



Washington **Red Raspberries**

CONTRACT

No. K5989

FOR

DOMESTIC MARKETING & PROMOTION OF WA RED RASPBERRIES

By and Between

WA RED RASPBERRY COMMISSION

and

BEADLE CONSULTING LLC DBA WILD HIVE

Dated July 15th, 2025

CONTRACT
No. K5989
FOR
DOMESTIC MARKETING & PROMOTION OF WA RED RASPBERRIES

This Contract ("Contract") is made and entered into by and between the WA Red Raspberry Commission, a Washington State governmental agency ("Procuring Agency") and Beadle Consulting ("Contractor") and is dated and effective as of July 15th, 2025.

RECITALS

- A. The provisions of Chapter 39.26 RCW require the agency to file this sole source contract with the Department of Enterprise Services (DES) for approval. The effective date of this contract is upon DES approval of the contract, the fifteenth (15th) working day after it is filed with DES, or as agreed between the parties, whichever is later.
- B. Washington Red Raspberry Commission has determined that entering into this Contract will meet the identified needs and be in the best interest of the State of Washington.
- C. The purpose of this Contract is to enable the WA Red Raspberry Commission to purchase the Goods and/or 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 Contract is thirty-six (36) months, commencing July 15, 2025, and ending July 14, 2028.
- 2. SCOPE – INCLUDED GOODS AND/OR SERVICES AND PRICE.**
 - 2.1. **CONTRACT SCOPE.** Pursuant to this Contract, Contractor is authorized to sell and provide only those goods and/or services ("Goods and/or Services") set forth in *Exhibit A – Included Goods/Services* for the prices set forth in *Exhibit B – Prices for Goods/Services*.
 - (a) **Goods.** For purposes of this Contract, "Goods" means all equipment, materials, supplies, ancillary parts, accessories, components and other items purchased as defined in this Contract.
 - (b) **Services.** For purposes of this Contract, "Services" means all services of any nature ordered by Procuring Agency pursuant to this Contract.
 - (c) **Specifications.** Where applicable, specifications for Goods and/or Services as detailed in this Contract. Unless otherwise specified, all Goods and/or Services provided shall be new and unused of the latest model or design.
 - 2.2. **PROCURING AGENCY'S ABILITY TO MODIFY SCOPE OF CONTRACT.** Subject to mutual agreement between the parties, Procuring Agency reserves the right to modify the Goods and/or 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 Procuring Agency, 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 B – Prices for Goods/Services*.

3. 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 Procuring Agency, in writing, of such breach.

- 3.1. 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.
- 3.2. TAXES. Contractor represents and warrants that Contractor is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
- 3.3. LICENSES; CERTIFICATIONS; AUTHORIZATIONS; & 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's proper performance of this Contract.
- 3.4. SUSPENSION & DEBARMENT. Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that neither Contractor nor its principals or affiliates presently are nor have ever 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.
- 3.5. 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.
- 3.6. WASHINGTON STATE WAGE THEFT PREVENTION. Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, 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.
- 3.7. 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 offence 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.

- 3.8. **PROCUREMENT ETHICS & 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 Washington State employees.
- 3.9. **WASHINGTON'S STATEWIDE PAYEE DESK.** Contractor represents and warrants that Contractor is registered with Washington's Statewide Payee Desk, which registration is a condition to payment.
- 3.10. **CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT.** Contractor represents and warrants that Contractor shall use commercially reasonable efforts both to promote and market the use of this Contract with eligible Purchasers and to ensure that those entities that utilize this Contract are eligible Purchasers; provided, however, that Contractor may rely on the representations of any Purchaser and Enterprise Services regarding such eligibility. Contractor understands and acknowledges that neither Procuring Agency 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 Procuring Agency or the State of Washington in any promotional material without the prior written consent of Procuring Agency.
- 3.11. **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.
- 3.12. **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.
- 3.13. **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.
- 3.14. **ACCESS EQUITY – CONTRACT REPORTING (if utilizing subcontractors).** Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor, if utilizing subcontractors to perform this Contract, shall register and report monthly, as Contractor, through *Access Equity*, Washington's secure online business diversity vendor management system (B2Gnow), which is managed by Washington's Office of Minority and Women's Business Enterprises (OMWBE), any payments to subcontractors pertaining to the Contract. Contractor further represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor shall use commercially reasonable efforts to ensure that such subcontractors also utilize *Access Equity* to verify such payment information as reported by Contractor.

