

**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, P.O. Box 40220, Olympia, Washington 98504-0220 (“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 online access via a user friendly web portal and a stable hosting platform. The website will allow users to perform advanced search techniques for full-text searchable OCR and metadata-rich content created using the Library of Congress’ METS/ALTO standards, as listed in the 2018 National Digital Newspaper Program (NDNP) Technical Guidelines ([http://www.loc.gov/ndnp/guidelines/NDNP\\_201820TechNotes.pdf](http://www.loc.gov/ndnp/guidelines/NDNP_201820TechNotes.pdf)).

The website will provide a similar or improved user experience that allows growth for long-term preservation and access. The website will reflect OSOS branding and design consistent with other agency websites.

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:

OSOS will provide raw TIFF images created to NDNP technical standards (e.g. 8-bit, grayscale, uncompressed TIFF, with Optical Character Recognition (OCR) & METS/ALTO metadata already applied). Deliverable images may also include JP2000 and PDF files if appropriate. Data delivery should be seamless, ideally through an FTP system or other similar secure file delivery system suitable for large amounts of data (e.g. 300-500 gigabytes per image batch). Data should be uploaded regularly, within a consistent agreed upon amount of time, for public access via the web platform. Vendor would maintain website and data storage for public access 24/7.

[ Contractors solution is 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 to June 30, 2023 with options for extensions.

**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 identified below shall be the contact person for communications regarding the performance of this Contract. Invoices shall be sent to the OSOS Project Manager. Should questions arise during processing of invoices send inquiries to [payables@sos.wa.gov](mailto:payables@sos.wa.gov).

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

**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.

