

WSU Contract SPC00xxxx

1. PARTIES

This WSU Contract SPC00xxxx (“Contract”) is dated the date of last signature below and is between Washington State University, an institution of higher education and an agency of the state of Washington (“WSU”), and Party Name, an entity type residing/incorporated in the state of (“Contractor”).

2. PURPOSE

This Contract provides the terms and conditions applicable to a personal service provided by Contractor for the benefit of WSU. The performance of this Contract is consistent, compatible, and beneficial to the role and mission of WSU as an institution of higher education and an agency of the state of Washington.

3. SCOPE OF WORK

- 3.1 Contractor will provide services, staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth and detailed in the Scope of Work (“SOW”) in Exhibit A. Exhibit A is attached hereto and incorporated into this Contract by reference.
- 3.2 Contractor will make reasonable efforts to carry out the SOW.

4. PERIOD OF PERFORMANCE

The period of performance shall be START DATE, or date of execution, whichever is later, through END DATE (“Period of Performance”), unless a written amendment to this Contract is mutually agreed upon in writing.

5. COMPENSATION AND PAYMENT

5.1 WSU shall pay an amount not to exceed \$xx.xx for the performance of all things necessary for and incidental to the performance of work as set forth in the SOW (“Contract Cost Limitation”). All payments under this Contract shall be in United States dollars. Contractor’s compensation for services rendered shall be in accordance with the following terms:

- A. **Fees:** Contractor shall charge fees at the rate of \$xx.xx per hour/day/month, an amount not to exceed \$xx.xx (“Contract Fee Limitation”), which amount is included in the Contract Cost Limitation and itemized as described in chart below.

- B. **Expenses:** Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by WSU as reimbursable. The maximum amount to be paid to the Contractor

for authorized expenses shall not exceed \$x,xxx (“**Contract Expense Limitation**”), which amount is included in the Contract Cost Limitation. Reimbursement shall be consistent with the following:

- i. Transportation expenses such as mileage, parking, ground transportation, and car rental.
 - a. Airfare: Economy or coach class only.
 - b. 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.
 - c. Mileage reimbursement: University will reimburse mileage at the current applicable travel reimbursement rates posted by the United States General Services Administration (“**GSA**”) (<https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates>).
- ii. Lodging and subsistence necessary during periods of required travel: Contractor shall receive compensation for travel expenses at current applicable travel reimbursement rates posted by the GSA (<https://www.gsa.gov/travel/plan-book/per-diem-rates>). Contractor is to request the state government lodging rates for reimbursable lodging under this Contract.
- iii. Other expenses authorized under this Contract may be pre-approved by WSU’s Contract Manager.

5.2 Neither the Contract Fee Limitation nor the Contract Expense Limitation shall be exceeded unless a written amendment to this Contract is mutually agreed upon by the parties.

6. **BILLING PROCEDURES**

6.1 WSU will pay Contractor upon receipt of properly completed invoices. Invoices shall be submitted by email to xxxxxxxxxxxxxxxx@wsu.edu. The address for WSU listed on the invoice shall be as follows:

Washington State University
Controller’s Office
Attn: WSU Contract SPC00xxx
Pullman, WA 99164-1025

6.2 The invoices shall describe and document to the WSU’s satisfaction a description of the work performed, the progress of the project, and fees. Invoices must reference WSU Contract SPC00xxx. 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.

6.3 Payment shall be considered timely if made by the WSU within thirty (30) days after receipt of a properly completed invoice. Payment shall be sent to the address designated by the Contractor.

6.4 WSU 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.

- 6.5 Contractor shall not invoice in advance or in anticipation of providing services or supplies under this Contract. No payments in advance or in anticipation of providing services or supplies provided under this Contract will be made by WSU.
- 6.6 All invoicing from Contractor under this Contract must be submitted to WSU no later than sixty (60) days after the end of the Period of Performance (“**Final Invoice Date**”). Invoices submitted after the Final Invoice Date may not be eligible for payment.

