

Client Services Contract No. <####>

between

Seattle Community College District VI

and

<Contractor's Business Name>

This Contract is made and entered into by and between the Seattle Community College District VI, hereinafter referred to as the "Purchaser", and the below named firm, hereinafter referred to as "Contractor."

<Contractor's Business Name>

<Contractor's PO Box or Street Address>

<Contractor's City, State Zip>

Phone: <((###) ###-####>

FAX: <((###) ###-####>

Email: <xxxxxx@###.###>

WA State UBI #: <#####>

NOW THEREFORE, the Purchaser and Contractor mutually agree as follows:

PURPOSE

The purpose of this contract is to <Service Activity as specified in Solicitation>

SCOPE OF WORK

- A. The Contractor will provide services and staff, and otherwise perform all tasks, functions and activities necessary for or incidental to the performance of work, as set forth below:
<Agreed to Scope of Work, with all specified Deliverables enumerated>
- B. Incorporated by reference, are the General Terms and Conditions governing work to be performed under this Contract, the nature of the working relationship between the Purchaser and the Contractor, and specific obligations of both parties.

PERIOD OF PERFORMANCE

The period of performance under this contract commence with issuance of a Notice to Proceed by the Contract Administrator. All work shall be completed no later than <Month,Day and Year>.

COMPENSATION

Total compensation payable to Contractor for satisfactory performance of the work under this contract shall not exceed <Contract Price>, (\$<#,###.##>).

<<Note: Compensation rates should generally either be on a "per hour" rate for services provided, or based on benchmarks according to the scope of work. Examples are below:>>

<<Option 1>> The Contractor shall compensated at a rate of <Hourly Rate>, (\$<#,###.##>) per hour, provided that the total compensation shall not exceed the amount specified in the preceding paragraph.

<<Option 2>> The Contractor shall be compensated on the basis of completion of work as set forth the table below, provided that the total compensation to be paid to the Contractor shall not exceed the amount specified in the preceding paragraph.

Amount	Task or Benchmark
\$ <u><#,###.##></u>	<u><<Task or Benchmark>></u>
\$ <u><#,###.##></u>	<u><<Task or Benchmark>></u>

\$<<#.,###.##>>	<<Task or Benchmark>>
\$<<#.,###.##>>	<<Task or Benchmark>>
\$<<#.,###.##>>	<<Task or Benchmark>>

<<NOTE to Contract Administrator: Include this language only if expenses are to be included as a separate item in the contract.>>

Expenses: Contractor is authorized reimbursement allowance for travel and other expenses identified in the schedule below:

Amount	Expense Reimbursement Schedule
\$<#.,###.##>	<Reimbursable Expense Description> ”
\$<#.,###.##>	<Reimbursable Expense Description> ”
\$<#.,###.##>	<Reimbursable Expense Description> ”
\$<#.,###.##>	<Reimbursable Expense Description> ”
\$<#.,###.##>	Total Reimbursable Authorization

The maximum reimbursement for all authorized expenses shall not exceed <Total Reimbursement Allowance>, (\$<#.,###.##>). Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive reimbursement for travel expenses at current state travel reimbursement rates.

BILLING PROCEDURES AND PAYMENT

Purchaser will pay Contractor upon acceptance of services provided and receipt of two copies of a properly completed invoice, which shall be submitted to the Purchaser's Project Manager not more than once each calendar month. The invoice shall be transmitted to the Project Manager at the address specified below:

Purchaser's Project Manager
<Project Manager Name & Title>
<Project Manager's Mailing Address & Mail Stop>
<Project Manager's City/State/Zip>
Phone: <((###) ###-####)>
Fax: <((###) ###-####)>
Email address: <Xxxx@sccd.ctc.edu>

The invoices shall describe and document, to the Purchaser's satisfaction, a description of the work performed, progress of the project, and fees. The invoice shall include the contract reference number: <#####>. If expenses are invoiced, Contractor shall provide a detailed listing of costs accompanied by receipts for all costs.

Payment shall be considered timely if made by the Purchaser within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

The Purchaser 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. The Purchaser shall not pay any claims for payment for services

submitted more than twelve (12) months after the calendar month in which the services were performed.

PROJECT MANAGEMENT

The Purchaser's Project Manager, identified above, shall be responsible for the day-to-day management of and shall be the principal point of contact for the Contractor on all matters other than Contract Execution and Amendment.

CONTRACT EXECUTION AND AMENDMENT

The individuals identified below shall be the individuals designated by the parties to execute the Contract and any amendments thereto. No Contract or Amendment shall be deemed valid unless signed by the designated parties.

Contractor's Authorized Representative	Purchaser's Contract Administrator
<u><Contractor's Authorized Representative ></u>	<u>< Contract Administrator Name></u>
<u><Contractor's Business Name></u>	Seattle Community College District VI
<u><Contractor Address></u>	1500 Harvard Avenue
<u><Contractor's City/State/Zip></u>	Seattle, Washington 98122-3803
Phone: <u><((###) ###-####></u>	Phone: <u><((###) ###-####></u>
Fax: <u><((###) ###-####></u>	Fax: <u><((###) ###-####></u>
Email address: <u><Xxxx@xxx.com></u>	Email address: <u><Xxxx@sccd.ctc.edu></u>

ASSURANCES

Purchaser 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.

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. Contract Amendments executed by the Purchaser and Contractor
3. This Contract including the Purchaser's Client Services General Terms and Conditions per Purchaser's web site: <http://www.sccd.ctc.edu/DISTRICT/district/supplierintro.aspx>
4. Purchaser's Solicitation No. <#####>
5. Contractor's Response dated <<Month, Day, Year>>
6. Any other provision, term, or material incorporated herein by reference or otherwise incorporated.

ENTIRE AGREEMENT

This contract, including the General Terms and Conditions for Clients Services and any referenced exhibits, represent all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

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.

APPROVAL

This Contract shall be subject to the written approval of the Purchaser'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 is executed by the persons signing below, who warrant they have the authority to execute the Contract.

Approved

<Contractor's Business Name>

Signature

Print or Type Name

Date

Title

Approved

Seattle Community College District VI

Signature

Print or Type Name

Date

Title