4. QUALITY; WARRANTY; REMEDIES.

- 4.1. **GOODS WARRANTY.** Contractor warrants that, for a period of twelve (12) months from the date when the Goods are put into use, or eighteen (18) months after delivery of the Goods, whichever is later (“Goods Warranty Period”), the Goods: (a) are free from defects in design, material, and workmanship; (b) are fit and safe for the intended purposes and appropriate for the specified application(s) (if any); (c) are consistent with recognized industry quality standards; (d) comply with the requirements, specifications, drawings, standards, and descriptions included in this Contract; and (e) are produced and delivered in full compliance with applicable law (“Goods Warranty”). Contractor further warrants that it has good and marketable title to the Goods and shall keep Procuring Agency property free of liens. If Procuring Agency receives notice of a lien caused by Contractor, Procuring Agency may withhold any payment otherwise due Contractor until Contractor submits proof, in a form satisfactory to Procuring Agency, that all lienable claims have been fully paid or waived.
- 4.2. **GOODS REMEDY.** If Goods do not comply with the Goods Warranty or any defects develop during the Goods Warranty Period under normal use, at Procuring Agency’s election, Contractor promptly shall remedy the defect by removing, repairing, correcting, or replacing, and/or reinstalling any defective Goods. Contractor’s Goods Warranty support shall include, at Contractor’s sole expense, all technical support, parts, materials and equipment, and labor, including freight and “in/out” costs required to address the defect. If, in Procuring Agency’s judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor shall 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.
- 4.3. **SERVICES WARRANTY.** Contractor warrants that: (a) Services shall be performed in a timely, efficient, professional, and workmanlike manner; (b) all Contractor personnel assigned to perform Services shall have the necessary skill and training; and (c) Services shall be performed in a manner consistent with the standard of care in the industry (“Services Warranty”). The Services Warranty shall survive for a period of twelve (12) months after the date when Services are completed (“Services Warranty Period”).
- 4.4. **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 Procuring Agency election, Contractor shall re-perform or correct the nonconforming Services at no additional cost to Procuring Agency or refund the amounts paid for the Services.
- 4.5. **FAILURE TO REMEDY.** If Contractor does not remedy a defect or nonconformity within ten (10) calendar days after receipt of written notice from Procuring Agency, or if an emergency exists rendering it impossible or impractical for Procuring Agency to have Contractor provide a remedy, Procuring Agency 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 or Services, in which case Contractor shall reimburse Procuring Agency for its actual costs or, at Procuring Agency’s option, Procuring Agency shall offset the costs incurred from amounts owing to Contractor.

