

**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

CONTRACTOR to handle the purchase, coordination, and upkeep of periodical subscriptions for the Central Library in Olympia and 12 branches throughout Washington. The list of branch locations and current title subscriptions is Exhibit D.

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.

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: _____

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

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

Contractor shall complete, sign and submit the Certificate of Debarment and Suspension (attached and incorporated hereto as Exhibit C).

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 Project Manager. Should questions arise during processing of invoices send inquiries to payables@sos.wa.gov.

<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>Name</u> Washington State Library PO Box 42481 Olympia, WA 98504-2481 Phone: Fax: (360) 586-7575 E-mail address:</p>

7. INSURANCE

BUSINESS AUTO POLICY (BAP)

In the event that services delivered pursuant to this Contract involve the use of vehicles, either owned or unowned by Contractor, automobile liability insurance shall be required. The minimum limit for automobile liability is:

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.

The Contractor shall instruct its insurers to give the Purchaser 30 days advance notice of any insurance cancellation.

The Contractor shall submit to OSOS, within 7 days of the Contract’s Effective Date, a certificate of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in the Contract, or a complete description of the self insurance program and a financial statement showing the status of the self insurance fund.

8. ASSURANCES

OSOS and Contractor agree that this Contract shall be subject to and governed by the federal 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) **2 CFR Part 200, Subpart F – Audit Requirements.**

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

