



Washington State Department of
Enterprise Services

MASTER CONTRACT

No. 01015

PROCESS SERVER SERVICE

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

BROOKS INVESTIGATIONS LLC

Dated July 1, 2017

MASTER CONTRACT
No. 01015
PROCESS SERVER SERVICE

This Master Contract ("Master Contract") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Brooks Investigations, LLC, a Washington Limited Liability Company ("Contractor") and is dated as of July 1, 2017.

RECITALS

- A.** Pursuant to Legislative direction codified in RCW chapter 39.26, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and/or services for general use by Washington state agencies and certain other entities (eligible purchasers).
- B.** On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Invitation for Bid No. 01015 dated April 6, 2017 regarding Process Server Service.
- C.** Enterprise Services evaluated all responses to the Invitation for Bid and identified Contractor as an apparent successful bidder.
- D.** Enterprise Services has determined that entering into this Master Contract will meet the identified needs and be in the best interest of the State of Washington.
- E.** The purpose of this Master Contract is to enable eligible purchasers to purchase the services as set forth herein.

AGREEMENT

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

- 1. TERM.** The term of this Master Contract is seventy two (72) months, commencing July 1, 2017 and ending June 30, 2023.
- 2. ELIGIBLE PURCHASERS.** This Master Contract may be utilized by any of the following types of entities ("Purchaser"):
 - 2.1. WASHINGTON STATE AGENCIES.** This Master Contract may be utilized by:
 - Washington state agencies, departments, offices, divisions, boards, and commission; and

- Any the following institutions of higher education: state universities, regional universities, state college, community colleges, and technical colleges.

2.2. **MCUA PARTIES.** This Master Contract also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement with Enterprise Services:

- Political subdivisions (e.g., counties, cities, school districts, public utility districts);
- Federal governmental agencies or entities;
- Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
- Federally-recognized Indian Tribes located in the State of Washington.

3. SCOPE – INCLUDED GOODS/SERVICES AND PRICE.

3.1. **CONTRACT SCOPE.** Pursuant to this Master Contract, Contractor is authorized to provide only those services set forth in *Exhibit A – Included Services* for the prices set forth in *Exhibit B – Prices*. Contractor shall not represent to any Purchaser under this Master Contract that Contractor has contractual authority to provide any goods and/or services beyond those set forth in *Exhibit A – Included Services*.

3.2. **STATE’S ABILITY TO MODIFY SCOPE OF MASTER CONTRACT.** Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the services included in this Master Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this Master Contract.

3.3. **ECONOMIC ADJUSTMENT.** Twenty Four (24) months after the effective date of this Master Contract, and again Forty Eight (48) months after the effective date of this Master Contract, the prices set forth in Exhibit B shall be adjusted, based upon the percent changes (whether up or down) in the United States Department of Labor, Bureau of Labor and Statistics (BLS) indices described below for the prior two (2) year periods if agreed upon by both parties. Documentation must be based on published indices such as the U.S. Department of Labor’s Consumer Price Index. The grant of any price adjustment will be at the sole discretion of DES. Economic adjustment will lag one (1) calendar quarter past the Contract commencement date to allow for publication of BLS data. For the first adjustment, all calculations for the index shall be based upon the latest versions of data published as of July 1, 2019, and for prices that are adjusted, effective date should be August 1, 2019. For the second adjustment, all calculations for the index shall be based upon the latest versions of data published as of July 1, 2021, and for prices that are adjusted, effective date should be August 1, 2021. If an index is recoded, that is the replacement is a direct substitute according to the BLS, this Contract will instead use the recode. If an index becomes unavailable, Enterprise Services shall

unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used. The economic adjustment shall be calculated as follows:

$$\text{New Price} = \text{Old Price} \times (\text{Prior Period Indexes} / \text{Base PCU492}).$$

3.4. **PRICE CEILING.** Although Contractor may offer lower prices to Purchasers, during the term of this Master Contract, Contractor guarantees to provide the Services at no greater than the prices set forth in Exhibit B – Prices for Services (subject to economic adjustment as set forth herein).

3.5. **MASTER CONTRACT INFORMATION.** Enterprise Services shall maintain and provide information regarding this Master Contract, including scope and pricing, to eligible Purchasers.

3.6. **STAFFING**

- Contractor represents and warrants that no principal or employee that is a party to an active support enforcement case will be used to serve process on their personal child support enforcement case.
- Contractor's and their employees/agents performing under this contract are not employees/agents of the State of Washington.
- Awarded Contractors shall not hold themselves out as nor claim to be officers or employees of DSHS nor the State of Washington because of this contract, nor will they make any claim of right, privilege or benefit which would accrue to civil service employees under RCW Chapter 41.06.
- A criminal background check may be required if requested by the Purchaser for employees used in the performance of serving process, and shall be at the Contractor's expense.
- In-State: All process servers and support staff providing the services as described herein on behalf of the Bidder will meet all State of Washington qualifications, registrations, certifications and any other training as required by law.
- Out of State: All process servers and support staff providing the services as described herein on behalf of the Bidder will meet all qualifications, registrations, certifications and any other training as required by law within the respective state(s) in which they perform the service of process.