- 4.6. TECHNICAL SUPPORT. During any applicable warranty period, Contractor shall provide all warranty service and telephone support, including after-hour technical support, at its own cost. Contractor shall maintain a technical support hotline to address breakdowns and safety incidents.
5. **SAFETY; SECURITY; CONTRACTOR REQUIREMENTS WHILE ON PREMESIS.** Contractor's failure to comply with any of the requirements in this Section shall be cause for termination.
- 5.1. REGULATORY REQUIREMENTS/SAFETY. Goods and/or Services supplied by Contractor shall meet all applicable health, safety, and other federal, state, and/or local regulatory agency requirements applicable to the Goods and/or Services.
- 5.2. CLEAN-UP. If Contractor, its agents, employees, or subcontractors perform onsite Services, Contractor, at its cost, shall remove all excess materials, equipment, packaging, and garbage within the scope of its performance of Services and leave that portion of the premises in which the work was performed in a clean condition. Should Contractor fail to clean up a site after completion of work, Procuring Agency shall have the right to remove the materials and set off the cost of clean up against amounts owed to Contractor.
- 5.3. ACCIDENT AND INJURY REPORTING. If Contractor, its agents, employees, or subcontractors are present at Procuring Agency's premises, Contractor promptly shall 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 Procuring Agency in any investigation of incidents.
- 5.4. ON SITE REQUIREMENTS. As applicable, while on Procuring Agency's premises or while interacting with Procuring Agency's personnel, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Procuring Agency's physical, fire, access, safety, health, and security requirements and not interfere with Procuring Agency's operations. Contractor represents and warrants that Contractor, its agents, employees, or subcontractors who access Procuring Agency's premises shall be adequately trained and at all times comply with Procuring Agency's requirements.
- 5.5. IT SECURITY POLICIES. Contractor, its agents, employees, or subcontractors shall comply with all Washington State IT security policies and standards which shall be made available to Contractor upon request.
- 5.6. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Goods and/or Services purchased under this Contract are subject to Procuring Agency's reasonable inspection, testing, and approval at Procuring Agency's destination. Procuring Agency reserves the right to reject and refuse acceptance of Goods and/or Services that are not in accordance with this Contract. If there are any apparent defects in the Goods and/or Services at the time of delivery, Procuring Agency promptly shall notify Contractor. At Procuring Agency's option, and without limiting any other rights, Procuring Agency may require Contractor to repair or replace, at Contractor's expense, any or all of the damaged Goods and/or Services or, at Procuring Agency's option, Procuring Agency may note any damage to the Goods and/or Services on the receiving report, decline acceptance, and deduct the cost of rejected Goods and/or Services from final payment.

6. PERFORMANCE OF SERVICES.

- 6.1. **OWNERSHIP OF DELIVERABLES.** Notwithstanding any provision to the contrary, the parties understand and agree that Procuring Agency shall own all rights to any plans, reports, or other deliverables provided to Procuring Agency 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's 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.
- 6.2. **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. Otherwise, any change in Key Staff must be agreed in writing between the parties. During the term of the Contract, Procuring Agency 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 Procuring Agency, subject to Procuring Agency's compliance with applicable laws and regulations. Contractor must provide Procuring Agency 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 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 Procuring Agency.

Procuring Agency must be notified of any change in Contractor Key Staff as soon as practicable but in no event less than five (5) 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 Procuring Agency as soon as practicable but in no event less than five (5) working days prior to the date that such staff begin work under this Contract. Procuring Agency reserves the right, in its sole judgement, to approve or reject such replacement staff. Procuring Agency's approval of such staff shall not be unreasonably withheld.

7. INVOICING & PAYMENT.

- 9.1 CONTRACTOR INVOICE. Contractor shall submit properly itemized invoices to Procuring Agency's designated invoicing contact for Goods and/or Services delivered under this Contract. Such invoices shall itemize the following:
- (a) Contract No. K5989
 - (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 delivery;
 - (e) Applicable Goods and/or Services;
 - (f) Invoice amount;
 - (g) Applicable taxes; and
 - (h) Payment terms, including any available prompt payment discounts.
- 7.2. PAYMENT. Procuring Agency's obligation to pay invoices is subject to receipt of a timely and accurate invoice and conforming Goods and/or Services. Unless Contractor has provided a prompt payment discount set forth in *Exhibit B – Prices for Goods/Services*, Procuring Agency's payment is due within thirty (30) days of invoice. Procuring Agency retains the right of setoff for any amount due or owing to Procuring Agency. Procuring Agency may make payments electronically (e.g., ACH payments). Contractor shall provide information necessary to facilitate electronic payments. If Procuring Agency fails to make timely payment(s), Contractor may invoice Procuring Agency in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment shall not be considered late if a check or warrant is mailed within the time specified.
- 7.3. OVERPAYMENTS. Contractor promptly shall refund to Procuring Agency 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 Procuring Agency 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 Procuring Agency interest at a rate of one percent (1%) per month on the amount overdue thirty (30) calendar days after notice to Contractor.
- 7.4. ADVANCE PAYMENT PROHIBITED. Except as authorized by law, Contractor shall not request or receive advance payment for any Goods and/or Services furnished by Contractor pursuant to this Contract.
- 7.5. 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, insurance, or payment processing.
- 7.6. TAXES/FEES. Contractor promptly shall 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, Procuring Agency 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 Procuring Agency, Procuring Agency has not provided Contractor with a valid exemption certificate from such federal excise taxes.

