



**NOTICE OF BID OPPORTUNITY  
INFORMAL REQUEST FOR PROPOSAL #2024-12-24**

Project Title: **Child Welfare Court Data Consultant for Family & Youth Justice Program (FYJP)**

Issue date: December 24, 2024

Response Due Date: All Responses **must be received in their entirety by 3:00 p.m.** (Pacific Time) on January 17, 2025 unless an Amendment is issued modifying the Solicitation Schedule set forth in Section 2.1 of this Informal Solicitation Document.

Submit Response To: Responses must be submitted to:  
**Casey Walker, Procurement Coordinator.**  
Washington State Administrative Office of the Courts  
Email: [procurements@courts.wa.gov](mailto:procurements@courts.wa.gov)

**Informal Solicitation will be posted on:**  
AOC Website: [Washington State Courts - Procurement](#)

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## SECTION 1. CONTRACT REQUIREMENTS

### 1. Purpose and intent

This solicitation is issued in order to assist the Family & Youth Justice Programs (FYJP), the Washington State Administrative Office of the Courts (AOC) in seeking qualified contractor(s) for the collaboration with the FYJP to create an actionable plan to fulfill legislative requirements of Senate Bill 6068.

### 2. Background

The Washington State Administrative Office of the Courts' Family & Youth Justice Programs (FYJP) is seeking an innovative and knowledgeable Consultant to run a one-year project to create a plan for identifying, collecting and reporting data on well-being and relational permanency for children involved in dependency court cases. The consultant will work with a wide range of agencies and system partners, identify essential data indicators, and develop an actionable plan to fulfill the legislative requirements of Senate Bill 6068. Expanding access to data that describes the services and experiences of children and youth in the child welfare system will enhance the ability of the courts and policy makers to identify effective practices, programs, and policies that benefit Washington families.

Reporting to the FYJP manager, the consultant will work with minimal supervision and applies independent and decision-making complex, and highly technical, major projects. The consultant will collaborate with AOC staff from the Washington State Center for Court Research and the Courts Business Office, as well as courts, partner agencies, and people with lived expertise.

### 3. Scope

#### Consultation and Collaboration

- Collaborate with representatives from Department of Children Youth and Families (DCYF), Office of Superintendent of Public Instruction (OSPI), Health Care Authority (HCA), Department of Social and Health Services (DSHS), Department of Corrections (DOC), tribal data experts, people with lived experience, and other relevant entities to identify measures of relational permanency and child well-being.
- Facilitate discussions and meetings to gather insights and build consensus on data collection and reporting methods.



- Identify examples of productive data sharing agreements from other states and jurisdictions, consult with national child welfare leaders about need and structures for data sharing for the benefit of children, families and their communities.

### **Data Evaluation and Reporting**

- Develop a comprehensive plan for reporting on child well-being, relational permanency and other legislatively required data, including how to make the information publicly available.
- Assess current rules and expectations about use of existing data to determine what can be reported and identify additional information that should be collected.
- Create a plan for tracking and reporting on contested orders within the dependency system including specifying which party contested the order.

### **Data Sharing Agreements**

- Identify necessary components and work with AOC internal staff to draft data-sharing agreements between AOC and other agencies, including OSPI, HCA, DCYF, DOC, and DSHS, to ensure an accurate understanding of the needs of families in the dependency system.
- Prepare meeting notes and reports summarizing findings and recommendations for legislative reporting.

Bidder shall identify the key personnel it shall utilize in performing this Contract, and their experience and qualifications, as part of its Response. If awarded a Contract, Bidder shall not make changes to such Key Personnel during the term of the Contract except as requested or approved by Agency via an executed amendment.

## **4. Bidder Qualifications and Experience**

All Bidders must meet the following minimum qualifications:

Licensed to do business in the State of Washington or provide a commitment that it will become licensed in Washington within thirty (30) calendar days of being selected as an Apparently Successful Bidder.



- a) Bachelor's degree in court administration, public administration, political science, business administration, social work or closely allied field.
- b) Experience coordinating successful cross-disciplinary projects
- c) Understanding of data collection and reporting requirements in the fields of child welfare, social services, and/or courts.

