

Exhibit B
Sample Contract

**SERVICE CONTRACT
THE STATE OF WASHINGTON
OFFICE OF THE SECRETARY OF STATE
WASHINGTON STATE LIBRARY DIVISION
and**

[_____ (NAME OF CONTRACTOR)]

This Contract is made and entered into by and between the Office of the Secretary of State, P.O. Box 42460, Olympia, Washington 98504-2460 ("OSOS") and (Name and address of Contractor) ("Contractor") for the express purpose set forth below:

PURPOSE

This Contract will digitize up to 50,000 newspaper page images per year. Contractor will process said images via OCR conversion and metadata creation with an awareness of the Library of Congress' National Digital Newspaper Program technical standards.

OSOS will provide raw TIFF images created to NDNP standards as uncompressed, 8-bit grayscale, 300-400 dpi, which will need to be cropped & deskewed; issue structure, Optical Character Recognition (OCR) conversion (page level), METS/ALTO data standards applied; and have dates/page number metadata added. [Option selected as per RFQQ 16-03 described here.](#)

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: GENERAL TERMS AND CONDITIONS

The Contractor shall 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 (attached hereto and incorporated herein as Exhibit B).

The General Terms and Conditions (attached hereto and incorporated herein as Exhibit A) 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 of any contract resulting from this RFP is tentatively scheduled to begin on or about September 24, 2015 and to expire on August 31, 2016 with an extension option.

3. OPTION TO EXTEND THE TERM OF THE CONTRACT.

An extension of the contract will be for September 1, 2016 through August 31, 2017 for the first option year and September 1, 2017 through August 31, 2018 for the second option year. The option extending the period of performance, if any, shall be at the sole discretion of OSOS.

4. COMPENSATION AND PAYMENT

A. Amount of Compensation. OSOS shall 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. Contractor's compensation for

Exhibit B
Sample Contract

services rendered hereunder shall be based on the following rates or in accordance with the following terms:

B. Expenses. Contractor shall receive reimbursement for the expenses identified below or as authorized in advance by OSOS as reimbursable. The maximum amount to be paid to Contractor for authorized expenses shall not exceed \$ _____, which amount is included in this Contract total in Paragraph A, "Amount of Compensation."

C. Billing Procedures. Contractor shall submit invoices to the OSOS Project Manager (as identified in Section 6 below) not more often than monthly.

Invoices shall be submitted for expenses on the following annual schedule:

For expenses	Submit by
From October 1 through June 30	July 31
From July 1 through September 30	October 31

Payment for approved and completed work will be made by warrant or account transfer by OSOS within 30 calendar days of a satisfactorily completed invoice. Satisfactorily completed is defined as having all the information required for processing by OSOS Financial Services. In addition to a Federal Tax ID number, the Contractor must provide OSOS a Statewide Vendor Number (SWV#). Payment cannot be made without these numbers on file. **The Contract number S-4989 and Statewide Vendor 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.

No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by OSOS.

Payment shall be sent to the address designated by Contractor.

5. CERTIFICATE OF DEBARMENT AND SUSPENSION

If the value of this Contract exceeds \$25,000, or if at any time during the Contract Term, the value of this Contract exceeds \$25,000, Contractor shall complete, sign and submit the Certificate of Debarment and Suspension (attached and incorporated hereto as Exhibit C) to OSOS prior to the Effective Date or within 5 business days of the date the value of this Contract exceeds \$25,000.

6. 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.

Exhibit B
Sample Contract

Project Manager for the Contractor is:	Project Manager for the OSOS is:
Name Address Phone: Fax: E-mail address:	<p><u>Shawn Schollmeyer</u> Office of the Secretary of State Washington State Library P.O. Box 42460 Olympia, Washington 98504-2460</p> <p>Phone: 360.570.5568 Fax: 360.586.7575 E-mail: shawn.schollmeyer@sos.wa.gov</p>

<u>Billing Contact for OSOS is:</u>
<p><u>Bea Huynh-Tien</u> State of Washington Office of the Secretary of State Financial Services, Operations Division P.O. Box 40224 Olympia, WA 98504-0224 Phone: (360) 704-5267 E-mail address: bea.huynhtien@sos.wa.gov</p>

7. INSURANCE

Contractor shall provide a program of self insurance or the following insurance coverage as set out in this Section. The intent of the required insurance is to protect the state of Washington (“State”), its elected and appointed officials, agents and employees should there be 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, State 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.

Contractor shall, at all times during the term of the Contract at its own cost and expense buy and maintain insurance of the types and amounts listed below. OSOS shall be provided written notice before cancellation or non-renewal of any insurance referred to therein. Failure to buy and maintain the required insurance may result in the termination of the Contract at OSOS option.

COMMERCIAL GENERAL LIABILITY (CGL) AND EMPLOYERS LIABILITY INSURANCE

Contractor shall maintain general liability (CGL) insurance, and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the “each occurrence” limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the “each occurrence” limit.

CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall 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

Exhibit B
Sample Contract

another assumed in a business contract), and contain separation of insureds (cross liability) condition.

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

EMPLOYERS LIABILITY (STOP GAP) INSURANCE

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

WORKERS COMPENSATION INSURANCE

Contractor shall comply with all state of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor. Coverage shall 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 all state of Washington workers' compensation statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Contractor shall indemnify State. Indemnity shall include 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.

BUSINESS AUTO POLICY (BAP)

In the event that services delivered pursuant to this Contract involve the use of vehicles, either owned or unowned by Contractor, automobile liability insurance shall be required. The minimum limit for automobile liability is:

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident using a Combined Single Limit for bodily injury and property damage. Such insurance shall cover liability arising out of "Any Auto." Contractor waives all rights of subrogation against State for recovery of damages to the extent they are covered.

Business auto coverage shall 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.

Contractor waives all rights against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of

Exhibit B
Sample Contract

subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall 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. All policies shall be primary to any other valid and collectable insurance. The Contractor shall instruct its insurers to give the Purchaser 30 days advance notice of any insurance cancellation.

The Contractor shall 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.

9. 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
Special Terms and Conditions as contained in this Contract
- ii. Exhibit A – General Terms and Conditions
- iii. Exhibit B – Statement of Work
- iv. Exhibit C – Certificate of Debarment and Suspension
- v. Exhibit D – Contractor's response to the solicitation
- vi. Exhibit E – RFQQ No.16-03
- vii. Any other provision, term, or material incorporated by reference or otherwise incorporated

10. 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.

11. 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.

