SAMPLE CONTRACT

CONTRACT No. xxx
between

the Contracting Agency
Prince William Sound Oil Spill Recovery Institute (OSRI)
P.O. Box 705 - Cordova, AK 99574
(907) 424-5800; Fax 424-5820 – osri@pwssc.org
and

the Contractor
xxx
(address inserted)

The Prince William Sound Oil Spill Recovery Institute requires (description of services required to be inserted here)

All awards and contracts of the OSRI are guided by the policies and procedures detailed in the OSRI Grant Policy Manual (available on request or at http://www.pws-osri.org). The terms of this contract include reporting and other guidelines detailed in the Grant Policy Manual.

Project Director for the xxx: xxx
Contract Administrator for the xxx is: xxx
Contract Administrator for the OSRI is: xxx

Services to be performed: Summarize or reference the request for proposals or Broad Area Announcement (BAA) (Attachment xxx) issued by the OSRI.

Deliverables/scope of work, reports due and deadlines: Detailed in Attachment xxx.

Term of contract: This contract is effective xxx

Payment schedule and terms: xxx

Budget Flexibility: The Project Director (xxx) may revise individual line items up to as long as the sum of all transfers do not exceed 10% of the original total budget or $2,000. Revisions may not exceed the above Direct Cost amount awarded. Revisions beyond the limits authorized by this provision may only be made by written amendment to this contract.

Up to 10% of the contract amount may be withheld by the contractor (OSRI) as final payment to insure that the xxx has completed all terms of the contract.

The xxx may submit invoices bi-monthly or at intervals not to exceed three (3) months for charges incurred during the previous months. Invoices should be of sufficient detail to monitor expenditures within each line item.

Invoices will not be accepted for charges incurred before xxx. The xxx will maintain a separate set of
Appendix G – OSRI Grant Policy Manual

accounting records for each component of this project and shall retain these records for a period of three (3) years.

Payment of Taxes: As a condition of performance of this Contract, the Contractor shall pay all federal, state and local taxes incurred by the Contractor and shall require their payment by any Subcontractor or any other persons in the performance of this Contract.

Federal single site audit: Per (OMB) Circular A-133 guidelines, if the xxx meets the federal single site threshold of receipt of more than $500,000 in federal grant funds, then a copy of the xxx’s federal single site audit shall be submitted to the OSRI. If the xxx does not meet the federal single site threshold, a letter stating this shall be submitted to OSRI.

Assignment: This Contract is entered into by OSRI based on the personal qualifications and attributes of the Contractor. Any assignment of the Contractor of its interest in any part of this Contract or any delegation of duties under this Contract shall be void without the prior written consent of OSRI. Such consent shall be in OSRI's sole discretion.

Insurance and Liability: The Contractor agrees to maintain such minimum liability and worker's compensation insurance as are required by state law.

Disputes: The parties agree that should a dispute arise between them, in any manner, concerning this subcontract, the disagreement shall be resolved in accordance with applicable state and federal laws. OSRI shall be entitled to all rights as set forth in Section 11 of the OSRI Grant Policy Manual, as well as all other rights available to OSRI in law or equity upon breach of this Contract by the Contractor.

Debarment Certification. Is the organization xxx or its principals presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any Federal department or agency? ____ Yes ____ No (If answer “yes” provided a written explanation)

This contract with attachments xxx constitutes the entire agreement between the parties.

By

Signature

Tax Identification #

xxx, Contract Administrator

Name and Title of Signer

Date

Prince William Sound OIL SPILL RECOVERY INSTITUTE

By

Signature

Name and Title of Signer

Date