

**SERVICE CONTRACT
BETWEEN
WASHINGTON STATE
OFFICE OF THE SECRETARY OF STATE,
WASHINGTON STATE LIBRARY DIVISION,
AND**

[_____] **(NAME OF CONTRACTOR)**

This Service Contract (this "Contract") is made and entered into by and between the Washington, 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 purposes set forth in the following provisions of this Contract.

1. PURPOSE

The purpose of this Contract is to Conduct in-person and online workshops around Washington State.

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

2. STATEMENT OF WORK; GENERAL TERMS AND CONDITIONS

The Contractor shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of work set forth in the Statement of Work (attached hereto and incorporated herein as Exhibit B).

The General Terms and Conditions (attached hereto and incorporated herein as Exhibit A) govern the work to be performed under this Contract, the nature of the relationship between OSOS and Contractor, and specific obligations of both parties.

3. PERIOD OF PERFORMANCE

The period of performance (the "Contract Term") under this Contract will be from _____ or date of execution, whichever is later (the "Effective Date"), through _____.

4. COMPENSATION AND PAYMENT

Funding for this Contract is provided from the Library Services and Technology Act ("LSTA") originating from the Institute of Museum and Library Services.

A. Amount of Compensation. OSOS 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 hereunder shall be based on the following rates or in accordance with the following terms:

[_____] **(List detail of compensation to be paid)**

B. Expenses. Contractor shall receive reimbursement for the expenses identified below or as authorized in advance by OSOS as reimbursable.

C. Billing Procedures. Contractor shall submit invoices to the OSOS Billing Contact (as identified in Section 6 below) not more often than monthly

Invoices shall be submitted for expenses on the following annual schedule:

For expenses	Submit by
From October 1 through June 30	July 31
From July 1 through September 30	October 31

The invoices shall describe and document to OSOS's satisfaction a description of the work performed, the progress of the project, and fees.

Payment for approved and completed work will be made by warrant or account transfer by OSOS within 30 calendar days of a satisfactorily completed invoice. Satisfactorily completed is defined as having all the information required for processing by OSOS Financial Services. In addition to a Federal Tax ID number, the Contractor must provide OSOS a Statewide Vendor Number (SWV#), and a Data Universal Numbering System Number (DUNS#). Payment cannot be made without all three numbers on file. **The Contract number _____ and Statewide Vendor number must be referenced on each reimbursement claim in order for the claim to be processed.** Payment shall be sent to the address designated by Contractor.

Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

OSOS may, in its sole discretion, terminate this Contract or withhold payments claimed by Contractor for services rendered if 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 OSOS.

5. CERTIFICATE OF DEBARMENT AND SUSPENSION

If the value of this Contract exceeds \$25,000, or if at any time during the Contract Term, the value of this Contract exceeds \$25,000, Contractor shall complete, sign and submit the Certificate of Debarment and Suspension (attached and incorporated hereto as Exhibit C) to OSOS prior to the Effective Date or within 5 business days of the date the value of this Contract exceeds \$25,000.

6. 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 Billing Contact identified below.

<u>Project Manager for Contractor is:</u>	<u>Project Manager for OSOS is:</u>
<p><u>Name</u> Address City, State, Zip Code Phone: () Fax: () E-mail address:</p>	<p><u>Jennifer Fenton</u> State of Washington Office of the Secretary of State Washington State Library Division PO Box 42460 Olympia, WA 98504-2460 Phone: 360.570.5571 Fax: 360.586.7575 E-mail address jennifer.fenton@sos.wa.gov</p>

<u>Billing Contact for OSOS is:</u>
<p><u>Bea Huynh-Tien</u> State of Washington Office of the Secretary of State Financial Services P.O. Box 40224 Olympia, WA 98504-0224 Phone: (360) 704-5267 E-mail address: bea.huynhtien@sos.wa.gov</p>

7. INSURANCE

Contractor shall provide a program of self insurance or the following insurance coverage as set out in this Section 7. The intent of the required insurance is to protect the state of Washington (“State”), its elected and appointed officials, agents and employees should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of Contractor or subcontractor, or agents of either, while performing under the terms of this Contract. By requiring insurance herein, State does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor’s liability under the indemnities and reimbursements granted to the State in this Contract.

