

**SERVICE CONTRACT  
THE STATE OF WASHINGTON  
OFFICE OF THE SECRETARY OF STATE  
CORPORATIONS AND CHARITIES DIVISION**

and

[ \_\_\_\_\_ (NAME OF CONTRACTOR)]

This Contract is made and entered into by and between the Office of the Secretary of State, P.O. Box 40234, Olympia, Washington 98504-0234 ("OSOS") and (Name and address of Contractor) ("Contractor") for the express purpose set forth below:

**PURPOSE**

The purpose of this Contract is to develop and implement a comprehensive training program for nonprofit corporations and charities.

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:

**1. 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.

**2. PERIOD OF PERFORMANCE**

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about September 24, 2015 and to expire on June 30, 2016 with an extension option.

**3. OPTION TO EXTEND THE TERM OF THE CONTRACT.**

An extension of the contract will be for July 1, 2016 through June 30, 2017. The option extending the period of performance, if any, shall be at the sole discretion of OSOS.

**4. COMPENSATION AND PAYMENT**

**A. 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:

**B. Expenses.** Contractor shall receive reimbursement for the expenses identified below or as authorized in advance by OSOS as reimbursable. The maximum amount to be paid to Contractor for authorized expenses shall not exceed \$ \_\_\_\_\_, which amount is included in this Contract total in Paragraph A, "Amount of Compensation."

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

Invoices shall be submitted for expenses on the following annual schedule:

For expenses	Submit by
From October 1 through June 30	July 31
From July 1 through September 30	October 31

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#). Payment cannot be made without these numbers on file. **The Contract number S-4962 and Statewide Vendor number must be referenced on each reimbursement claim in order for the claim to be processed.**

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.

Payment shall be sent to the address designated by Contractor.

**5. CERTIFICATE OF DEBARMENT AND SUSPENSION**

If the value of this Contract exceeds \$25,000, or if at any time during the Contract Term, the value of this Contract exceeds \$25,000, Contractor shall complete, sign and submit the Certificate of Debarment and Suspension (attached and incorporated hereto as Exhibit C) to OSOS prior to the Effective Date or within 5 business days of the date the value of this Contract exceeds \$25,000.

**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.

Project Manager for the Contractor is:	Project Manager for the OSOS is:
<p>Name</p> <p>Address</p> <p>Phone:</p> <p>Fax:</p> <p>E-mail address:</p>	<p><b><u>Rebecca Sherrell</u></b></p> <p>State of Washington                      Office of the Secretary of State                      Corporations and Charities Division                      PO Box 40234                      Olympia, WA 98504-0234                      Phone: (360) 725-0380; Fax: (360) 664-4250                      E-mail address: <a href="mailto:rebecca.sherrell@sos.wa.gov">rebecca.sherrell@sos.wa.gov</a></p>

**Billing Contact for OSOS is:****Bea Huynh-Tien**

State of Washington  
 Office of the Secretary of State  
 Financial Services, Operations Division  
 P.O. Box 40224  
 Olympia, WA 98504-0224  
 Phone: (360) 704-5267  
 E-mail address: [bea.huynhtien@sos.wa.gov](mailto:bea.huynhtien@sos.wa.gov)

**7. INSURANCE**

Contractor shall, at all times during the term of the Contract at its own cost and expense buy and maintain insurance as described below. OSOS shall be provided written notice before cancellation or non-renewal of any insurance referred to therein. Failure to buy and maintain the required insurance may result in the termination of the Contract at OSOS option.

**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 insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the Office of the Secretary of State, State of Washington, its agents and employees as additional insureds on all general liability, umbrella, excess, and property insurance policies. All policies shall be primary to any other valid and collectable 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.

**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
- Special Terms and Conditions as contained in this Contract
- ii. Exhibit A – General Terms and Conditions
- iii. Exhibit B – Statement of Work
- iv. Exhibit C – Certificate of Debarment and Suspension
- v. Exhibit D – Contractor’s response to the solicitation
- vi. Exhibit E – RFP No. 15-11
- vii. Any other provision, term, or material incorporated by reference or otherwise incorporated

**10. 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.

**11. SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

**12. APPROVAL; AMENDMENTS**

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

THIS CONTRACT is executed by the persons signing below who warrant that they have the authority to execute this Contract.

[\_\_\_\_\_(CONTRACTOR NAME)]

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
 Authorized Signatory Date  
 Print Name: \_\_\_\_\_  
 Title:

\_\_\_\_\_  
 Mark Neary Date  
 Assistant Secretary of State

APPROVED AS TO FORM  
Attorney General's Office