4. **CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Master Contract and at the time any order is placed pursuant to this Master Contract. If, at the time of any such order, Contractor

cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

- 4.1. **QUALIFIED TO DO BUSINESS.** Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
- 4.2. **SUSPENSION & DEBARMENT.** Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
- 4.3. **QUALITY OF GOODS OR SERVICES.** Contractor represents and warrants that any services provided pursuant to this Master Contract shall conform to this Master Contract and Purchaser's Purchase Order and shall be provided and delivered in full compliance with applicable law. Upon breach of warranty, Contractor will replace (at no charge to Purchaser) any services whose nonconformance is discovered and made known to the Contractor. If, in Purchaser's judgment, replacement is inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 4.4. **PROCUREMENT ETHICS & PROHIBITION ON GIFTS.** Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasers' employees.
- 4.5. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS).** Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Master Contract, Contractor shall maintain an accurate profile in WEBS.
- 4.6. **STATEWIDE PAYEE DESK.** Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.
- 4.7. **MASTER CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT.** Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Master Contract with eligible Purchasers and to ensure that those entities that utilize this Master Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers 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 represents and warrants that it shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.

- 4.8. **MASTER CONTRACT TRANSITION.** Contractor represents and warrants that, in the event this Master Contract or a similar contract, is transitioned to another contractor (e.g., Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.

5. USING THE MASTER CONTRACT – PURCHASES.

- 5.1. **ORDERING REQUIREMENTS.** Eligible Purchasers shall order services from this Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but, at a minimum, including the use of a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchaser Order"). All order documents must reference the Master Contract number.
- 5.2. **SERVICE REQUIREMENTS.** Contractor must ensure that its provision of services will be made as required by this Master Contract, the Purchase Order used by Purchasers, or as otherwise mutually agreed in writing between the Purchaser and Contractor.
- 5.3. **ON SITE REQUIREMENTS.** While on Purchaser's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, or other security requirements.

6. INVOICING & PAYMENT.

- 6.1. **CONTRACTOR INVOICE.** Contractor shall submit to Purchaser's designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:
- (a) Master Contract No. 01015
 - (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative)
 - (c) Contractor's Federal Tax Identification Number
 - (d) Date(s) of performance
 - (e) Invoice amount; and
 - (f) Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Master Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

- 6.2. **PAYMENT.** Payment is the sole responsibility of, and will be made by, the Purchaser. Payment is due within thirty (30) days of invoice. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.
- 6.3. **OVERPAYMENTS.** Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Purchaser may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.
- 6.4. **NO ADVANCE PAYMENT.** No advance payments shall be made for any products or services furnished by Contractor pursuant to this Master Contract.
- 6.5. **NO ADDITIONAL CHARGES.** Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.
- 6.6. **TAXES/FEES.** Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Contract. Failure to do so shall constitute breach of this Master Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased goods and/or services. Contractor, however, shall not make any charge for federal excise taxes and Purchaser agrees to furnish Contractor with an exemption certificate where appropriate.

7. CONTRACT MANAGEMENT.

- 7.1. **CONTRACT ADMINISTRATION & NOTICES.** Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Master Contract. Enterprise Services' contract administrator shall provide Master Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Master Contract. The parties may change contractor 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:

Enterprise Services
Attn: Clayton Long

Brooks Investigations LLC
Attn: Karla Brooks

Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-8508
Email: clayton.long@des.wa.gov

Brooks Investigations LLC
117 S Delaware
Wenatchee, WA 98801
Tel: (509) 669-0096
Email: karla@brooks-investigations.com

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.

- 7.2. **CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE.** Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Master Contract.
- 7.3. **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:

Enterprise Services
Attn: Legal Services Manager
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Email: greg.tolbert@des.wa.gov

Brooks Investigations LLC
Attn: Karla Brooks
117 S Delaware
Wenatchee, WA 98801
Tel: (509) 669-0096
Email: karla@brooks-investigations.com

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.

8. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

- 8.1. **MASTER CONTRACT SALES REPORTING.** Contractor shall report total Master Contract sales quarterly to Enterprise Services, as set forth below.
- (a) **Master Contract Sales Reporting System.** Contractor shall report quarterly Master Contract sales in Enterprise Services' Master Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.
 - (b) **Data.** Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized purchasers specified herein

during the term of the Master Contract. If there are no Master Contract sales during the reporting period, Contractor must report zero sales.

