COMMERCIAL PROVISIONS

SECTION 3 - SAMPLE CONTRACT FORM

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Sample Contract Form

SAMPLE CONTRACT FORM
"SAMPLE ONLY - DO NOT EXECUTE"

Contract No. _____

City of Seattle

GOODS AND SERVICES CONTRACT
FOR

STREETCAR VEHICLES

This contract is by and between the City of Seattle ("City") and
and _____ ("Contractor")

Recitals
The City enters into this contract as a result of an RFP issued by the City on March 1, 2011, with a selection and evaluation process. The funding authority for this contract was authorized by City Council on XXXXX, 2011 through Seattle Municipal Code XXXX.

1. Term

Unless terminated sooner under the provisions of this contract or amended for additional time, the term of this

contract shall be five years, from _____ to _____

2. Contract Provisions

Every provision of the documents below is incorporated in this contract by reference. Any conflict between or among any of the documents listed below shall be resolved in accordance with the order of precedence set forth below.

A. Written contract modifications executed by the parties after contract award;

B. This contract form:

C. Addenda issued by the City prior to receipt of Proposals, as well as addenda issued during discussions;

D. Special Provisions as set forth in the Request For Proposal;

E. General Provisions as set forth in the Request For Proposals;

F. Instructions to Proposers as set forth in the Request For Proposals;

G. The Technical Specifications set forth in the Request For Proposal for this contract. Conflicts between the Specifications and Drawings shall be resolved in favor of the better quality or the greater quantity, as applicable; and

H. Contractor's Proposal, to include all supplements, and as finally amended by the Contractor's Best and Final Offer.

3. Scope of Services

Contractor shall perform the tasks identified in the above documents within the time frame and budget stated.

4. Funding

The total contract price, including all design and manufacturing work, shall not exceed $ _____ .

5. CERTIFICATE OF COMPLIANCE WITH WASHINGTON TAX LAWS

By executing this contract, Contractor certifies under penalty of perjury, that Contractor is, to the best of Contractor's knowledge, not in violation of any Washington tax law.

CONTRACTOR	**CITY OF SEATTLE**
By: _____	By: _____
(Signature)	(Signature)
Name: _____	Name: Nancy Locke
Title: _____	Title: City Purchasing and Contracting Services Director
Address: _____	
_____	_____