8. CONTRACT MANAGEMENT.

- 8.1. **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 contract administration for this Contract. Procuring Agency'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:

Procuring Agency

Attn: Stacey Beier

204 Hawley St

Lynden, WA 98264

Tel: (253) 678-0497

Email: stacey@redrazz.org

Contractor

Attn: Allison Beadle - Wild Hive

18281 FM 150 W #105-313

Driftwood, TX 78619

Tel: (512) 963-6930

Email: Allison.beadle@wildhive.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.

- 8.2. **CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE.** Contractor shall designate a customer service representative (and inform Procuring Agency of the same) who shall be responsible for addressing Procuring Agency's issues pertaining to this Contract.
- 8.3. **LEGAL NOTICES.** Any legal 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:

Procuring Agency

Attn: Stacey Beier

204 Hawley St

Lynden, WA 98264

Tel: (253) 678-0497

Email: stacey@redrazz.org

Contractor

Attn: Allison Beadle - Wild Hive

18281 FM 150 W #105-313

Driftwood, TX 78619

Tel: (512) 963-6930

Email: Allison.beadle@wildhive.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.

9. RECORDS RETENTION & AUDITS.

- 9.1. 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.
- 9.2. AUDIT. [Procuring Agency reserves the right to audit, or have a designated third-party audit, applicable records to ensure that Contractor properly has invoiced Procuring Agency. Accordingly, Contractor shall permit Procuring Agency 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.

10. INSURANCE.

- 10.1. REQUIRED INSURANCE. Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – 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.
- 10.2. 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, Procuring Agency 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 Procuring Agency's behalf in the State of Washington, and only to the extent of claims against Contractor by Procuring Agency 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 shall 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.

- 11. CLAIMS. 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. Procuring Agency has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any WA Red Raspberry Commission's property resulting directly or indirectly from Contractor's acts or omissions under this Contract.

- 11.2. **THIRD-PARTY CLAIMS; GENERAL INDEMNITY.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Procuring Agency 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") to the extent arising out of Contractor's or its successors', agents', and subcontractors' negligence, other tortious fault, or intentional misconduct under this Contract. 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) damages to property, data breach, and/or intellectual property infringement. Contractor shall take all steps needed to keep Procuring Agency'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.
- 11.3. **INTELLECTUAL PROPERTY INDEMNITY.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Procuring Agency and its employees and agents harmless from and 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 Procuring Agency's use of the 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 Procuring Agency the right to continue using the Goods and/or Services or, after consulting with Procuring Agency and obtaining Procuring Agency's consent, replace or modify the Goods and/or Services with substantially similar and functionally equivalent non-infringing Goods and/or Services.

12. 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.

13. SUSPENSION; EXPIRATION; TERMINATION; REMEDIES.

- 13.1. **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 shall not affect rights or obligations accrued or owed before the effective date of the termination notice.