Contractor shall, at all times during the term of the Contract at its own cost and expense buy and maintain insurance of the types and amounts listed below. OSOS shall be provided written notice before cancellation or non-renewal of any insurance referred to therein. Failure to buy and maintain the required insurance may result in the termination of the Contract at OSOS option.

COMMERCIAL GENERAL LIABILITY (CGL) AND EMPLOYERS LIABILITY INSURANCE

Contractor shall maintain general liability (CGL) insurance, and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the “each occurrence” limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the “each occurrence” limit.

CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises,

operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition.

Contractor shall buy employers liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

EMPLOYERS LIABILITY (STOP GAP) INSURANCE

Contractor shall buy employers liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

BUSINESS AUTO POLICY (BAP)

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident using a Combined Single Limit for bodily injury and property damage. Such insurance shall cover liability arising out of "Any Auto." Contractor waives all rights of subrogation against State for recovery of damages to the extent they are covered.

Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01.

Contractor waives all rights against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

WORKERS COMPENSATION INSURANCE

Contractor shall comply with all state of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Except as prohibited by law, Contractor waives all rights of subrogation against State for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial general liability or commercial umbrella liability insurance.

If Contractor or subcontractor fails to comply with all state of Washington workers' compensation statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Contractor shall indemnify State. Indemnity shall include all fines, payment of benefits to Contractor or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to State by Contractor pursuant to the indemnity agreement may be deducted from any payments owed by State to Contractor for performance of this Contract.

Additional Provisions

Above insurance policy shall include the following provisions:

Additional Insured. The state of Washington, Office of the Secretary of State, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.

Cancellation. State of Washington, Office of the Secretary of State, shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation. Insurers subject to 48.15 RCW (Unauthorized Insurers): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

Identification. Policy must reference the State's contract number and the Office of the Secretary of State name.

Insurance Carrier Rating. All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by Office of the Secretary of State Risk Manager, or the Risk Manager for the state of Washington, before the Contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with chapter 48.15 RCW and 284-15 WAC.

Excess Coverage. By requiring insurance herein, the State does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the State in this contract.

Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

8. ASSURANCES

OSOS and Contractor agree that this Contract shall be subject to and governed by the federal LSTA and its accompanying regulations (45 CFR Part 1183), and all applicable federal, state, and local laws, rules and regulations, including but not limited to:

- A. Federal principles regarding allowable costs (45 CFR section 1183.23).
- B. The federal award of OSOS's license in works developed or acquired with federal support (45 CFR section 1183.34).

- C. Compliance with federal laws, implementing regulations, and executive orders, including, but not limited to:
- a) **45 Code of Federal Regulations (CFR) Part 1183**, Uniform Administrative Requirements for Grants and Cooperative Agreements;
 - b) **Office of Management and Budget (OMB) Circular A-21 Revised**, Cost Principles for Educational Institutions;
 - c) **Office of Management and Budget (OMB) Circular A-87 Revised**, Cost Principles for State, Local and Indian Tribal Governments;
 - d) **Office of Management and Budget (OMB) Circular A-122**, Cost Principles for Non-Profit Organizations; and
 - e) **Office of Management and Budget (OMB) Circular A-133 Revised**, Audits of States, Local Governments, and Non-Profit Organizations.

9. 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:

- i. Applicable Federal and Washington State statutes, rules, and regulations
- ii. Special Terms and Conditions as contained in this Contract
- iii. Exhibit A – General Terms and Conditions
- iv. Exhibit B – Statement of Work
- v. Exhibit C – Certificate of Debarment and Suspension
- vi. Exhibit D – Contractor's response to the solicitation
- vii. Exhibit E – RFQQ No. 15-03
- viii. Any other provision, term, or material incorporated by reference or otherwise incorporated

10. 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.

11. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

12. APPROVAL; AMENDMENTS

This Contract shall be subject to the written approval of OSOS's authorized representative and shall not be binding until so approved. This Contract may be altered, amended, or waived only by written amendment executed by both parties.