- (c) Due dates for Master Contract Sales Reporting. Quarterly Master Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

FOR CALENDAR QUARTER ENDING	MASTER CONTRACT SALES REPORT DUE
March 31:	April 30
June 30:	July 31
September 30:	October 31
December 31:	January 31

8.2. **VENDOR MANAGEMENT FEE.** Contractor shall pay to Enterprise Services a vendor management fee (“VMF”) of 1.5 percent on the purchase price for all Master Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

$$\text{Amount owed to Enterprise Services} = \text{Total Master Contract sales invoiced (not including sales tax)} \times 1.5.$$

- (b) The VMF must be rolled into Contractor’s current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on Master Contract sales reported by Contractor. Contractors are not to remit payment until they receive an invoice from Enterprise Services. Contractor’s VMF payment to Enterprise Services must reference this Master Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor’s name as set forth in this Master Contract, if not already included on the face of the check.
- (d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract suspension or the exercise of other remedies provided by law. Without limiting any other available remedies, the Parties agree that Contractor’s failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums, the sum of

\$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.

- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Master Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

8.3. ANNUAL MASTER CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Master Contract sales report. Such report shall include, at a minimum: Product description, part number or other Product identifier, per unit quantities sold, and Master Contract price. This report must be provided in an electronic format that can be read by MS Excel.

8.4. SMALL BUSINESS INCLUSION. Upon Request by Enterprise Services, Contractor shall provide, within thirty (30) days, an Affidavit of Amounts Paid. Such Affidavit of Amounts Paid either shall state, if applicable, that Contractor still maintains its MWBE certification or state that its subcontractor(s) still maintain(s) its/their MWBE certification(s) and specify the amounts paid to each certified MWBE subcontractor under this Master Contract. Contractor shall maintain records supporting the Affidavit of Amounts Paid in accordance with this Master Contract's records retention requirements.

9. RECORDS RETENTION & AUDITS.

9.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, 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.

9.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Purchasers and that Contractor has paid all applicable contract management fees. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, 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 Master Contract or orders placed by a Purchaser under it 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 Master Contract or final payment for any order placed by a Purchaser against this Master Contract, 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.

- 9.3. **OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES.** Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Master Contract or orders, at a rate of 125% of such overpayments, found as a result of the examination of the Contractor's records; and (b) reimburse Enterprise Services for any underpayment of fees, at a rate of 125% of such fees found as a result of the examination of the Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by \$500, Contractor would be required to pay to Enterprise Services $\$500 \times 1.25 = \625).

10. INSURANCE.

During the Term of this Master Contract, Contractor obtain and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:

10.1.1. **COMMERCIAL GENERAL LIABILITY INSURANCE.** COMMERCIAL GENERAL LIABILITY INSURANCE (AND, IF NECESSARY, COMMERCIAL UMBRELLA LIABILITY INSURANCE) COVERING BODILY INJURY AND PROPERTY DAMAGE ON AN 'OCCURRENCE FORM' IN THE AMOUNT OF NOT LESS THAN \$1,000,000 PER OCCURRENCE AND \$2,000,000 GENERAL AGGREGATE. THIS COVERAGE SHALL INCLUDE CONTRACTUAL LIABILITY INSURANCE FOR THE INDEMNITY PROVIDED UNDER THIS MASTER CONTRACT.

10.1.2. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.** 'Symbol 1' Commercial Automobile Liability coverage (and, if necessary, commercial umbrella liability insurance) including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.

10.1.3. **PERSONAL AUTOMOBILE LIABILITY INSURANCE.** Personal automobile liability coverage (and, if necessary, commercial umbrella liability insurance) with limits no less than \$250,000 per occurrence, \$500,000 aggregate, and \$100,000 property damage.

10.1.4. **WORKERS' COMPENSATION INSURANCE & EMPLOYER'S LIABILITY (STOP GAP).** Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law, including Employer's or Stop-Gap Liability with a minimum limit of \$1,000,000 per accident. 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, Enterprise Services may terminate this Master Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.

11. CLAIMS.

11.1. 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 Master Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from its acts or omissions under this Master Contract, even if not attributable to negligence by Contractor or its agents.

11.2. THIRD-PARTY CLAIMS; INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services and any Purchaser and their employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Contractor or its successors, agents, and subcontractors under this Master Contract, except claims caused solely by Enterprise Services or any Purchasers' negligence. Contractor shall take all steps needed to keep Purchaser'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.

12. DISPUTE RESOLUTION. The parties shall cooperate to resolve any dispute pertaining to this Master 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 managers 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.

13. SUSPENSION & TERMINATION; REMEDIES.

13.1. SUSPENSION & TERMINATION FOR DEFAULT. Enterprise Services may suspend Contractor's operations under this Master Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; provided, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Master Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Master Contract, until such obligations have been fulfilled.

