# RFQQ For india tax services #25-04

## Exhibit G – contract terms & conditions

The WSIB is anticipating that the Contract resulting from this RFQQ will be in a form and format provided by the awarded Offeror. Nonetheless, there are several key terms and conditions that the WSIB anticipates will be included in such Contract. Those are listed below.

### statement of work/scope of services

1. To the extent that the Contractor conducts client conferences (“Client Conferences”), the Contractor shall invite Board members and relevant WSIB staff to participate in the Contractor’s Client Conferences and any and all other Conferences or similar educational activities provided by the Contractor and normally offered to Contractor’s clients. Any invitations to Board members and relevant WSIB staff given by the Contractor to participate in the Contractor’s Client Conferences and any and all other conferences or educational activities normally offered to Contractor’s clients will be considered part of services rendered by the Contractor under this Contract. All costs normally paid or reimbursed by the Contractor, such as registration fees, materials, lodging, conference meals and refreshments, related to such Client Conferences or similar educational activities, shall be deemed part of this Contract. If the costs normally borne by the Contractor are initially borne by the WSIB, the Contractor shall reimburse the WSIB for such Client Conference and educational activity costs.
2. For the avoidance of doubt, the Parties confirm that the above listing of services to be provided by the Contractor is not intended to be exclusive or limiting, and that the Contractor is expected to, and has agreed to, provide under this Contract all customary and reasonable services as a provider of active global equity fund offerings, in compliance with industry standard practices for the same.
3. Regardless of the date of signature and subject to its other provisions, this Contract is effective from [date] through [date 5 years after starting date], unless terminated sooner under other provisions of this Contract. The WSIB reserves the option to extend the term of this Contract on the same terms and conditions for one additional five-year period or such other period as determined by the WSIB and mutually agreed to by the Parties.

### Compensation and Payment

1. The WSIB shall pay the Contractor fees in arrears computed monthly after provision of services. The fees received by the Contractor under this Contract shall include the payment of or reimbursement for the cost of any activities that may be offered to the Board members and relevant WSIB staff by the Contractor pursuant to Section 2.5. Payment shall be made no later than thirty (30) days after receipt of a properly submitted and correct invoice for a period in which services have been rendered. Invoices will be sent to the WSIB’s Finance and Administrative Services Unit in Adobe Portable Document Form (PDF) or another form as requested via email to FinanceServices@sib.wa.gov.
2. The Contractor will submit an invoice to the WSIB for payment no later than the twentieth (20th) day of the month immediately following the close of the relevant fee period, at the email address listed above.
3. All expenses that may be incurred by the Contractor under this Contract are included in the fees paid under this Contract. The WSIB is not responsible for any additional costs or expenses incurred by the Contractor in the performance of work described in this Contract, which include, but are not limited to, travel, lodging, meals, and other miscellaneous operational expenses otherwise incurred by the Contractor.
4. The Contractor shall timely pay all applicable taxes assessed on the compensation received under this Contract and shall identify and pay those taxes in accordance with applicable law.
5. The WSIB reserves the right, with prompt notice to the Contractor, to withhold payment for non-compliance and/or non-performance with any of the terms or conditions of this Contract. Payment shall not be unreasonably withheld. Nothing herein impairs the right of the WSIB to terminate the Contract as set forth in the “Termination” provisions of this Contract.
6. The WSIB shall make no payment in advance or in anticipation of services or supplies to be provided under this Contract.

