

Exhibit B

THE STATE OF WASHINGTON
OFFICE OF THE SECRETARY OF STATE
ARCHIVES AND RECORD MANAGEMENT DIVISION
and
(CONTRACTOR)
CONTRACT FOR PURCHASED SERVICES

This Contract is made and entered into by and between the Office of the Secretary of State, P.O. Box 40220, Olympia, Washington 98504-0220 ("AGENCY") and (Name and address of CONTRACTOR) ("CONTRACTOR") for the express purpose set forth below:

PURPOSE

WHEREAS, the purpose of this Contract is to provide Micrographic Services to meet Washington State Standards on Processing, Browntoning, Polyester, and Silver duplicating. Contractors must have the resources and ability to generate a roll of 16mm and 35mm microfilm from File Transfer Protocol or "FTP" site;

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

STATEMENT OF WORK

The CONTRACTOR will provide services, staff, and otherwise do all things necessary for or incidental to the performance or work set forth below:

[Drawn from RFQQ and proposal]

This Contract contains the General Terms and Conditions governing the work performed under this Contract, the nature of the relationship between the AGENCY and the CONTRACTOR, and specific obligations between the parties.

PERIOD OF PERFORMANCE

The period of performance under this Contract will be from the date of execution through January 31, 2013.

COMPENSATION and PAYMENT**A. Amount of Compensation**

The AGENCY shall pay an amount not to exceed \$_____ 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 AGENCY will pay CONTRACTOR upon receipt of properly completed invoices, which shall be submitted to the Project Manager not more than once a month. The invoices shall describe and document to the AGENCY'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. Any single expense in the amount of \$50.00 or more must be accompanied by a receipt in order to receive reimbursement.

Exhibit B

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

The AGENCY 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 AGENCY.

CONTRACT MANAGEMENT

The Project Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this Contract.

| Project Manager for the CONTRACTOR is: | Project Manager for the AGENCY is: |
|---------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Contractor Name Address City, State, Zip Code Phone: () Fax: () E-mail address: | Baylen Limasa 6340 Capitol Blvd S. P.O. Box 40240 Olympia, WA 98504-0240 Phone: 360.236.5080 Fax: 360.236.5096 baylen.limasa@sos.wa.gov |

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

The Exhibits listed below are incorporated herein by reference. In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and state of Washington statutes and regulations
- Sections of the body of this Contract
- Exhibit A – General Terms and Conditions
- Exhibit B – Contractor Response
- Exhibit C - RFQQ
- Any other provision, term, or material incorporated herein by reference

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 exhibits, 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.

Exhibit B

Federal Employer ID Number _____.
Washington State Uniform Business Identifier Number _____.

APPROVAL

This Contract shall be subject to the written approval of the AGENCY'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 consisting of _____ pages and Exhibits A, B, and C is executed by the persons signing below who warrant that they have the authority to execute this Contract.

CONTRACTOR

OFFICE OF THE SECRETARY OF STATE

Authorized Signatory

Date

Eleanor Dovey
Financial Services Manager

Date

Title

APPROVED TO FORM:
Attorney General's Office