13.2. **DEFAULT.** Each of the following events shall constitute default of this Master Contract by Contractor:

- (a) Contractor fails to perform or comply with any of the terms or conditions of this Master Contract including, but not limited to, Contractor's obligation to pay contract management fees when due;
- (b) Contractor breaches any representation or warranty provided herein; or
- (c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

13.3. **REMEDIES FOR DEFAULT.**

- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Master Contract are in addition to all other available remedies.
- (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement goods and/or services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Master 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.

13.4. **LIMITATION ON DAMAGES.** Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages.

13.5. **GOVERNMENTAL TERMINATION.**

- (a) Termination for Withdrawal of Authority. Enterprise Services may suspend or terminate this Master Contract if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Contract; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Purchaser from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

(b) Termination for Convenience. Enterprise Services, for convenience, may terminate this Master Contract; *Provided*, however, that such termination for convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for convenience shall not relieve any Purchaser from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

13.6. TERMINATION PROCEDURE. Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all goods and/or services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Master Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

14. GENERAL PROVISIONS.

14.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Master Contract.

14.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law.

14.3. INTEGRATED AGREEMENT. This Master 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.

14.4. AMENDMENT OR MODIFICATION. Except as set forth herein, this Master Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.

14.5. AUTHORITY. Each party to this Master 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 Master Contract and that its execution, delivery, and performance of this Master Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

- 14.6. **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 Master Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 14.7. **ASSIGNMENTS.** Contractor may not assign its rights under this Master Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to Enterprise Services within thirty (30) days, Contractor may assign its rights under this Master 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 majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Master Contract notwithstanding any prior assignment of its rights.
- 14.8. **BINDING EFFECT; SUCCESSORS & ASSIGNS.** This Master Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 14.9. **PUBLIC INFORMATION.** This Master Contract and all related documents are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56.
- 14.10. **ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES.** Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any goods and/or services provided in Washington for the purpose of carrying out the Contractor's obligations under this Master Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 14.11. **FEDERAL FUNDS.** To the extent that any Purchaser uses federal funds to purchase goods and/or services pursuant to this Master Contract, such Purchaser shall specify, with its order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery.
- 14.12. **SEVERABILITY.** If any provision of this Master Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Master Contract, and to this end the provisions of this Master 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 Master Contract.
- 14.13. **WAIVER.** Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its

obligations under this Master Contract, nor shall any purported oral modification or rescission of this Master 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.

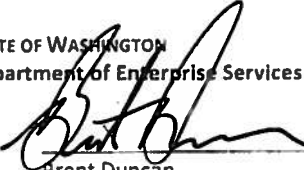
- 14.14. **SURVIVAL.** All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Contract shall survive and remain in effect following the expiration or termination of this Master Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 14.15. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Master Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.
- 14.16. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this Master Contract, the parties agree to submit to exclusive in person 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.
- 14.17. **ATTORNEYS' FEES.** Should any legal action or proceeding be commenced by either party in order to enforce this Master Contract or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.
- 14.18. **FAIR CONSTRUCTION & INTERPRETATION.** The provisions of this Master 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 Master Contract. Each party hereto and its counsel has reviewed and revised this Master 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 Master Contract. Each term and provision of this Master Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 14.19. **FURTHER ASSURANCES.** In addition to the actions specifically mentioned in this Master Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Contract including, without limitation, executing

any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Contract.

- 14.20. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.
- 14.21. CAPTIONS & HEADINGS. The captions and headings in this Master 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 Master Contract nor the meaning of any provisions hereof.
- 14.22. ELECTRONIC SIGNATURES. A signed copy of this Master Contract or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Master Contract or such other ancillary agreement for all purposes.
- 14.23. COUNTERPARTS. This Master Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Master Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Master Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

By: 
Brent Duncan
Its: Procurement Supervisor

BROOKS INVESTIGATIONS LLC,
a Washington Limited Liability Company

By: 
Karla Brooks
Its: Owner

EXHIBIT A

INCLUDED SERVICES PROCESS SERVER SERVICES

1.1 Expectations of service

The following are the minimum service levels required by the Purchasers, the entities authorized to use the Master Contract. Contractors for Process Server Services must be able to meet all specifications stated herein;

a) PRIMARY (STANDARD) SERVICE

b) ALTERNATE/SUBSTITUTE SERVICE

- The Purchaser may authorize service to an alternate person (e.g., Sherriff, Tribal Police, etc.) when the Contractor cannot serve the intended person(s) with reasonable diligence.
- Contractor will leave a copy of served documents at recipient's usual mailing address with a person of suitable age and discretion who is a resident, proprietor, or agent thereof, and the purchaser will mail a copy of documents by first class mail, postage prepaid, to the person to be served at his or her usual mailing address. Alternate or Substitute service must be authorized by the Purchaser.
- "Usual mailing address" excludes US Postal Service Post Office Boxes or individual's place of employment.
- Usual Mailing Address if requested must be documented on returned declaration.