- 13.2. TERMINATION FOR NONAPPROPRIATION OR REDUCTION OF FUNDS OR CHANGES IN LAW. Procuring Agency may suspend or terminate this Contract, at the sole discretion of Procuring Agency or, as applicable, if Procuring Agency 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 Procuring Agency'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, Procuring Agency shall reimburse Contractor for Goods properly ordered and/or Services properly performed until the effective date of said notice. Except as stated in this provision, in the event of termination for non-appropriation or reduction of funds or changes in law, Procuring Agency shall have no obligation or liability to Contractor.
- 13.3. TERMINATION FOR PUBLIC CONVENIENCE. Procuring Agency, for public convenience, may terminate this Contract; *Provided*, however, that such termination for public convenience must, in Procuring Agency's judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve Procuring Agency 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 public convenience, Procuring Agency shall not have any obligation or liability to Contractor.
- 13.4. EXPIRATION – PROCURING AGENCY'S OBLIGATIONS. Upon expiration of this Contract, Procuring Agency's shall accept and take delivery of all outstanding and not yet fulfilled orders and pay Contractor the price as set out in the Contract.
- 13.5. 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 Goods and/or 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 Procuring Agency all keys, badges, and other materials supplied by Procuring Agency pursuant to this Contract.
- 13.6. DEFAULT. Any of the following events shall constitute cause for Procuring Agency 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 fails to maintain the insurance coverages specified herein or timely provide to Procuring Agency the Certificate of Insurance and updates thereto specified herein;
 - (c) Contractor breaches any representation or warranty provided herein; or
 - (d) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.
- 13.7. SUSPENSION & TERMINATION FOR DEFAULT. Procuring Agency 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 Procuring Agency's reasonable satisfaction; *Provided*, however, that, if after twenty (20) days from such a suspension notice, Contractor

remains in default, Procuring Agency may terminate Contractor's rights under this Contract. All of Contractor's obligations to Procuring Agency survive termination of Contractor's rights under this Contract, until such obligations have been fulfilled.

13.8. REMEDIES FOR DEFAULT.

- (a) Procuring Agency'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, Procuring Agency 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 Procuring Agency 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.

13.9. 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 shall 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 Goods and/or 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.

13.10. 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 Procuring Agency all Goods and/or Services that are complete (or with approval from Procuring Agency, substantially complete) and Procuring Agency shall inspect, accept, and pay for the same in accordance with this Contract. Unless directed by Procuring Agency to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

14. PUBLIC INFORMATION & PUBLIC RECORDS DISCLOSURE REQUESTS.

14.1. 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.

14.2. CONTRACTOR'S OBLIGATION. Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records provided to Procuring Agency 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.

- 14.3. **PROCURING AGENCY'S OBLIGATION.** In the event that Procuring Agency 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 Procuring Agency, prior to disclosure, shall do the following: Procuring Agency's Public Records Officer shall 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, Procuring Agency shall redact or withhold the record(s) as appropriate. For records marked 'sensitive' or for records where Procuring Agency determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, Procuring Agency shall notify Contractor, at the address provided in the Contract, of the public records disclosure request and identify the date that Procuring Agency 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 Procuring Agency from such disclosure. In the event Contractor fails to timely file a motion for a court order enjoining such disclosure, Procuring Agency shall 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.

15. GENERAL PROVISIONS.

- 15.1. **TIME IS OF THE ESSENCE.** Time is of the essence for each and every provision of this Contract.
- 15.2. **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.
- 15.3. **NONDISCRIMINATION.**
- (a) **Nondiscrimination Requirement.** During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, 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.
 - (b) **Obligation to Cooperate.** 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).
 - (c) **Default.** Notwithstanding any provision to the contrary, Procuring Agency may suspend Contractor, including any subcontractor, 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 shall remain in place until Procuring Agency receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at

RCW 49.60.530(3), Procuring Agency may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor 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.

- (d) Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, 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. Procuring Agency shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Procuring Agency for default under this provision.

