

SERVICE CONTRACT
THE STATE OF WASHINGTON
OFFICE OF THE SECRETARY OF STATE
WASHINGTON STATE LIBRARY DIVISION
And
(CONTRACTOR)

This Service Contract (this "Contract") is made and entered into by and between the Washington, 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 purposes set forth in the following provisions of this Contract.

PURPOSE

WHEREAS, the purpose of this Contract is to provide for newspaper preservation microfilming, secure storage of master negatives, and production and selling of duplicate service copies of microfilm.

NOW, THEREFORE, in consideration of the terms and conditions contained herein or attached thereto, the OSOS and Contractor mutually agree as follows:

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.

PERIOD OF PERFORMANCE

The period of performance under this Contract will be from the date of execution September 31, 2015.

OPTION TO EXTEND THE TERM OF THE CONTRACT.

The OSOS reserves the right to extend the contract for two one-year periods.

COMPENSATION and PAYMENT

The OSOS shall pay an amount not to exceed \$_____ for the active year described herein for the performance of all things necessary for or incidental to the performance of work set forth in the Statement of Work. Contractor's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

BILLING PROCEDURES

Time and Method of Payment:

The OSOS will pay Contractor upon receipt of properly completed invoices, which shall be submitted to the Project Manager not more than once a month. **The Contract Number S- _____**

must be referenced on the invoice in order for the invoice to be processed. The invoices shall describe and document to the OSOS’s satisfaction a description of the work performed, the progress of the project, and fees. If expenses are invoiced, provide a detailed breakdown of each type of expense.

Payment shall be considered timely if made by the OSOS within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

The OSOS may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to comply satisfactorily with any terms or conditions of this Contract.

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

CONTRACT MANAGEMENT

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

Any notices required under this Contract shall be sent to the following persons at the addresses shown below, unless written notice modifying this information is received from either party:

Project Manager for the Contractor is:	Project Manager for the OSOS is:
Name Address Phone: Fax: E-mail address:	Address City, State, Zip Code Phone: () Fax: () E-mail address:

INSURANCE

Contractor shall provide a program of self insurance or the following insurance coverage as set out in this Section 7. 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 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 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.

GOVERNING LAW

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for Thurston County.

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. 15-04
- vii. Any other provision, term, or material incorporated by reference or otherwise incorporated

CONFORMANCE

If any provision of this Contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

ENTIRE AGREEMENT

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

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.

APPROVAL; AMENDMENTS

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

APPROVAL

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

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

CONTRACTOR NAME

OFFICE OF THE SECRETARY OF STATE

Authorized Signatory Date
Title: _____

Greg Lane Date
Deputy Secretary of State

APPROVED TO FORM:
Attorney General's Office