#### Desired, Experience and Qualifications

- Excellent communication and interpersonal skills and experience with group facilitation and collaboration with diverse system partners.
- Experience producing written recommendations for a legislative or policy audience.
- Knowledge of state laws and regulations related to child welfare and dependency court systems.
- Familiarity with education and health care information data protections and permitted uses under FERPA and HIPPA.
- Familiarity with data-sharing and data governance practices and agreements in governmental or non-profit settings.
- Understanding of the rules of data use, the data life cycle, data quality and data security.
- Familiarity with one or more data system(s) for the following agencies: DCYF, courts, Department of Corrections, public education, and DSHS.

Bidders failing to demonstrate in their Proposals that they meet these minimum qualifications will be considered nonresponsive and will, therefore, be disqualified from further consideration.

#### **5. Period of Contract Performance**

Regardless of the date of execution of any resulting Contract from this Informal



Solicitation, it is anticipated the period of performance will begin upon execution of the Contract and conclude by December 31, 2025. At the discretion of AOC and pursuant to funding availability, contract may be extended. Additional services that are appropriate to the scope of this Solicitation, as determined by AOC, may be added to the Contract in a mutually agreeable by signed written amendment.

## 6. Compensation

The AOC anticipates the estimated contract value to be one hundred thousand \$100,000.00 for the Period of Performance of the Contract. If the AOC determines it is necessary to increase the Contractor's involvement, the AOC, in its sole discretion may amend any awarded contract to increase or decrease the contract value.

### SECTION 2 EXPLANATION OF INFORMAL SOLICITATION PROCESS

#### 1. Informal Solicitation Schedule

The Informal Solicitation Schedule set forth below outlines the tentative schedule. The dates and times listed through the date of response submission are mandatory deadlines. The remaining dates are estimates and may change without the posting of an Amendment. Failure to meet the Response deadline will result in Bidder disqualification.

Item	Action	Date
1.	AOC posts Solicitation.	December 24, 2024
2.	Bidder may submit written questions until 3:00 p.m. (Pacific Time) to: <a href="mailto:Procurements@courts.wa.gov">Procurements@courts.wa.gov</a>	January 7, 2025
3.	AOC will post to AOC Website: <a href="#">Washington State Courts - Procurement</a> responses to written questions.	January 13, 2025
4.	Bidder must submit Response/Proposal by 3:00 p.m. (Pacific Time).	January 17, 2025
5.	AOC review of Proposals.	January 17, 2025- January 22, 2025
6.	Announcement of Apparent Successful Bidder(s) on: AOC Website: <a href="#">Washington State Courts - Procurement</a>	January 22, 2025

Item	Action	Date
7.	AOC notifies unsuccessful Bidder(s).	January 22, 2025
8.	Contract Estimated Execution/Start Date.	February 2025

## 2. **Amendment, Cancellation/Rejection of Proposals, Reissuance of Solicitation**

AOC may amend or add to, retract from or cancel this Solicitation at any time, in whole or in part, and without penalty. AOC reserves the right at its sole discretion to reject any or all Proposals, cancel or rebid this Informal Solicitation.

## 3. **Communications Regarding Solicitation**

Upon the posting of this Informal Solicitation, all communications concerning this Informal Solicitation must be directed to the Procurement Coordinator. AOC may disqualify any Bidder who communicates with anyone in AOC other than the Procurement Coordinator regarding this Informal Solicitation.

AOC considers all oral communications unofficial and non-binding. Bidders should rely only on written statements issued by the Procurement Coordinator. Email shall be considered an official method of communication.

## 4. **Questions and Answers**

Bidders may send written questions concerning this Informal Solicitation to the Procurement Coordinator by the date and time set forth in the Solicitation schedule. Questions should be sent via email and include the number and title of this Solicitation in the subject line.

AOC may consolidate Bidder questions and shall respond by posting one or more Amendments on AOC Website: [Washington State Courts - Procurement](#).

## 5. **Acceptance of Solicitation Terms**

In submitting a Response, Bidder must include a signed Proposal Submission Letter in the form set forth in Attachment A.

Bidder must acknowledge that in submitting a Response, it accepts all terms of this Solicitation Document, including any Attachments or Exhibits, and that Bidder's Response constitutes a binding offer. Bidders may not alter or redline the solicitation terms or requirements in their response. Submitting altered or redlined



solicitation terms or requirements in the Bidder Response may result in bidder disqualification.

