

**THE STATE OF WASHINGTON**  
**OFFICE OF THE SECRETARY OF STATE**  
**ARCHIVES AND RECORD MANAGEMENT DIVISION**  
**and**  
**(CONTRACTOR)**  
**SERVICE CONTRACT**

This Contract is made and entered into by and between the Office of the Secretary of State, Archives and Record Management Division, P.O. Box 40238, Olympia, Washington 98504-0238 (“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 Micrographic Processing Services that meet or exceed the Washington State Standards for the Production and Use of Microfilm. Contractor will generate rolls of 16mm and 35mm microfilm from input provided via File Transfer Protocol or “FTP” site;

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 for twelve (12) months with options for extensions.

**OPTION TO EXTEND THE TERM OF THE CONTRACT.**

(a) The OSOS may extend the term of this contract by written notice to the Contractor within thirty (30) calendar days of the termination date; provided that the OSOS gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) calendar days before the contract expires. The preliminary notice does not commit the OSOS to an extension.

(b) If the OSOS exercises this option, the extended Contract shall be considered to include this option clause.

(c) The total duration of this Contract, including the exercise of any options under this clause, shall not exceed five (5) years.

**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- 4486 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. Billings shall be sent to the OSOS Billing Contact.

For audit and tax purposes, the following is the Contractor’s identifying information:

Federal Employer ID Number \_\_\_\_\_.  
 Washington State Uniform Business Identifier Number \_\_\_\_\_.

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:
<p><b>Name</b> XXXXXXXX  <b>Address</b>   <b>Phone:</b>  <b>Fax:</b>  <b>E-mail address:</b></p>	<p><b>Terry Badger</b>                      1129 Washington St SE                      P.O. Box 40238                      Olympia, WA 98504-0238                      Phone: 360.586.1602                      Fax: 360.664.8814  <a href="mailto:terry.badger@sos.wa.gov">terry.badger@sos.wa.gov</a></p>

<b><u>Billing Contact for the OSOS is:</u></b>
<p><b><u>Bea Huynh-Tien,</u></b>          State of Washington          Office of the Secretary of State          Financial Services          P.O. Box 40224          Olympia, WA 98504-0224          Phone: 360.236.5062          Fax: 360.236.5044  <a href="mailto:bea.huynhtien@sos.wa.gov">bea.huynhtien@sos.wa.gov</a></p>

**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
- Clauses of the body of this Contract
- Addendum A – General Terms and Conditions
- Addendum B – Contractor Response to RFQQ 13-06
- Addendum C – RFQQ 13-06
- Addendum D – Microfilm box label example
- Addendum E - Washington State Standards For Production of Microfilm
- 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: \_\_\_\_\_

\_\_\_\_\_  
Eleanor Dovey Date  
Financial Services Manager

APPROVED TO FORM:  
Attorney General's Office