate this contract; provided, however, that such termination for convenience must, in GMB's judgment, be in the best interest of the State of Washington; and provided further, that such termination for convenience shall only be effective upon thirty (30) days prior written notice; and provided further, that such termination for public convenience shall not relieve GMB from payment for services already provided as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, GMB shall not have any obligation or liability to CONTRACTOR.

19.4. Expiration – GMB's obligations

Upon expiration of this contract, GMB shall accept and take delivery of all outstanding and not yet fulfilled deliverables and pay CONTRACTOR the price as set out in the contract.

19.5. Expiration or termination – CONTRACTOR's obligations

Upon expiration or termination of this contract, CONTRACTOR shall: (a) continue to fulfill its warranty obligations with respect to any services sold hereunder and all provisions of the contract that, by their nature, would continue beyond the expiration, termination, or cancellation of the contract shall so continue and survive; and (b) promptly return to GMB all keys, badges, equipment, and other materials supplied by GMB pursuant to this contract.

19.6. Default

Any of the following events shall constitute cause for GMB to declare CONTRACTOR in default of this contract:

- 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.

19.7. Suspension and termination for default

GMB 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 [AGENCY'S] reasonable satisfaction; Provided, however, that, if after twenty (20) days from such a suspension notice, CONTRACTOR remains in default, GMB may terminate CONTRACTOR's rights under this contract. All of CONTRACTOR's obligations to GMB survive termination of CONTRACTOR's rights under this contract, until such obligations have been fulfilled.

19.8. Remedies for default

- a. GMB'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, GMB may exercise any remedy provided by law including, without limitation, the right to procure replacement goods and/or services. In such event, CONTRACTOR shall be liable to GMB 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.

19.9. 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; Provided, however, that nothing contained in this Section will in any way exclude or limit: (a) a party's liability for all damages arising out of that party's intentional acts or omissions; (b) the operation of any services warranty provided in this contract; or (c) damages subject to the Intellectual Property Indemnity section of this contract. Any limitation of either party's obligations under this contract, by delivery slips or other documentation is void.

19.10. Suspension/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. Accordingly, CONTRACTOR shall deliver to GMB all deliverables that are complete (or with approval from GMB, substantially complete) and GMB shall inspect, accept, and pay for the same in accordance with this contract. Unless directed by GMB to the contrary, CONTRACTOR shall not complete any work after notice of suspension or termination inconsistent therewith.

**20. Public information and public records disclosure requests**

20.1. Washington's public records act

Unless statutorily exempt from public disclosure, this contract and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56.

20.2. CONTRACTOR obligation

CONTRACTOR shall identify and mark the precise portion(s) of the relevant page(s) of any records provided to GMB that CONTRACTOR believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure. In addition, if, in CONTRACTOR's judgment, certain portions of such records are not statutorily exempt from disclosure but are sensitive because particular portions of CONTRACTOR's records (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that CONTRACTOR protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, CONTRACTOR shall identify and mark the precise portion(s) of the relevant page(s) of any records that include such sensitive information.

20.3. GMB obligation

In the event that GMB receives a public records disclosure request pertaining to records that CONTRACTOR has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive GMB, prior to disclosure, will do the following: [AGENCY'S] Public Records Officer will review any records marked by CONTRACTOR as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, GMB will redact or withhold the record(s) as appropriate. For records marked 'sensitive' or for records where GMB determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, GMB will notify CONTRACTOR, at the address provided in the contract, of the public records disclosure request and identify the date that GMB intends to release the record(s) (including records marked 'sensitive' or

exempt from disclosure) to the requester unless CONTRACTOR, at CONTRACTOR's sole expense, timely obtains a court order enjoining GMB from such disclosure. In the event CONTRACTOR fails to timely file a motion for a court order enjoining such disclosure, GMB will release the requested record(s) on the date specified. CONTRACTOR's failure properly to identify exempted or sensitive information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by CONTRACTOR of any claim that such records are exempt or protected from public disclosure.

## **21. General provisions**

- 21.1. Time is of the essence  
Time is of the essence for each and every provision of this contract.
- 21.2. Compliance with law  
CONTRACTOR shall comply with all applicable law. CONTRACTOR shall obtain all necessary permits and approvals and give all stipulations, certifications, and representations that may be required for it to perform this contract.
- 21.3. Entire 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.
- 21.4. 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.
- 21.5. 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.
- 21.6. 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.
- 21.7. Independent contractor  
The parties intend that an independent CONTRACTOR relationship is created by this contract. CONTRACTOR and its employees or agents performing under this contract are not employees or agents of GMB. CONTRACTOR shall not have authorization, express or implied, to bind GMB to any agreement, liability, or understanding, except as expressly set forth herein. CONTRACTOR and its employees and agents are not entitled to unemployment insurance or worker's compensation benefits through GMB or the State of Washington and GMB and the State of Washington will not pay for or otherwise provide such coverage for CONTRACTOR and its employees and agents.
- 21.8. Assignments  
CONTRACTOR may not assign its rights under this contract without GMB's prior written consent and GMB may consider any attempted assignment without such consent to be void; provided, however, that, if CONTRACTOR provides written notice to GMB within thirty (30) days and GMB background checks are successfully

completed, CONTRACTOR may assign its rights under this contract in full to any parent, subsidiary, or affiliate of CONTRACTOR that controls or is controlled by or under common control with CONTRACTOR, is merged or consolidated with CONTRACTOR, or purchases a CONTRACTOR or controlling interest in the ownership or assets of CONTRACTOR. Unless otherwise agreed, CONTRACTOR guarantees prompt performance of all obligations under this contract notwithstanding any prior assignment of its rights.

21.9. Binding effect; successors and assigns

This contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

21.10. Assignment of antitrust rights regarding purchased services

CONTRACTOR irrevocably assigns to GMB, on behalf of the State of Washington, any claim for relief or cause of action which 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 goods and/or services provided in Washington for the purpose of carrying out the CONTRACTOR's obligations under this contract, including, at GMB's option, the right to control any such litigation on such claim for relief or cause of action.

21.11. 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, GMB shall have the right to terminate the contract and/or purchase the goods and/or services set forth in this contract; Provided, however, that in such event, CONTRACTOR shall not be liable to GMB for any price difference for such goods and/or services.

21.12. Federal funds

To the extent that GMB uses federal funds to purchase goods and/or services pursuant to this contract, GMB shall specify any applicable requirement or certification that must be satisfied by CONTRACTOR as a condition of payment and CONTRACTOR shall adhere to such applicable federal requirements and/or certifications.

21.13. 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.

21.14. 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.

21.15. 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.

21.16. 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 any choice of law principles that would provide for the application of the laws of another jurisdiction.

21.17. Jurisdiction and 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.

21.18. 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.

21.19. Fair construction and 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.

21.20. 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.

21.21. Exhibits

All exhibits referred to herein are deemed to be incorporated in this contract in their entirety.

21.22. Captions and 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.

21.23. 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.

**22. Order of precedence**

In the event of an inconsistency in this contract, the inconsistency must be resolved by giving precedence in the following order:

1. Applicable federal and state of Washington statutes and regulations;
2. Special terms and conditions as contained in this basic contract instrument;
3. Exhibit A – Scope of Work; and
4. Any other provision, term or material incorporated herein by reference or otherwise incorporated.

**Approval**

This contract is subject to the written approval of the GMB’s authorized representative and must not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

THIS contract, consisting of [number] (x) pages and [number] (x) attachments, is executed by the persons signing below, who warrant they have the authority to execute the contract.

**[Contractor]**

**Washington State Gambling Commission**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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Date

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Date