WSU CONTRACT SPC00xxxx

CONTRACT FOR PERSONAL SERVICES BETWEEN

**WASHINGTON STATE UNIVERSITY**

AND

**CONTRACTOR NAME FROM W9**

This Contract, (hereinafter referred to as “Contract”) is made and entered into by and between the state of Washington, **Washington State University**, hereinafter referred to as the "UNIVERSITY", and the below named individual | corporation | limited liability company, hereinafter referred to as “CONTRACTOR.”

|  |  |
| --- | --- |
| Name |  |
| d/b/a if any |  |
| Address |  |
| City State and Zip |  |
| Telephone |  |
| Email |  |
| State of WA UBI  |  |
| Federal ID No |  |
| WSU Supplier No. |  |

1. **PURPOSE**

The purpose of this Contract is to provide

1. **SCOPE OF WORK**
2. 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 and detailed in Exhibit B.
	1. xxx
		1. xxxx
		2. xxxx
	2. xxx
3. **Exhibit A** contains the General Terms and Conditions governing work to be performed under this Contract, the nature of the working relationship between the UNIVERSITY and the CONTRACTOR, and specific obligations of both parties. **OR**
4. **FOR FEDERAL FUNDING:** Exhibits A and B contain the Terms and Conditions governing work to be performed under this Contract, the nature of the working relationship between the UNIVERSITY and the CONTRACTOR, and specific obligations of both parties.
5. The CONTRACTOR shall produce the following deliverables and submit them to the Project Manager for UNIVERSITY by the dates indicated below:

|  |  |
| --- | --- |
| Date | Description of Deliverable Item |
|  |  |
|  |  |

1. **PERIOD OF PERFORMANCE**

The Period of Performance under this Contract will be from DATE, or date of execution, whichever is later, through DATE. **OPTIONAL…** with options for extensions through DATE, by mutual agreement and properly executed amendments. . **OR**

1. **PERIOD OF PERFORMANCE**

The Period of Performance under this Contract will be from ACTUAL START DATE through END DATE, with options for annual extensions through FINAL END DATE, by mutual agreement and formal amendments.

The execution of this Contract shall constitute a ratification of that earlier verbal agreement between the parties, the terms and conditions of which are contained herein.   Accordingly, the beginning date of performance under this Contract shall be START DATE, regardless of the date of execution.  UNIVERSITY shall reimburse the CONTRACTOR for those costs incurred in performance hereunder, for that period between the beginning date of performance and the date of execution of this Contract.

1. **COMPENSATION AND PAYMENT**

UNIVERSITY shall pay an amount not to exceed **$xx,xxx** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be in accordance with the following terms:

1. **Fees:** at the rate of **$xxx.xx.** per hour/day/month, an amount not to exceed **$xx,xxx**; which amount is included in the not-to-exceed compensation amount and itemized as described in chart below.

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1. **Expenses:** There are no reimbursable expenses authorized. OR
2. **Expenses:**  CONTRACTOR shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by the UNIVERSITY as reimbursable.  The maximum amount to be paid to the CONTRACTOR for authorized expenses shall not exceed **$x,xxx;** which amount is included in the not-to-exceed compensation amount.
3. Transportation expenses such as mileage, parking, ground transportation, and car rental.
	1. Airfare. Economy or coach class only.
	2. Rental car transportation. CONTRACTOR is to utilize ***Enterprise Rent-a-Car*** or ***National Car Rental Co.*** Reserve vehicles with WSU Corporate Account 45WA000 and pin WAS.
	3. Mileage reimbursement: UNIVERSITY will reimburse mileage at the current State travel reimbursement rates posted on the [GSA.gov website](https://www.gsa.gov/travel/plan-book/transportation-airfare-rates-pov-rates/privately-owned-vehicle-pov-mileage-reimbursement-rates). On date of Contract execution, the rate is **$0.56** per mile.
4. Lodging and subsistence necessary during periods of required travel.  CONTRACTOR shall receive compensation for travel expenses at [current State travel reimbursement rates](http://www.gsa.gov/portal/content/104877), which are available on the GSA website, <http://www.gsa.gov/portal/content/104877>.   CONTRACTORS are to request the state government lodging rates for reimbursable lodging under this Contract.
5. Other expenses authorized under this Contract may be pre-approved by Contract Manager for UNIVERSITY.
6. **BILLING PROCEDURES**

UNIVERSITY will pay CONTRACTOR upon receipt of properly completed invoices, submitted via email. The Bill to for invoices is:

Washington State University

Controllers Office

***Attn: WSU Contract*** ***SPC00xxxx***

Pullman, WA 99164-1025

***Email address for invoices: xxxxxxxxxx@wsu.edu***

The invoices shall describe and document to the UNIVERSITY’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 UNIVERSITY within thirty (30) days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CONTRACTOR.