## **6. Withdrawal of Responses**

After a Response has been submitted, Bidders may withdraw their Response at any time up to the Response due date and time as specified in Section 2.1, Informal Solicitation Schedule. A written request to withdraw the Response must be submitted to the Procurement Coordinator. After withdrawing a Response, the Bidder may submit another Response at any time up to the Response submission date and time.

## **7. Ownership of Responses**

All materials submitted in response to this Solicitation become the property of AOC, unless received after the deadline. AOC shall have the right to use any of the ideas presented as part of the process in any manner as it deems appropriate or beneficial, regardless of whether it is contained in a Response that results in selection for a Contract.

## **8. Successful Bidder(s)**

The AOC will make the sole determination of clarity and completeness in the responses to any of the provisions in this Informal Solicitation. The review process is designed to select a Bidder whose proposal is deemed to offer the best overall value and that is in the best interests of AOC and the State of Washington.

This Informal Solicitation does not obligate the AOC to contract for the specified services. The AOC reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any Proposal.

### **SECTION 3 INSTRUCTIONS REGARDING CONTENT, FORMAT AND SUBMISSION OF WRITTEN RESPONSES**

Bidders shall submit their Responses to this Informal Solicitation. Failure to complete and submit all required Attachments, and to sign them, if applicable, may result in Bidder disqualification. Responses should use proper grammar, spelling and punctuation and should be submitted in the following order with each section of the Response clearly labeled.

## **1. Attachment: Bidder Response**



Bidders must provide proposals as set forth below to provide the services as outlined in this Informal Solicitation, including the Sample Contract set forth on Attachment A. Proposals should include, and in this order:

- Attachment A - Proposal Submission Letter
- Attachment B - Proposal
  - Bidders experience in delivering similar services,
  - Bidders proposed schedule to accomplish the SOW,
  - Names and contact details for at least three (3) professional references,
- Attachment C – Bidders Proposed Fee Schedule in accordance with the SOW

Bidders should not submit product brochures, white papers, customer testimonials, cut sheets, hyperlinks, webpages, or other pre-prepared materials in response to any of the questions.

If Bidder is awarded a Contract, AOC may require that Bidder's Response/Proposal to be incorporated, in whole or in part, into the Contract.

## **2. Proprietary Information/Public Disclosure**

Materials submitted in response to this Informal Solicitation shall become the property of AOC and will not be returned. All proposals received shall remain confidential until AOC announces the Apparent Successful Bidder (ASB) for this Informal Solicitation at which time the proposals shall be deemed public records subject to disclosure under General Court Rule 31.1.

When a public records request is received for a document that is otherwise disclosable and includes information considered by the Bidder to be confidential, the AOC public records officer will notify the Bidder of the request and of the date that the records will be released to the requester, allowing ten business days for the Bidder to obtain an injunction enjoining disclosure of the identified proprietary information. If the Bidder fails to obtain an injunction, the public records office will release the requested information in its entirety on the date specified. If a Bidder obtains an injunction and ensures that it is received by the public records officer prior to the scheduled release date, AOC shall abide by the injunction, while disclosing the remainder of the requested materials.

**Marking the entire Proposal exempt from disclosure or as Proprietary Information will not be honored.**

## **3. Submission of Responses**





Proposal Responses must be submitted in the format as presented in this solicitation. Proposal Responses must be emailed directly to the Procurement Coordinator at the email address provided on the cover sheet of this Solicitation. Proposal Responses must be received by the Procurement Coordinator in their entirety on or before the due date and time set forth in *Section 2.1., the Informal Solicitation Schedule*, unless a posted Amendment to this Solicitation changes the due date and time.

Bidders assume all risks for the timely submission of the Response. Bidders are responsible for allowing sufficient time to ensure timely electronic receipt of their Response by the Procurement Coordinator. AOC does not assume responsibility for problems with the Bidder's email, or network problems.

AOC will not accept late Responses, nor grant time extensions for individual Bidders. AOC will disqualify any Response and withdraw it from consideration if it is received after the Response submission due date and time.

#### **4. Acceptable Electronic Formats for Submission of Responses**

Bidder Responses, should be submitted in Portable Document Format (Adobe Acrobat PDF), or Microsoft Word, Excel, or PowerPoint. Spreadsheet documents must be submitted in Microsoft Excel and in a live, unprotected file that includes all formulas, macros, and computations that are relied on or used to calculate any rates or values presented therein. When scanning documents to be submitted in PDF format, scanner resolution should be set to at least 200 dots per inch.