c) COMMUNICATION

Contractor will reply to all Purchaser communications, typically phone calls and emails, within 24 hours.

d) EXCEPTIONAL SERVICE

All exceptional service, as listed below must be pre-approved by Purchaser in written format – e.g., fax, letter, or e-mail. Exceptional Service categories are:

- **Urgent Service** requested by Purchaser when a serve situation must be completed within 8 hours of notification to the Contractor. This service also will result in return of contractor's affidavit and/or declaration of service within 5 business days.
- **Expedited Service** requested by Purchaser when a serve situation must be attempted and/or completed within 8 to 24 hours of notification to the Contractor. This service also will result in return of Contractor's affidavit and/or declaration of service within 5 business days.
- **Standby Service** requested by Purchaser requires the Process Server to wait for an individual, and is different than the "best time frame" when a window of time is necessary in order to

complete a service. The expectations of Standby Service are that the Contractor is required to wait and the return of affidavit and/or declaration of service are the same as listed in section the Primary Service. E.g., When Standby service is added to either an Urgent or Expedited Service request the requirement is to return of contractor's affidavit and/or declaration of service within 5 business days. If Standby Service is added to the Standard Service, the expectation is to return of contractor's affidavit and/or declaration of service is within 10 business days.

- **Rush Service** is when the Purchaser's office has given the contractor written instructions that document packet must be served within a five (5) day period. Service of document packet within 5 days after the contractor has received written authorization; includes, at a minimum, two (2) attempts (day/evening). Contact the Purchaser's office prior to the five (5) day period for further instructions if service not obtained. Confirmation of completed service is required by fax or email within the five (5) day period. This service also will result in return of Contractor's affidavit and/or declaration of service within 10 business days. This service is NOT available for use by all Agencies or Divisions. Please contact your Process Service Coordinator for guidelines or approvals.

e) FINDERS SERVICES – (Division of Child Support does not allow this service.)

- Contractor intends to return documents un-served to Purchaser
- It is understood that this new address may or may not lead to a successful serve.

f) MULTIPLE ADDRESS CLARIFICATION

Example if Purchaser provides:

- Two addresses, and the first address is a bad address and the documents are successfully served at the second address the Contractor may bill for the successful serve and one unsuccessful serve.
- Two addresses, and both addresses are bad, the Contractor may bill the unsuccessful serve rate for each address.

g) PERFORMANCE MEASURES

- Contractor is required to maintain an averaged Successful Service rate of 65% per month. This will be calculated dividing the total number of items invoiced by the number of successful serves.
- Example of calculation of Service Rate:

Invoice for Month A –

Invoiced Items:

74

Successful Serves: 57
 % of Successful Serves = 77%
 (Successful Serves divided by Total Number invoiced)

- In the event there is a failure to meet the established Performance Standard, Bidder/ Contractor will self-assess a penalty equal to the percentage difference deducted from the monthly invoice. Percentages should be calculated in whole percentages or with no more than one (1) decimal (e.g., 2% or 2.6% are acceptable; not acceptable would be 2.62% or 2.59857483%.) These penalties will be assessed monthly, itemized and deducted from the appropriate monthly total.

Example of self-assessed penalty:

Successful Service Rate for Month A= 63%
 Performance Standard = 65%
 Difference = 2%
 Monthly Invoice = \$3,400.00
 Self-assessed Penalty = 2% of \$3,400.00 (\$68.00)

h) RECALL/WITHDRAWAL OF SERVICE DOCUMENTS

- Recall or withdrawal of documents by Purchaser after Contractor has initiated one or more attempts in the 45 day period will be reimbursed by Purchaser.
 - Contractor must return field notes and any other documentation of attempts to serve with the documents within five (5) days of recall or withdrawal.
- Recall or withdrawal of documents by Purchaser prior to Contractor initiating serve attempts will be returned at no-charge to Purchaser.
- Contractor shall provide a written request, to withdraw from a particular process serving assignment and shall return all documents within five (5) days of withdrawal, at no-charge to the Purchaser when:
 - a. Conflict of interest between Contractor and person being served exists;
 - b. Serve places process server in jeopardy;
 - c. Information received from Purchaser prevents Contractor from serving documents;
 - d. Initial serve is clearly out of Contractor’s awarded territory;
 - e. Address is a jail, prison, institution, Indian reservation or any address that prohibits access to the process server.

i) SERVE DOCUMENTATION (FIELD NOTES)

