

**CONTRACT FOR PERSONAL SERVICES  
BETWEEN  
THE STATE OF WASHINGTON  
OFFICE OF THE SECRETARY OF STATE  
AND**

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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, hereinafter referred to as the "AGENCY," and **(Name and address of CONTRACTOR)**, hereinafter referred to as the "CONTRACTOR," for the express purposes set forth in the following provisions of this contract.

**PURPOSE**

WHEREAS, the purpose of this contract is:

**(A summary statement only; details will be included in the scope of work.)**

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:

**Option 1: Identify all tasks, work elements and objectives of the contract and timetables by which major parts of the work are to be completed. The statement of work may be included within the text of the contract or attached as a separate exhibit as shown in Option 2 below.**

Option 2: As included in the CONTRACTOR'S Proposal dated \_\_\_\_\_ attached as Exhibit B, and the AGENCY'S Request for Proposals attached as Exhibit C.

B. 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.

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

All written reports required under this contract must be delivered to \_\_\_\_\_, the 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 \_\_\_\_\_ or date of execution, whichever is later, through \_\_\_\_\_.

(The start date cannot be retroactive.)

**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 (IMLS).

**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:

**(Costs associated with the contract, with the exception of travel expenses, will be paid based on deliverables as indicated in RFQQ 05-08 section 1.4, Funding and Compensation.)**

**(Note: The following paragraph is optional: do not include if expenses are not allowable. If allowable, include only expenses that are appropriate for the contract.)**

**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 current State travel reimbursement rates. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

**BILLING PROCEDURES****Time and Method of Payment:**

**(Note: Payment can also be based upon monthly progress payments, satisfactory acceptance of each deliverable or major part of the contract, or payment at the conclusion of the contract.)**

The AGENCY will pay CONTRACTOR upon receipt of properly completed invoices, which shall be submitted to the AGENCY Billing Contact, Michelle Boutilier, not more often than monthly. 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.

*Note: Optional Provision – The AGENCY shall withhold 10 percent from each payment until acceptance by the AGENCY of the final report (or completion of the project, etc.)*

**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>
<p><b><u>Name</u></b>                      Address                      City, State, Zip Code                      Phone: ( )                      Fax: ( )                      E-mail address:</p>	<p><b><u>Name</u></b>                      Address                      City, State, Zip Code                      Phone: ( )                      Fax: ( )                      E-mail address:</p>

<b><u>Billing Contact for the AGENCY is:</u></b>
<p><b><u>Michelle Boutilier</u></b>                      P.O. Box 40224                      Olympia, WA 98504-0224                      Phone: (360) 586-4554    Fax: (360) 586-4311                      E-mail address: <a href="mailto:mboutilier@secstate.wa.gov">mboutilier@secstate.wa.gov</a></p>

**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:

\$300,000 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. 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 this contract shall be subject to and governed by the federal Library Services and Technology Act (LSTA) and its accompanying regulations (45 CFR Part 1183), and all applicable federal, state, and local laws, rules and regulations, including:

Federal principles regarding allowable costs (45 CFR section 1183.23).

The federal awarding agency's license in works developed or acquired with federal support (45 CFR section 1183.34).

Compliance with the following federal laws, and their implementing regulations and executive orders. Specifically this includes laws, rules and regulations such as:

- a) **45 Code of Federal Regulations (CFR) Part 1183**, Uniform Administrative Requirements for Grants and Cooperative Agreements;
- b) **45 Code of Federal Regulations (CFR) Part 1185**, Governmentwide Debarment and Suspension (Nonprocurement) and Governmentwide Requirements for Drug-Free Workplace (Grants);
- c) **Office of Management and Budget (OMB) Circular A-21 Revised**, Cost Principles for Educational Institutions;
- d) **Office of Management and Budget (OMB) Circular A-87 Revised**, Cost Principles for State, Local and Indian Tribal Governments;
- e) **Office of Management and Budget (OMB) Circular A-122**, Cost Principles for Non-Profit Organizations; and
- f) **Office of Management and Budget (OMB) Circular A-133 Revised**, Audits of States, Local Governments, and Non-Profit Organizations.

### **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 - \_\_\_\_\_.
- Exhibit C - Request for Proposals No. \_\_\_\_\_ **(Note: If applicable or desired)**
- 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.

**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.

**APPROVAL**

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

THIS CONTRACT consisting of \_\_\_\_\_ pages and \_\_\_\_\_ attachments is executed by the persons signing below who warrant that they have the authority to execute the contract.

CONTRACTOR

OFFICE OF THE SECRETARY OF STATE

Authorized Signatory	Date
Print Name: _____	_____
Title: _____	_____

Cathy Turk	Date
Financial Services and Support Manager	_____

Washington State UBI No.: \_\_\_\_\_

Federal Employer ID No./SSN: \_\_\_\_\_

Exhibit A: General Terms and Conditions

Exhibit B: \_\_\_\_\_

Exhibit C: \_\_\_\_\_

APPROVED AS TO FORM  
Attorney General's Office