

**CONTRACT FOR PERSONAL SERVICES  
BETWEEN  
THE STATE OF WASHINGTON,  
OFFICE OF THE SECRETARY OF STATE,  
WASHINGTON STATE LIBRARY DIVISION,  
AND  
\_\_\_\_\_ (NAME OF CONTRACTOR)**

This Contract is made and entered into by and between the state of Washington, Office of the Secretary of State, Washington State Library Division, P.O. Box 40220, Olympia, Washington 98504-0220, hereinafter referred to as the "AGENCY," and **(Name of Contractor)**, hereinafter referred to as the "CONTRACTOR," for the express purposes set forth in the following provisions of this contract.

**PURPOSE**

The purpose of this contract is: to train library staff in how to facilitate online and in-person peer learning experiences and how to create online venues for peer learning. The Consultant will monitor initial peer learning sessions in order to provide feedback, act as a resource person and mentor for staff as they are learning the techniques, provide technical expertise in the initial peer learning experiences, assist in developing a successful methodology for peer learning in libraries and develop an instrument for measuring the success and effectiveness of the peer learning effort. The result will be a model that can be used to implement and assess peer learning in many settings.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the AGENCY and CONTRACTOR mutually agree as follows:

**STATEMENT OF WORK**

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

The CONTRACTOR will train WSL staff in peer learning techniques, develop a methodology for staff to use peer learning with libraries across the state, provide technical expertise and guidance, develop a method to evaluate the success of the peer learning experience, and prepare a final report.

**Specific Responsibilities of the CONTRACTOR**

- A. Coordinate with the Washington State Library staff.  
CONTRACTOR will work with the Library Development program manager, Library Development assistant manager, Library Development associate manager (LSTA Coordinator), Training Coordinator, and Renew Washington project manager. The project manager will be the key contact.
- B. Develop a work plan and a mutually agreed upon time schedule in which to complete the project goals and activities.
- C. Develop curriculum and present training on peer learning and online facilitation to Washington State Library staff.

CONTRACTOR will conduct face-to-face and online training sessions for approximately 20 staff of the Washington State Library at times mutually agreed upon. At least one face-to-face session is required.

- D. Develop a process for State Library staff to conduct peer learning sessions for libraries across the state.

CONTRACTOR will work with State Library staff to set up a process, develop a format, provide tools, and develop any other approaches/materials for State Library staff to set up peer learning sessions for libraries across the state, especially the "Renew Washington" grant recipient libraries. This will be a model that can be adopted in numerous projects and by library staff across the state.

- E. Provide technical expertise

CONTRACTOR will work with staff in providing a minimum of three (3) different peer learning sessions for Renew Washington grantee libraries across the state. The CONTRACTOR will monitor and provide feedback for each session. The CONTRACTOR will serve as a resource person and mentor for staff members who are conducting peer learning efforts during the contract period.

- F. Develop an instrument for measuring the effectiveness of peer learning sessions.

CONTRACTOR will develop a methodology, process, and instrument to evaluate the peer learning sessions that staff will be conducting. This will be a model that can be adopted in numerous projects and by library staff across the state.

- G. Provide a final report on the work of the contract

CONTRACTOR will review and analyze the success and the lessons learned of the project and provide recommendations for the future in a final report.

Exhibit A contains the General Terms and Conditions governing the work to be performed under this contract, the nature of the relationship between the AGENCY and the CONTRACTOR, and specific obligations of both parties.

The CONTRACTOR shall produce the following written reports or other written documents (deliverables) by the dates indicated below:

- Workplan and mutually agreed upon timetable.
- Curriculum for training staff of WashingtonState Library
- Methodology and approach for State Library staff to work with libraries.
- Evaluation instrument/method for measuring the success of the peer learning experience.
- Evaluation/final report of the project.

All written reports required under this contract must be delivered to Karen Goettling, the AGENCY Project Manager, in accordance with the schedule above. Any oral reports required under this contract must be presented at the location requested by the AGENCY.

### **PERIOD OF PERFORMANCE**

The period of performance under this contract will be from February 1, 2010 or date of execution, whichever is later, through September 30, 2010.

### **OFM FILING REQUIREMENT**

Under the provisions of Chapter 39.29 RCW, this personal service contract is required to be filed with the Office of Financial Management (OFM). No contract required to be so filed is effective and no work shall be commenced nor payment made until ten (10) working days following the date of filing, and if required, until approved by OFM. In the event OFM fails to approve the contract, the contract shall be null and void.