- 15.4. 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.
- 15.5. 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.
- 15.6. 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.
- 15.7. 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.
- 15.8. 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 Procuring Agency. Contractor shall not have authorization, express or implied, to bind Procuring Agency 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 Procuring Agency or the State of Washington, and Procuring Agency and the State of Washington shall not pay for or otherwise provide such coverage for Contractor and its employees and agents.
- 15.9. ASSIGNMENTS. Contractor may not assign its rights under this Contract without Procuring Agency's prior written consent and Procuring Agency may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to Procuring Agency within thirty (30) days, 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 majority 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.

- 15.10. **BINDING EFFECT; SUCCESSORS & ASSIGNS.** This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 15.11. **ASSIGNMENT OF ANTITRUST RIGHTS Regarding Purchased Goods and/or Services.** Contractor irrevocably assigns to Procuring Agency, 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 Procuring Agency's option, the right to control any such litigation on such claim for relief or cause of action.
- 15.12. **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, Procuring Agency 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 Procuring Agency for any price difference for such Goods and/or Services.
- 15.13. **FEDERAL FUNDS.** To the extent that Procuring Agency uses federal funds to purchase Goods and/or Services pursuant to this Contract, Procuring Agency 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.
- 15.14. **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.
- 15.15. **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.

- 15.16. 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.
- 15.17. 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.
- 15.18. JURISDICTION & 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.
- 15.19. ATTORNEYS' FEES. In the event of litigation or other action brought to enforce this Contract, each party shall bear its own attorneys' fees and costs.
- 15.20. FAIR CONSTRUCTION & 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.
- 15.21. 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.
- 15.22. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Contract in their entirety.
- 15.23. CAPTIONS & 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.
- 15.24. 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.
- 15.25. COUNTERPARTS. This 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 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 Contract.

EXECUTED as of the date and year first above written.

**WA RED RASPBERRY COMMISSION,
A WASHINGTON STATE AGENCY**

Beadle Consulting LLC dba Wild Hive

By: _____

By: _____

Its: _____

Its: _____

INCLUDED GOODS/SERVICES

Develop and implement a marketing program designed to increase awareness of and build demand for Washington raspberries among consumers, retailers, foodservice, and food manufacturers.

Program Execution:

Messaging and Materials:

- Development of evolved consumer and industry messaging, consumer campaign development.
- Refreshed content and design of WRRRC's B2B Guide toolkit.

Media Engagement:

- Strategy, engagement, and management of media partners, including but not limited to audio advertising campaign execution (with a focus on podcasts and radio.)
- Media relations to consumers and trade media.
- Planning, coordination, and execution of Harvest Tour with a focus on media, influencers, and regional stakeholder audiences, to be approved by WRRRC.

Digital and Social Media Marketing:

- Strategy, trend mining, and social listening to inform both WRRRC's owned social and digital content as well as influencer engagement and related creative brief.
- Influencer outreach and management, including identification, contracting, coordination, oversight, and execution of influencer partnerships and related content on behalf of WRRRC; also inclusive of related paid amplification of influencer content in social channels.
- Management of and content development for WRRRC's owned and social media, including paid amplification.
- Ongoing maintenance and updates to RedRazz.org website, development of new assets and content.

Strategic Industry and Network Access:

- Benefit from access to a well-established network of industry professionals, influencer, and media contacts. These relationships have been built and nurtured over several years and leveraged to secure earned media opportunities, expand campaign reach, and accelerate brand visibility. This network is not only a value-add, but a key driver of campaign success, providing immediate connectivity and credibility within the industry.

Program Management:

- Ongoing management and oversight of marketing efforts, including ongoing status meetings and updates.
- In-person involvement at Annual meeting/ Small Fruit Conference (1 Wild Hive Staff)
- Participation in quarterly promotion committee and board meetings
- Grant research and writing
- Measurement and reporting
- Fiscal year planning

PRICES FOR GOODS/SERVICES

The contract is valued at up to \$2.2 million over three years, with an initial year commitment of \$600,000. Funding for subsequent years will depend on industry performance, with annual budgets set at the start of each fiscal year and potentially reaching up to \$800,000 per year.

