**PURCHASED SERVICE CONTRACT – PCHXXXXX**

**BETWEEN**

**WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS**

**AND**

**[CONTRACTOR]**

This Contract is entered into by and between Washington State Administrative Office of the Courts (AOC), and [Contractor Name] (Contractor). They may be individually known as the “party” and collectively as the “parties”.

1. **PURPOSE**

The purpose of this Purchased Service Contract is to XXXXXXXXXXXXXXXXXX.

1. **DELIVERABLES**

The Contractor shall:

1. **PERIOD OF PERFORMANCE**

The period of performance of this Contract will start upon the bilateral signature of this contract by authorized signatories of the parties and will end on XXXXX XX, XXXX.

1. **PAYMENT**

The AOC shall pay an amount not to exceed $X,XXX for the performance of work as set forth above. This amount includes expenses necessary or incidental to performing the items under Section I of this contract. The Contractor will submit an invoice after the completion and acceptance of each deliverable noted above.

1. **BILLING PROCEDURES**

The Contractor will submit properly prepared itemized invoices via email to AOC Financial Services at [payables@courts.wa.gov](mailto:payables@courts.wa.gov). Invoices shall be submitted no more frequently than once a month. Incorrect or incomplete invoices shall be returned by AOC to the Contractor for correction or reissuance. The invoices shall describe and document AOC’s reasonable satisfaction a description of the work performed the progress of the project and fees. All invoices shall provide and itemize, at a minimum, the following:

* Contract Number: **PCHXXXXX**
* Contractor name, address and phone number
* Contractor Federal Tax Identification Number
* Description of Services provided
* Date(s) Services were provided
* Date(s) Services provided
* Total Invoice Price

Payment will be considered timely if made by the AOC within thirty (30) calendar dates of receipt of a property prepared invoice. No invoice shall be submitted until after a deliverable has been accepted by the AOC Program Manager (PM). Payment shall be sent to the address designated by the Contractor.

The AOC 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 AOC will not make any advanced payments or payments in anticipation of services or supplies under this Contract.

1. **RIGHTS AND OBLIGATIONS**

All rights and obligations of the parties are subject to and governed by the terms of this Contract and the attached General Terms and Conditions (Appendix A). In the event of an inconsistency, it shall be resolved by giving precedence contained in the body of this Contract and then to the attached General Terms and Conditions.

1. **NON-EXCLUSIVITY**

Nothing contained in this Contract shall be construed to limit in any way the AOC’s right to engage in the services of any other person other than the Contractor to advise the AOC or perform nay services similar to the services for which the Contractor is engaged hereunder or to pay any such person any compensation of any such terms as the AOC may in its sole discretion deem appropriate.

1. **ENTIRE AGREEMENT**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise regarding the subject matter of this Contract shall be considered to exist or to bind any of the parties to this Contract, unless otherwise stated in this Contract.

1. **CONTRACT MANAGEMENT**

The Program Manager and Contractor Contact noted below shall be responsible for and shall be the contact people for all communications and billings regarding the performance of this Contract.

|  |  |
| --- | --- |
| **AOC Program Manager** | **Contractor/ Contact** |
| **XXXXX XXXXX**  XXXXXXXX  XXXXX, WA XXXXX  [XXXX.XXXX@courts.wa.gov](mailto:XXXX.XXXX@courts.wa.gov)  (XXX) XXX-XXXX | **XXXXX XXXXX**  XXXXXXXX  XXXXX, WA XXXXX  [XXXX.XXXX@XXX.XX.XXX](mailto:XXXX.XXXX@XXX.XX.XXX)  (XXX) XXX-XXXX |

**APPROVED:**

|  |  |  |
| --- | --- | --- |
| **Washington State Administrative**  **Office of the Courts** |  | **Contractor Signatory** |
|  |  |  |
|  |  |  |
| *Signature* |  | *Signature* |
|  |  |  |
|  |  |  |
| *Name* |  | *Name* |
|  |  |  |
|  |  |  |
| *Title* |  | *Title* |
|  |  |  |
| *Date* |  | *Date* |

**Appendix A – PCHXXXXX**

**GENERAL TERMS AND CONDITIONS**

**PURCHASE SERVICE CONTRACT**

1. **CHANGES AND MODIFICATIONS** - Any change or modification to this Contract must be through an amendment in writing and signed by both parties.
2. **CONTRACTOR NOT EMPLOYEE OF THE AOC** - The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the AOC.
3. **COUNTERPARTS** - This Contract may be executed in one or more counterparts, all of which together shall constitute one original document. In lieu of the original, a facsimile or scanned copy of the original shall be as effective and enforceable as the original. A facsimile or .pdf signature shall be deemed an original for purposes of evidencing execution of this Contract.
4. **GOVERNING LAW** - This Contract shall be governed in all respects by the laws and statutes of the State of Washington. The venue of any action under this Contract shall be in the Superior Court for Thurston County, Washington.
5. **HOLD HARMLESS** - The Contractor shall defend, protect, and hold harmless the State of Washington, the AOC, or any employees thereof, from and against all claims, suits or actions arising from the Contractor’s acts which are libelous or slanderous, result in injury to persons or property, violate a right of confidentiality, or use or reproduce material of any kind that constitutes an infringement of any copyright, patent, trademark or trade name.
6. **NONASSIGNABILITY** - The Contractor shall not transfer or assign this Contract, nor any claim arising under this Contract.
7. **SAVINGS** - In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, the AOC may terminate the Contract.
8. **TERMINATION FOR CONVENIENCE** - Notwithstanding any provisions of this Contract, the AOC may terminate this Contract by providing written notice of such termination to the Contractor, specifying the effective date thereof, at least five (5) calendar days prior to such date. If this Contract is so terminated, the AOC shall be liable only for payment for services rendered prior to the effective date of termination.
9. **TERMINATION FOR DEFAULT** - The AOC may, by written notice, terminate this Contract, in whole or in part, for failure of the Contractor to perform any of the obligations or provisions required by the Contract. In the event of default, the Contractor shall be liable for damages as authorized by law.
10. **WAIVER** - Waiver of any breach of any term or condition of this Contract shall not be considered a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties to this Contract.