### **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 as 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:

#### **B. Expenses**

CONTRACTOR shall receive reimbursement for the expenses identified below or as authorized in advance by the AGENCY as reimbursable. The maximum amount to be paid to the CONTRACTOR for authorized expenses shall not exceed \$\_\_\_\_\_, which amount is included in the contract total in Paragraph A, "Amount of Compensation." Such expenses may include: airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. CONTRACTOR shall receive compensation for travel expenses at up to current State travel reimbursement rates. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, including original lodging receipts, identifying what was expended and when.

### **BILLING PROCEDURES**

#### **Time and Method of Payment:**

Compensation will be based on the satisfactory completion of the following tasks/deliverables:

- Completion of training for State Library staff.
- Completion of a methodology and approach for State Library staff to work with libraries.
- Provision of technical assistance with three (3) peer Learning experiences for libraries across the state.
- Completion of an evaluation method for measuring the success of the peer learning experience.
- Completion of an evaluation/final report of the project.

The Agency will pay the Contractor upon receipt of properly completed invoices, which shall be submitted to the Agency Project Manager not more often than monthly. **The Contract number must be referenced on the invoice in order for the invoice to be processed.**

Invoices for compensation and expense reimbursement shall be submitted as follows:

Compensation and Expenses:

Invoice submission Deadline:

- |                              |                                |
|------------------------------|--------------------------------|
| • through June 30, 2010      | No later than July 31, 2010    |
| • through September 30, 2008 | No later than October 31, 2008 |

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. Any single expense in the amount of \$50.00 or more must be accompanied by a receipt in order to receive reimbursement.

Payment shall be considered timely if made by the Agency within thirty (30) 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 satisfactorily comply with any terms or conditions of this contract.

No payments in advance or in anticipation of services or supplies to be 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 regarding the performance of this contract.

<b><u>Project Manager for the CONTRACTOR is:</u></b>	<b><u>Project Manager for the AGENCY is:</u></b>
<b><u>Name</u></b> Address City, State, Zip Code Phone: ( )      Fax: ( ) E-mail address:	<b>Karen Goettling</b> Washington State Library Office of the Secretary of State P.O. Box 42460 Olympia, WA 98504-2460 Phone: (360) 560-5561    Fax: (360) 586-7575 E-mail address: <a href="mailto:Karen.goettling@sos.wa.gov">Karen.goettling@sos.wa.gov</a>

<b><u>Billing Contact for the AGENCY is:</u></b>
<b>Bea Huynh-Tien</b> Financial and Support Services Office of the Secretary of State P.O. Box 40224 Olympia, WA 98504-0224 Phone: (360) 236-5062    Fax: (360) 236-5044 E-mail address: <a href="mailto:bea.huynhtien@sos.wa.gov">bea.huynhtien@sos.wa.gov</a>

## **INSURANCE**

The CONTRACTOR shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the CONTRACTOR or subcontractor, or agents of either, while performing under the terms of this contract.

The CONTRACTOR shall provide insurance coverage which shall be maintained in full force and effect during the term of this Contract, as follows:

1. Automobile Liability. In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the CONTRACTOR, automobile liability insurance shall be required. The minimum limit for automobile liability is:  
\$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage
2. The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies. All policies shall be primary to any other valid and collectable insurance. CONTRACTOR shall instruct the insurers to give AGENCY 30 days advance notice of any insurance cancellation.

CONTRACTOR shall submit to AGENCY within 15 days of the contract effective date, a certificate of insurance which outlines the coverage and limits defined in the *Insurance* section. CONTRACTOR shall submit renewal certificates as appropriate during the term of the contract.

## **ASSURANCES**

The AGENCY and CONTRACTOR agree that all activity pursuant to this Contract will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

## **ORDER OF PRECEDENCE**

Each of the exhibits listed below is by this reference hereby incorporated into this contract. 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
- Special Terms and Conditions as contained in this basic contract instrument
- Exhibit A - General Terms and Conditions
- Exhibit B - Contractor's Proposal
- Exhibit C: AGENCY'S RFQQ
- Any other provision, term, or material incorporated by reference or otherwise incorporated

## **ENTIRE AGREEMENT**

This contract including referenced exhibits represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed a part hereof.