- Field notes must be legible and defensible in a court of law.
- Provide detailed descriptions and activities involved with each attempt to serve
- Documentation may include observation of surroundings at home address such as: License plate numbers, physical description of person conversed with and summary of conversation.
- If individual served is not as described on paperwork received from the purchaser, provide description of individual served to include name and physical description, if possible.
- Fields notes must be returned with affidavit or declaration for substitute service.
- Field notes may be requested at a later date for successful serves.

j) SERVICE OF PROCESS

- A successful serve represents one or more document package(s) at the same time to one or more individuals at the same address. If multiple documents are to be served at the same address at the same time, the Contractor will serve multiple documents for one charge.
- Contractor has 45 calendar days to attempt service.
- Contractor will provide all required documents to the purchaser within ten (10) business days after confirmation of a completed successful service. Invoice will not be paid, until all of the documents are received complete. Failure to provide valid, correct, court worthy documents may delay payment and is not subject to any late penalty fees.
- Contractor is expected to begin processing service within three (3) business days of receipt of documents unless exceptional service is required. If this time allowance cannot be met, the Contractor must call the purchaser for instruction.
- Successful contractors shall not represent themselves as employees of the state, nor will they make any claim of right, privilege or benefit which would accrue to civil service employees under RCW Chapter 41.06
- Contractor will return calls via phone or email within 24 hours.

k) SERVICE TO INDIAN RESERVATIONS

- Specifically excluded from this contract, but can be addressed on a case-by-case basis with the purchaser, Contractor or Tribe before serve is attempted.

l) UNSUCCESSFUL SERVE

- At conclusion of 45-day serve period, Contractor is required to destroy un-served documents and provide certification of destruction. Detailed field notes shall be forwarded to purchaser within ten (10) business days. The invoice will be paid when the certification of destruction of documents has been returned to Purchaser along with attached Field notes that contain documentation and descriptions related to non-service within the 45-day period. Field notes

must contain detailed information regarding dates, times, conditions, etc., which prevented service. Payment of the Invoice shall occur only when the above-required items are received. (Failure to submit all items at the same time will result in a delay of payment, and is not subject to the late payment clause.)

- Contractor may destroy un-served documents after the first attempt when:
 - Address is obviously vacant.
 - Occupant is not the individual described in the document packet.
 - Service of documents represents an unsafe or hazardous situation placing process server in jeopardy.
- Contractor must provide certification of destruction of documents for any un-served documents upon request of Purchaser.

1.2 Definitions

- This section contains definitions of terms commonly used in the performance of Process Service. Additional definitions may also be found in Chapter 43.19 RCW and WAC 236-48-003, and all terms contained herein will be read consistently with those definitions.

AFFIDAVITS OR DECLARATION OF SERVICE	Required within 10 business days of a successful serve and must be in compliance with RCW 18.180 PROCESS SERVER.
ALTERNATE or SUBSTITUTE SERVICE	When service cannot be served to the defendant personally, contractor will leave a copy of the serves at the house of his or her usual abode with some person of suitable age and discretion then resident therein. (Ref: RCW 4.28.080(15))
ATTEMPTS TO SERVE	Contractors will be expected to physically serve documents within a 45-day period.
BAD ADDRESS	Addresses provided by purchaser are determined to be vacant or person in residence is not the person being served, since that person no longer resides at that residence.
CONFIRMATION OF COMPLETED SERVE	Contact made between the vendor and the purchaser via email, fax, secure File Transfer Protocol (FTP) or Secure File Transfer Protocol (SFTP) that a serve was completed.
CORRECTED AFFIDAVIT	If the purchaser discovers an error in the Affidavit Served, the purchaser shall contact the Contractor for a revised Affidavit of

	<p>Service to be provided in no more than 5 business days at no additional charge.</p> <p>If the purchaser contacts the Contractor and indicates that they are in a court hearing at the time, the Contractor shall make every effort to revise the Affidavit of Service and send to the purchaser immediately.</p> <ul style="list-style-type: none"> • The contractor is responsible for maintaining a record of what document was served with any Affidavit. • In Such a case as the Process Server no longer works for the Contractor, the Contractor shall have both a record/spread sheet with the Affidavit of Service and a method of contacting the Process Server. <p>Note: The Contractor shall NOT maintain a copy of the actual documents served.</p> <ul style="list-style-type: none"> • The Contractor shall keep track of the number of times that each Process Server is required to revise Affidavits in any rolling 12 month period, and shall create/maintain a three strikes policy, in which the Contractor does not utilize that Process Server under the purchaser’s Contract. <p>Penalty: If the Contractor is unable to resolve the error satisfactorily, a 5% deduction in the current monthly invoice shall be deducted.</p>
DELIVERY ADDRESS	<p>The address provided on the service documents represents the last known or best residential and employment address available to the purchaser’s office and constitutes a single serve address. Exception is a residential address and an employment address in different counties.</p>
EXPEDITED SERVICE	<p>Expedited serve means when the purchaser’s office has given the contractor written instructions that document packet must be served within a 24-hour period. Service of document packet within 8-24 hours after the contractor has received written authorization; includes two (2) attempts in the 24 hour period (day/evening). Contact the purchaser’s office prior to the 24 hour period for further instructions if service not obtained. Confirmation of completed service is required by fax or email within the 24 hour period. This service also will result in return of contractor’s affidavit and/or declaration of service within 5 business days.</p>

