

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

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

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

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 Contractors proposal]

This Contract contains the General Terms and Conditions governing the work performed under this Contract, the nature of the relationship between the OSOS 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 June 30, 2021.

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.

EXHIBIT B Sample Contract

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. Billings shall be sent to the OSOS Project Manager. Should questions arise during processing of invoices send inquiries to payables@sos.wa.gov.

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:

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.

Wage Theft Warranty

Contractor warrants that, as of the date of signing this Agreement, Contractor has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries (L&I) or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52 within the last 3 years. Contractor further warrants that it will remain free of willful wage violations during the life of this Agreement. Contractor will immediately notify OSOS of any finding of such willful violation entered by L&I or by any court during the term of this Agreement.

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:

EXHIBIT B Sample Contract

- Applicable Federal and state of Washington statutes and regulations
- Clauses of the body of this Contract
- Addendum A – General Terms and Conditions
- Addendum B – Contractor Response to RFQQ 20-01
- Addendum C – RFQQ 20-01
- 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 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.

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**OFFICE OF THE SECRETARY OF STATE**

Authorized Signatory Date
Title: _____

Sheri Nelson Date
Deputy Secretary of State

APPROVED TO FORM:
Attorney General's Office