Below is the outline for the first-year budget/deliverables.

| Service | Cost | Deliverable | Delivery Date |
|----------------------------------|-----------|--|---|
| Messaging and Materials: | \$27,000 | Development of evolved consumer and industry messaging, consumer campaign development, refreshed content and design of WRRC's B2B Buyers Guide toolkit | Monthly reports, concluding with Final Report at end of Annual contract |
| Media Engagement: | \$234,500 | Strategy, engagement, and management of media partners, including but not limited to audio advertising campaign execution (with a focus on podcasts and radio) <ul style="list-style-type: none"> • Media relations to consumer and trade media • Planning, coordination, and execution of Harvest Tour with focus on media, influencers, and regional stakeholder audiences, to be approved by WRRC | Monthly reports, concluding with Final Report at end of Annual contract |
| Digital & Social Media Marketing | \$226,500 | Strategy, trend mining, and social listening to inform both WRRC's owned social and digital content as well as influencer engagement and related creative brief <ul style="list-style-type: none"> • Influencer outreach and management, including identification, contracting, | Monthly reports, concluding with Final Report at end of Annual contract |

| | | | |
|--------------------|-----------|--|---|
| | | <p>coordination, oversight and execution of influencer partnerships and related content on behalf of WRRRC; also inclusive of related paid amplification of influencer content in social channels</p> <ul style="list-style-type: none"> • Management of and content development for WRRRC's owned and social media, including paid amplification Ongoing maintenance and updates to RedRazz.org website, development of new assets and content | |
| Program Management | \$112,000 | <ul style="list-style-type: none"> • Ongoing management and oversight of marketing efforts, including ongoing status meetings and updates • In-person involvement at the Annual meeting I Small Fruit Conference (1 Wild Hive staff) • Participation in quarterly promotion committee and board meetings • Grant research and writing • Measurement and reporting • Fiscal year planning | Monthly reports, concluding with Final Report at end of Annual contract (Feb. 17, 2026) |
| TOTAL (Year one) | \$600,000 | | |

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Contract, Contractor shall 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 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 Contract.
 - b. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.
 - c. **EMPLOYER'S LIABILITY (STOP GAP) INSURANCE.** Employer's liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.
 - d. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.** 'Symbol 1' Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.

The insurance coverage limits set forth above may be satisfied by any combination of primary, umbrella, or excess policy. The insurance coverage limits set forth herein are the minimum. Contractor's insurance coverage 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. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING.** Any required 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. Procuring Agency reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** When specified as a required insurance coverage (see § 1 – Insurance Obligation, above), Commercial General Liability, Commercial Automobile Liability, and Pollution Liability Insurance shall include the State of Washington and all authorized Procuring Agency (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.

4. **CERTIFICATE OF INSURANCE.** Prior to execution of the Contract, Contractor shall furnish to Procuring Agency, as evidence of the insurance coverage required by this Contract, a certificate of insurance satisfactory to Procuring Agency that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) days prior to coverage expiration, Contractor shall furnish to Procuring Agency an updated or renewed certificate of insurance, satisfactory to Procuring Agency, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, shall result in Contractor suspension and/or contract termination. **All policies and certificates of insurance shall include the Contract number stated on the cover of this Contract.** All certificates of Insurance and any related insurance documents shall be sent via email to Procuring Agency at the email address set forth below:

Email: stacey@redrazz.org

Note: For Email notice, the Email Subject line must state:

**Contract Insurance Certificate – Contract No. K5989 – Domestic
Marketing and Promotion of Washington Red Raspberries**

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 Procuring Agency. All insurance or self-insurance of the State of Washington and/or Procuring Agency 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. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and 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 Procuring Agency 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 Procuring Agency. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Contract number stated on the cover of this Contract.
9. **EXTENDED REPORTING PERIOD.** If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Contract.

* * * END OF INSURANCE REQUIREMENTS * * *