

**SERVICE CONTRACT
THE STATE OF WASHINGTON
OFFICE OF THE SECRETARY OF STATE and
[_____ (NAME OF CONTRACTOR)]**

This Contract is made and entered into by and between the Office of the Secretary of State (“OSOS”) and (_____ Name of Contractor) (“Contractor”) for the express purpose set forth below:

PURPOSE

The purpose of this Contract is to develop and implement a comprehensive training program for nonprofit corporations and charities.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, OSOS and Contractor mutually agree as follows:

1. STATEMENT OF WORK; TERMS AND CONDITIONS

The Contractor agrees to furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of work set forth in the Statement of Work.

The Special Terms and Conditions, and the General Terms and Conditions, govern the work to be performed under this Contract, the nature of the relationship between OSOS and Contractor, and specific obligations of both parties.

2. PERIOD OF PERFORMANCE

The period of performance is July 15, 2019, through June 30, 2021.

3. COMPENSATION AND PAYMENT

A. Amount of Compensation. OSOS will pay an amount not to exceed _____ (\$ _____) for the performance of all things necessary for or incidental to the performance of work as set forth in the Statement of Work.

B. Billing Procedures. Contractor will submit invoices to the OSOS Project Manager not more often than monthly.

OSOS will pay for approved and completed work, by warrant or electronic account transfer, within 30 calendar days of receipt of an invoice containing all information required for processing. The Contractor must provide OSOS with their Statewide Vendor number (SWV#). The Contract number and SWV number must be referenced on each reimbursement claim in order for the claim to be processed. OSOS may, in its sole discretion, terminate this Contract or withhold payments claimed by Contractor for services rendered if Contractor fails to satisfactorily comply with any terms or conditions of this Contract.

Contractor will invoice, collect and pay any applicable Washington State Sales tax. OSOS will make no payments in advance or in anticipation of service or supplies to be provided under this Contract.

4. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Contractor certifies that Contractor is not debarred, suspended, or proposed for debarment by the federal government.

5. CONTRACT MANAGEMENT

The Project Manager for each of the parties identified below shall be the contact person for communications regarding the performance of this Contract. Invoices shall be sent to the OSOS Project Manager.

Project Manager for the Contractor is:

Name

Address

Phone:

Fax:

E-mail address:

Project Manager for the OSOS is:

Name

Address

Phone:

Fax:

E-mail address:

6. INSURANCE

Contractor is required, at all times during the term of the Contract, at its own cost and expense, to provide a program of self-insurance or buy and maintain insurance of the types and amounts listed below. Contractor agrees to provide OSOS with written notice before cancellation or non-renewal of any insurance required under the terms of this Contract. If Contractor fails to buy and maintain the required insurance, or fails to maintain an adequate program of self-insurance, OSOS may terminate the Contract.

The intent of the required insurance is to protect the state of Washington, its elected and appointed officials, agents and employees against any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of Contractor or subcontractor, or agents of either, while performing under the terms of this Contract. By requiring insurance herein, OSOS does not represent that coverage and limits will be adequate to protect Contractor and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the State in this Contract.

COMMERCIAL GENERAL LIABILITY (CGL) INSURANCE

Contractor agrees to maintain general liability (CGL) insurance, and, if necessary, commercial umbrella insurance with a limit of at least (\$1,000,000) per each occurrence. If such CGL insurance contains aggregate limits, the General Aggregate limit must be at least twice the

“each occurrence” limit. CGL insurance must have products-completed operations aggregate limit of at least two times the “each occurrence” limit.

CGL insurance must be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage), and must cover liability arising out of premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition.

EMPLOYERS LIABILITY (STOP GAP) INSURANCE

Contractor must buy employers liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 per each accident for bodily injury by accident or \$1,000,000 per each employee for bodily injury by disease.

AUTOMOBILE INSURANCE

If worked performed pursuant to this Contract involves the use of vehicles, owned or unowned by Contractor, Contractor must maintain automobile insurance with a limit of at least \$1,000,000 per accident using a Combined Single Limit for bodily injury and property damage. Contractor waives all rights of subrogation against State for recovery of damages to the extent they are covered by covered by automobile insurance or commercial umbrella liability insurance.

Automobile insurance coverage must be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary the policy shall be endorsed to provide contractual liability coverage and cover a “covered pollution cost or expense” as provided in the 1990 or later editions of CA 00 01.

The insurance required must be issued by an insurance company/ies authorized to do business within the state of Washington, and must name the Office of the Secretary of State, State of Washington, its agents and employees as additional insureds on all general liability, umbrella, excess, and property insurance policies. These policies are primary to any other valid and collectable insurance. The Contractor agrees to instruct its insurers to give Contractor 30 days advance notice of any insurance cancellation.

The Contractor must submit to OSOS, within 7 days of the Contract’s Effective Date, a certificate of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in the Contract, or a complete description of the self insurance program and a financial statement showing the status of the self-insurance fund.

7. INDUSTRIAL INSURANCE COVERAGE

Contractor is required to comply with all applicable provisions of Title 51 RCW, the Industrial Insurance Act.

If the Contractor or any subcontractor is exempt from the Industrial Insurance Act, the Contractor agrees to provide workers compensation coverage for all employees of Contractor and/or employees of any subcontractor not covered under Washington’s Industrial Insurance Act. Coverage must include bodily injury (including death) by accident or disease, which arises-out of or in connection with the performance of this Contract. Except as prohibited by law,

Contractor waives all rights of subrogation against State for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial general liability or commercial umbrella liability insurance.

If Contractor or subcontractor fails to comply with the Industrial Insurance Act or otherwise fails to provide workers compensation coverage ;-as described above, Contractor will indemnify State for all fines, payment of benefits to Contractor or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to State by Contractor pursuant to the indemnity agreement may be deducted from any payments owed by State to Contractor for performance of this Contract.

8. ORDER OF PRECEDENCE

Each of the exhibits listed below is by this reference hereby incorporated into this Contract. In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- i. Applicable Federal and Washington State statutes, rules, and regulations;
- ii. Special Terms and Conditions as contained in this Contract;
- iii. General Terms and Conditions;
- iv. Statement of Work;
- v. Contractor's response to RFP 19-04;
- vi. RFP 19-04; and
- vii. Any other provision, term, or material incorporated by reference or otherwise incorporated.

9. ENTIRE AGREEMENT

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

10. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

11. APPROVAL AND AMENDMENTS

This Contract is subject to the written approval of OSOS' authorized representative and is not binding until so approved. This Contract may be altered, amended, or waived only by written amendment executed by both parties.

THIS CONTRACT is executed by the persons signing below who warrant that they have the authority to execute this Contract.