FIELD NOTES	Notes written by the server regarding date, time, and description of person served if different than person described in document packet, recap of observations at the time of server or attempt to serve. Notes must be legible and defensible within the judicial system.
FINAL MONTHLY BILLING STATEMENT (PAYMENT INVOICE)	Contractors shall be responsible for submitting a Final Monthly Billing Statement (payment invoice) for only those serves, completed, returned with all the required documentation and invoiced throughout the month. Contractors who submit Final Monthly Billing Statements with invoiced totals for serves submitted during the month which did not contain all required documentation, or were not invoiced may experience extended payment processing delays.
RECALL OF DOCUMENTS	Purchaser of service documents initiates recall of documents prior to successful service. Contractor shall return documents without any charge to the purchaser. Contractor shall not submit an invoice for any associated costs. Recall of documents is not considered unsuccessful service.
REASONABLE DILIGENCE	Actual attempts made to serve an individual at a particular address and documented in the field notes.
RUSH SERVICE (Not all Agencies or Divisions allow this Service)	Rush serve means when the purchaser's office has given the contractor written instructions that document packet <u>must be served</u> within a five (5) day period. Service of document packet within 5 days after the contractor has received written authorization; includes, at a minimum, two (2) attempts (day/evening). Contact the purchaser's office prior to the five (5) day period for further instructions if service not obtained. Confirmation of completed service is required by fax or email within the five (5) day period. This service also will result in return of contractor's affidavit and/or declaration of service within ten (10) business days.
SERVICE JURISDICTION	Residential address provided by purchaser's office will constitute selection of vendor serving that particular Washington State County. As it relates to Exceptional Services, where the Initial or Primary Address is within the Vendors County, but a subsequent address are determine not to be, "county cross-over" that relates to successful service is permitted, all documentation MUST be submitted at the same time as the declarations and must indicate County of

	<p>Successful Service.</p> <p>The payment for "county cross-over" in the case of Exceptional Services shall be at the lowest vendor rate for that county, plus the Exceptional Rate indicated in the specific service.</p>
SERVICE PACKET	<p>Includes the Process Service Request(s) and document(s), which includes the individual(s) to be served, physical description, a home address, an employer name and address, instructions specific to the serve.</p>
SIMULTANEOUS SERVICE (Specific to Division of Child Support)	<p>When the Contractor receives one (1) request to serve two or more notices together to two (2) individuals, residing at the same Residential Address this is considered Simultaneous Service.</p> <ol style="list-style-type: none"> 1. Each individual is required to receive his or her own copy of the notice. 2. Serve each individual a copy of the notice. 3. When serving jointly, each person must sign for his or her own copy of the notice. 4. You may serve both notices on one individual using personal service for the individual that signs and substitute service for the other individual. (This does not apply for service at the individuals employer address). <p>Other situations that may apply under Simultaneous Service, shall include:</p> <p style="padding-left: 40px;">Contractor receives one (1) request to serve one (1) individual two (2) or more documents at the same time.</p> <p>In cases of Simultaneous Service Contractor receives payment for one successful service.</p> <p><u>What is <i>not</i> considered Simultaneous Service:</u></p> <p>When the Contractor receives a request to serve one individual at an address, then later that day receives another request to serve another document at that same address.</p>
STANDBY	<p>Written authorization that allows Contractor to <u>wait</u> for recipient of documents for a specified period of time, Written authorization that allows Contractor to wait for recipient of documents for a specified period of time, in order to complete service. Time to be in 15-minute increments.</p>