### Miscellaneous Provisions

1. The Contractor shall acquire and provide proof of adequate insurance coverage given the nature of the services to be performed under this Contract. The intent of the required insurance is to protect the state of Washington should there be any claims, suits, actions, costs, losses, damages or expenses arising from any negligent or wrongful act or omission or misconduct of the Contractor, any Subcontractor, or agents of either, or any breach of this Contract or fiduciary duty or applicable law by any such parties, while performing under the terms of this Contract.
2. This Contract is governed by the laws of the state of Washington. In the event of a lawsuit involving this Contract, venue will be proper only in the Superior Court of the state of Washington, in, and for, Thurston County, located in Olympia, Washington. The Contractor, by execution of this Contract, acknowledges the exclusive jurisdiction of the courts of the state of Washington.
3. The Contractor acknowledges that the WSIB reserves all immunities, defenses, rights, or actions arising out of its sovereign status or under the Eleventh Amendment to the U.S. Constitution, and no waiver of any such immunities, defenses, rights, or actions shall be implied or otherwise deemed to exist by reason of its entry into this Contract, or any agreement related thereto, by any express or implied provision thereof, or by any act or omissions to act by the WSIB or any representative or agent of the WSIB, whether taken pursuant to this Contract or prior to the WSIB’s execution hereof.
4. The Contractor is an independent contractor hired by the WSIB. That independent capacity may not be compromised in any way by the identity, role or title of the individual seeking, on behalf of the WSIB, counsel, information or advice pertaining to those investments. The goal of this Contract is the delivery of the Contractor’s best and wisest independent advice, counsel, and services.
5. Subject to the terms of this Contract and applicable law, the Contractor has the authority to deal, on the WSIB’s behalf, with the Custodian, the India Tax Authorities, and other parties as appropriate.
6. The Contractor shall perform duties under this Contract with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent expert India tax professional, acting in like capacity and familiar with such matters, would use in the performance of similar services, all in accordance with the applicable laws.
7. The Contract may be terminated by the WSIB at any time for any reason in its sole discretion upon written notice to the Contractor. Such termination will include the date selected by the WSIB and provided to the Contractor for the termination of services (the “Services End Date”). Unless otherwise directed by the WSIB, upon the Services End Date, the Contractor shall cease to perform any and all of its duties under this Contract, unless otherwise specifically instructed by the WSIB. In the written notice of termination, the WSIB shall outline the expected duration of the orderly and reasonably expeditious transition to a successor firm (“Transition Period”) as well as the reasonable responsibilities the WSIB expects the Contractor to perform to facilitate such transition during the Transition Period. Notice of termination does not relieve the Contractor of any responsibility under this Contract prior to the completion of the Transition Period. This Contract shall be terminated at the end of the Transition Period.
8. The Contractor warrants that neither the Contractor nor its employees presently have any interest and shall not acquire any interest, directly or indirectly that would materially impair the Contractor’s ability to provide services required under this Contract. If any potential conflict arises as described in the foregoing sentence, the Contractor shall provide prompt notice to the WSIB.
9. Upon request from the WSIB, the Contractor shall complete and submit to the WSIB a completed Compliance Certificate which shall set forth that the Contractor is in material compliance with all provisions of this Contract, and which shall set forth the current levels of insurance maintained by the Contractor with copies of the then current certificate(s) of insurance attached.
10. The Contractor represents and warrants that the Contractor shall comply with all applicable state policies regarding IT, security, access, data protection, and privacy, including policies of state agency Washington Technology Solutions and its successors (“WaTech”). All WSIB data will be transferred, transmitted, and stored in a method that meets the data’s security classification as determined through application of WaTech standards. The Contractor and any Subcontractors shall adhere to industry standards such as National Institute of Standards and Technology Cybersecurity Framework (NIST CSF) and/or Center for Internet Security (CIS) Controls to protect IT systems, applications, and data, including verification of data being encrypted in transit and encrypted at rest.
11. During the term of this Contract, the Contractor shall comply with all applicable federal and state nondiscrimination statutes and regulations, and WSIB non-discrimination policies, including RCW 49.60.530. In addition, the Contractor, including any Subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or Subcontractor, has a collective bargaining or other agreement. In the event of Contractor’s noncompliance or refusal to comply with these nondiscrimination requirements, this Contract may be rescinded, canceled, or terminated in whole or in part, and Contractor may be declared ineligible for further contracts with the WSIB. The Contractor shall, however, be given a reasonable time (to be determined by the WSIB in its sole discretion) in which to cure the noncompliance. The Contractor, including any Subcontractor, shall cooperate and comply with any Washington State agency investigation regarding any allegation that Contractor, including any Subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3). The WSIB may suspend this Contract upon notice of a failure of Contractor, or any Subcontractor, to participate and cooperate with any such investigation.