The UNIVERSITY 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 term or condition 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 UNIVERSITY.

1. **CONTRACT MANAGEMENT**
2. The Contract Manager for each of the parties shall be the contact person for all communications regarding the performance of this Contract and billing.

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| --- | --- | --- |
|  | Contract Manager for the CONTRACTOR | Contract Manager for the UNIVERSITY |
| Name |  |  |
| Address |  | PO Box 64 |
| Address |  | Pullman, WA 99164-xxxx |
| Telephone |  | 509-335-xxxx |
| Email |  | @wsu.edu |

1. The Project Manager for each of the parties will be point of contact for scope of work. Project Manager for UNIVERSITY will receive and accept deliverables and determine if CONTRACTOR has satisfactorily completed the scope of work.

|  |  |  |
| --- | --- | --- |
|  | Project Manager for the CONTRACTOR | Project Manager for the UNIVERSITY |
| Name |  |  |
| Address |  | PO Box 64 |
| Address |  | Pullman, WA 99164-xxxx |
| Telephone |  | 509-335-xxxx |
| Email |  | @wsu.edu |

1. **INSURANCE**

The CONTRACTOR shall provide insurance coverage as set out in this section **(TO BE DETERMINED)**. 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 that shall be maintained in full force and effect during the term of this Contract, as follows: (TO BE DETERMINED BY CONTRACT SPECIALIST)

1. Commercial General Liability: CONTRACTOR shall maintain commercial general liability policy including contractual liability, in adequate quantity to protect against legal liability arising out of Contract activity but no less than $1,000,000 per occurrence. Additionally, the CONTRACTOR is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
2. Professional Liability, Errors and Omissions: CONTRACTOR shall maintain professional liability insurance with minimum limits of no less than $1,000,000 per occurrence to cover all program activities by the CONTRACTOR and licensed staff employed or under contract to the CONTRACTOR. The state of Washington, its agents and employees need not be named as additional insureds under this policy.
3. 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.
4. Cyber Liability Insurance. CONTRACTOR shall maintain Cyber Liability Insurance with minimum limits of no less than $1,000,000 per occurrence with $3,000,000 aggregate. The state of Washington, its agents and employees need not be named as additional insureds under this policy.

The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name Washington State University, its agents and employees as additional insureds under the insurance policy/ies. All policies shall be primary to any other valid and collectable insurance. Should any of the above described policies be cancelled before the expiration date thereof, notice shall be delivered in accordance with policy provisions.

CONTRACTOR shall submit to UNIVERSITY within 15 days of the Contract effective date, a certificate of insurance that outlines coverage and limits defined in this section. The certificate must name WASHINGTON STATE UNIVERSITY as certificate holder. The mailing address for certificate holder is:

Washington State University

Contract SPC000xxx

PO Box 641020

Pullman, WA 99164-1020

CONTRACTOR shall submit renewal certificates as appropriate during the term of the Contract and mark all certificates with the WSU Contract No. SPC000xxx.

1. **ASSURANCES**

UNIVERSITY and the 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.

1. **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:

1. Applicable Federal and state of Washington statutes and regulations
2. Special Terms and Conditions as contained in this basic Contract instrument
3. Exhibit A – UNIVERSITY General Terms and Conditions
4. Exhibit B – CONTRACTOR Proposal dated
5. Any other provision, term or material incorporated herein by reference or otherwise incorporated.
6. **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:

1. Applicable Federal and state of Washington statutes and regulations
2. Special Terms and Conditions as contained in this basic Contract instrument
3. Exhibit B – FAR Terms and Conditions
4. Exhibit A – UNIVERSITY General Terms and Conditions
5. Exhibit C – Scope of Work or other
6. Exhibit D – CONTRACTOR’S Response to WSU Request for Proposal No. 0008-GC28200RB
7. UNIVERSITY’S Request for Proposal No. 0008-GC28200RB, incorporated by reference.
8. Any other provision, term or material incorporated herein by reference or otherwise incorporated.
9. **ENTIRE AGREEMENT**

This Contract including referenced exhibits represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

1. **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.

1. **APPROVAL**

This Contract shall be subject to the written approval of the UNIVERSITY’S authorized representative and shall not be binding until so approved. The Contract may be altered, amended, or waived only by a written amendment executed by both parties.

This Contract, consisting of FOUR pages and TWO attachments named Exhibit A and Exhibit B, is executed by the persons signing below who warrant they have delegated authority to execute the Contract.

**CONTRACTOR NAME FROM W9** **WASHINGTON STATE UNIVERSITY**

Name Date Patty Gropp, C.P.M Date

Title Associate Director, Purchasing