	<p>Example of Standby: <i>The Contractor shall wait outside of the courthouse located at 1112 Courthouse Ave, Anytown, WA. 98999 to serve the individual after leaving their hearing, which starts at 9:00.</i></p> <p>Standby service does not refer to a “best times” or “window of time” the Contractor is likely to find an individual at a specific address, this is considered normal communication.</p>
SUCCESSFUL SERVE	Delivery of service documents to an individual resulting in a completed affidavit and/or declaration of service returned to purchaser within ten (10) business days of service.
SUBSTITUTE or ALTERNATE SERVICE	Service to an individual who is not the intended recipient of the document packet. When service cannot be served to the defendant personally, contractor will leave a copy of the serves at the house of his or her usual abode with some person of suitable age and discretion then resident therein. (Ref: RCW 4.28.080(15))
UNSUCCESSFUL SERVE	Service of document packet cannot be served at any address provided by purchaser and is returned to purchaser with field notes documenting service action.
URGENT SERVICE	Service of document packet within 0-8 hours after contractor has received written authorization from purchaser. The expectations associated with the Exceptional Services Categories are that service also will result in return of contractor’s affidavit and/or declaration of service within 5 business days.
WITHDRAW OF SERVICE	Contractor may elect to withdraw from a particular service of process only due to unsafe service conditions; life threatening situations; or conflict of interest between contractors or their staff and person(s) being served.
WRITTEN AUTHORIZATION	May be in the form of formal correspondence, instructions on serve documents, facsimile, or electronic e-mail.

Exhibit B

PRICES FOR SERVICES

COUNTY	PRICE	COUNTY	PRICE
ADAMS	Not Awarded	LINCOLN	\$ 80.00
ASOTIN	\$100.00	MASON	Not Awarded
BENTON	Not Awarded	OKANOGAN	Not Awarded
CHELAN	\$ 50.00	PACIFIC	Not Awarded
CLALLAM	Not Awarded	PEND OREILLE	\$110.00
CLARK	Not Awarded	PIERCE	Not Awarded
COLUMBIA	Not Awarded	SAN JUAN	Not Awarded
COWLITZ	Not Awarded	SKAGIT	Not Awarded
DOUGLAS	\$ 50.00	SKAMANIA	Not Awarded
FERRY	\$110.00	SNOHOMISH	Not Awarded
FRANKLIN	Not Awarded	SPOKANE	Not Awarded
GARFIELD	Not Awarded	STEVENS	Not Awarded
GRANT	Not Awarded	THURSTON	Not Awarded
GRAYS HARBOR	Not Awarded	WAHKIAKUM	Not Awarded
ISLAND	Not Awarded	WALLA WALLA	Not Awarded
JEFFERSON	Not Awarded	WHATCOM	Not Awarded
KING	Not Awarded	WHITMAN	\$ 90.00
KITSAP	Not Awarded	YAKIMA	Not Awarded
KITTITAS	\$ 60.00		
KLICKITAT	\$ 80.00	OUT OF STATE	PRICE
LEWIS	Not Awarded	ALL US STATES	Not Awarded
ADD ON SERVICES*			
(Prices fixed)			PRICE
EXPEDITED/URGENT SERVICE, REGARDLESS OF COUNTY, WILL BE BILLED AT:			+ \$55.00
RUSH SERVICE, REGARDLESS OF COUNTY, WILL BE BILLED AT:			+ \$35.00
STANDBY SERVICE, billed in quarter hour increments:			+ ¼ of county rate

Exhibit C

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Master Contract, Contractor obtain and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial General Liability Insurance (and, if necessary, commercial umbrella liability insurance) covering Bodily Injury and Property Damage on an 'occurrence form' in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. This coverage shall include Contractual Liability insurance for the indemnity provided under this Master Contract.
 - b. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.** 'Symbol 1' Commercial Automobile Liability coverage (and, if necessary, commercial umbrella liability insurance) including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
 - c. **PERSONAL AUTOMOBILE LIABILITY INSURANCE.** Personal automobile liability coverage (and, if necessary, commercial umbrella liability insurance) with limits no less than \$250,000 per occurrence, \$500,000 aggregate, and \$100,000 property damage.
 - d. **WORKERS' COMPENSATION INSURANCE & EMPLOYER'S LIABILITY (STOP GAP).** Vendor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law, including Employer's or Stop-Gap Liability with a minimum limit of \$1,000,000 per accident.

The limits of all insurance required to be provided by Contractor shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits.

A cross-liability clause or separation of insured condition shall be included in all general liability, -+professional liability, pollution, and errors and omissions policies required by this Master Contract.

2. **INSURANCE CARRIER RATING.** Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** Except for Works' Compensation, Professional Liability, Personal Automobile Liability, and Pollution Liability Insurance, all required insurance shall include the

State of Washington and all authorized Purchasers (and their agents, officers, and employees) as an Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.

4. **CERTIFICATE OF INSURANCE.** Upon request by Enterprise Services, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Master Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. A renewal certificate shall be delivered to Enterprise Services no less than ten (10) days prior to coverage expiration. Failure to provide proof of insurance, as required, will result in contract cancellation. All policies and certificates of insurance shall include the Master Contract number stated on the cover of this Master Contract.
5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.
6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.
7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Master Contract number stated on the cover of this Master Contract.