7. CONTRACT MANAGEMENT

7.1 The “Contract Manager” for each party is named below and shall be the contact person for all communications regarding the performance of this Contract and billing.

	CONTRACT MANAGER FOR CONTRACTOR	CONTRACT MANAGER FOR WSU
NAME		
TELEPHONE		
EMAIL		

7.2 The “Project Manager” for each party is named below and will be the contact person for all communications regarding the Scope of Work. WSU’s Project Manager will receive and accept deliverables and determine if Contractor has satisfactorily completed the Scope of Work.

	PROJECT MANAGER FOR CONTRACTOR	PROJECT MANAGER FOR WSU
NAME		
TELEPHONE		
EMAIL		

8. ASSURANCES

WSU and Contractor agree that all activity pursuant to this Contract will be in accordance with all applicable Federal, state, and local laws, rules, and regulations.

9. ADDITIONAL TERMS INCORPORATED BY REFERENCE

- 9.1 The WSU “General Terms and Conditions” (dated January 8, 2024) (“**General Terms and Conditions**”) are incorporated into this Contract by reference. The General Terms and Conditions are available at the following link: <https://s3.wp.wsu.edu/uploads/sites/1305/2024/01/General-Terms-and-Conditions-1.8.2024.pdf>.
- 9.2 Modifications to the General Terms and Conditions, if any, are included below in Exhibit B. Exhibit B is attached hereto and incorporated into this Contract by reference.
- 9.3 This Contract is funded in whole or in part by (check one only):
 - A. A Federal Financial Assistance Award governed by 2 CFR Part 200.
 - i. The WSU “Additional Terms and Conditions for Federal Grant Funded Purchases” (dated December 16, 2022) (“**Grant Terms**”) are incorporated into this Contract by reference.

ii. The Grant Terms are available at the following link:
<https://purchasing.wsu.edu/documents/2022/12/additional-terms-and-conditions-for-federal-grant-funded-purchases.pdf/>.

B. A Federal Contract governed by the Federal Acquisition Regulations.

i. The WSU “Additional Terms and Conditions for Federal Contract Funded Purchases” (dated December 16, 2022) (“**FAR Terms**”) are incorporated into this Contract by reference.

ii. The FAR Terms are available at the following link:

<https://purchasing.wsu.edu/documents/2022/12/additional-terms-and-conditions-for-federal-contract-purchases.pdf/>.

C. No Federal funding is involved. Neither the Grant Terms nor the FAR Terms are incorporated into this Contract.

9.4 Contractor represents and warrants that it has reviewed and understands the General Terms and Conditions. Additionally, Contractor represents and warrants that it has reviewed and understands the Grant Terms or FAR Terms, as applicable.

10. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

1. This Contract;
2. The Grant Terms or FAR Terms, as applicable;
3. The General Terms and Conditions (as modified by Exhibit B);
4. Exhibit A;
5. Any other provision, term or material otherwise referenced or incorporated.

11. CONFORMANCE AND SEVERABILITY

If any provision of this Contract violates any statute or rule of law, it is considered modified to conform to that statute or rule of law. If any court finds any part of this Contract to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the other provisions of this Contract which can be given effect without the invalid provision, provided that such remainder conforms to the requirements of applicable law and fundamental purpose of this Contract.

12. APPROVAL

This Contract is subject to the approval of both parties and will not be binding until signed by both parties' authorized representatives. This Contract may only be altered, amended, or any provision waived by a written amendment executed by both parties.

13. ENTIRE AGREEMENT

This Contract contains all the terms and conditions agreed upon by WSU and Contractor. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either of the parties hereto.

The parties are signing this Contract on the date stated opposite the signature of each party's duly authorized representative.

Contractor Name

Washington State University

Name Date

Name Date

SAMPLE

EXHIBIT A

SOW

[To be taken from the RFP / resulting bids.]

SAMPLE