12. Indemnification
	1. The Contractor agrees that it is liable to the WSIB for any financial loss incurred by the WSIB resulting from or occurring due to negligence, misconduct, wrongful act or omission, breach of duty of care, or the failure by the Contractor or any Subcontractor or any employee or agent of either for any reason to comply with the terms of this Contract or applicable law. The Contractor shall promptly reimburse the WSIB for, and otherwise hold the WSIB harmless from and against, any such financial loss including, but not limited to, any costs and reasonable attorney’s fees incurred by the WSIB in connection with such loss.
	2. To the fullest extent permitted by law, the Contractor expressly agrees to, and shall, indemnify, defend and hold harmless the State of Washington, the WSIB, and all officials and employees of the state, and members and employees of the WSIB from and against all claims, and any damage or loss related to such claims including but not limited to claims for injuries or death, and reasonable attorney’s fees, in each case, arising out of or resulting from, or incident to, the Contractor’s, any Subcontractor’s or any employee’s or agent’s (of either) negligence, misconduct, wrongful act or omission, breach of duty of care, the failure by the Contractor or any Subcontractor or employee or agent of either for any reason to comply with the terms of this Contract or applicable law. The Contractor’s obligation to indemnify, defend, and hold harmless includes, but is not limited to, any claim by the Contractor’s agents, employees, or representatives, or any Subcontractor or its employees, agents or representatives. Brokers, dealers, and counterparties are not “Agents” or “Subcontractors” for purposes of this Contract.
	3. The Contractor’s obligation to indemnify, defend, and/or hold harmless the State of Washington, the WSIB, or other persons or entities, under subsections 21.a. or 21.b. above, shall not be eliminated or reduced by any actual or alleged concurrent negligence of the State of Washington, or its employees or agents, or of the WSIB, or the WSIB’s members, employees, or other officials.
	4. The Contractor waives its immunity under Title 51 RCW (Industrial Insurance) to the extent it is required to indemnify, defend and hold harmless the WSIB or any other state agency, person, or entity under this Contract
13. The Contractor shall maintain true, accurate and complete financial records relating to this Contract and the services rendered including all books, records, documents, magnetic media and all other types of non-volatile storage, receipts, invoices and other evidence relating to the services provided under this Contract, including but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the services described herein. The Contractor shall retain such records for a period of six (6) years following the Termination Date. At no additional cost, these records including materials generated under the Contract are subject at all reasonable times to inspection, review, or audit by the WSIB, the Office of the State Auditor, and federal and state officials so authorized by law, rule, regulation, or agreement.
14. In compliance with RCW 39.26.180, the Contractor shall provide access to data generated under this Contract to the WSIB and the State Auditor at no additional cost. This includes access to all non-proprietary information that supports the findings, conclusions, and recommendations of the Contractor’s reports, including computer models and methodology for those models.
15. The Contractor shall maintain as confidential all information concerning the business of the WSIB, its financial affairs, relations with its employees, retirement system participants, and any other information which may be specifically classified as confidential by the WSIB in writing to the Contractor. The use or disclosure by any party of any such information for any purpose not directly connected with the administration of the WSIB’s or the Contractor’s responsibilities with respect to services provided under this Contract, is prohibited except by prior written consent of the WSIB.
16. Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work or services contemplated under this Contract unless specifically approved in writing by the WSIB prior to the commencement of subcontracted work. In no event shall the existence of such a subcontract operate to release or reduce the liability of the Contractor to the WSIB for any breach in the performance of the Contractor’s duties. This section does not include contracts of employment between Contractor and Contractor’s personnel assigned to work under the Contract.
17. The Contractor shall comply with all applicable licensing, accrediting and registration requirements/standards necessary in the performance of the Contract.
18. The Contractor agrees to submit to the WSIB all advertising and publicity materials relating to this Contract in which the WSIB’s name is mentioned or language is used where the connection to the WSIB may, in the WSIB’s judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising or publicity materials without the prior written consent of the WSIB.