**NOTE: AOC cannot receive emails that are larger than 30MB. To keep file sizes to a minimum, Bidders are cautioned not to use unnecessary graphics in their Responses. If your Response approaches or exceeds 30MB, you must break it up and send it by more than one email so that no single email exceeds 30MB.**

### **SECTION 4 REVIEW OF RESPONSES AND OF APPARENT SUCCESSFUL BIDDER**

#### **1. Review of Responses**

The AOC will make the sole determination of clarity and completeness in the responses to any of the provisions in this Informal Solicitation. The review process is designed to select a Bidder whose proposal is deemed to offer the best overall value and that is in the best interests of AOC and the State of Washington. This



Informal Solicitation does not obligate the AOC to contract for the specified services.

The AOC reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any Proposal.

## **2. Bidder's References**

Once the review process is completed, AOC may contact the references provided in order to assess past performance and validate information in Bidder Responses. In submitting a Response, Bidder agrees that it shall hold harmless AOC and any individuals identified as references from and against liability resulting from the provision of information or the receipt and use of that information in evaluating Bidder's Response.

AOC may reject a proposal if a reference provides negative information about a Bidder's past performance.

AOC may, at any time, require additional or substitute references to determine the Bidder's experience and level of responsibility. AOC reserves the right to contact other references known to the state. If the reference check process reveals information that should properly be considered in evaluating Bidder's responses, AOC may, in its sole discretion, reconvene the reviewers to reconsider in light of the information obtained.

## **3. Errors in Bidder Response**

Bidders are responsible for all errors or omissions contained in their Responses. Bidders will not be allowed to alter Response documents after the deadline for Response submissions.

AOC reserves the right to contact any Bidder for clarification. In those cases where it is unclear to what extent a requirement has been addressed, the evaluation panel may, in their discretion and acting through the Solicitation Coordinator, contact a Bidder to clarify specific matters in the submitted Response.

AOC reserves the right to waive minor administrative irregularities contained in any Bidder Response.

## **4. Selection of Apparent Successful Bidder**

The selection process shall determine which Bidder provides the best value in meeting the needs of AOC. Selection of the Apparent Successful Bidder(s) (ASB) depends upon AOC's assessment of multiple factors, including Bidders' qualifications, capabilities, efficiency, experience, reliability, responsibility, integrity, quality of proposed services and deliverables, timeliness, cost and



potential impact on AOC's needs.

AOC's decision will be subject to the execution of a Contract satisfactory to AOC within a reasonable period of time following the announcement of the Apparent Successful Bidder to the Bidders. In the event the parties are unable to reach agreement on the final details of a Contract, AOC shall have the option of negotiating with another Bidder and of revising the announcement of the Apparent Successful Bidder.

## **SECTION 5 CONTRACTING PROCEDURES**

### **1. Contract Execution**

The Apparent Successful Bidder(s) is expected to sign a contract with AOC that is substantially the same as Attachment B, Sample Contract, included with this Informal Solicitation.

AOC reserves the right to require that some or all of Bidder's Response be incorporated into the Contract, and to negotiate the specific wording of the Statement of Work, based on the requirements of this Solicitation and the terms of the Response submitted by the Apparent Successful Bidder. If changes are requested as part of the Proposal Response, AOC may consider, but shall be under no obligation to agree to, modifications to the General Terms and Conditions of Attachment B, Sample Contract.

### **2. Non-Endorsement**

The award of a Contract is not an endorsement by the State or AOC of the Bidder or Bidder's Services and shall not be represented as such by Bidder in any advertising or other publicity materials.

By submitting a Response to this Solicitation, the Bidder agrees to make no reference to AOC in any literature, promotional materials, brochures, sales/marketing presentations or the like without the prior written consent of AOC.

### **3. Background Checks**

Individuals who will be performing the Contract on behalf of the Apparent Successful Bidder may be required to undergo background checks upon AOC request. The Bidder will be responsible for the fees associated with the background checks.



## ATTACHMENT A - SAMPLE INFORMAL

### PROPOSAL SUBMISSION LETTER

***[NOTE: Bidders should use their business letterhead. Failure to submit a letter in this format with the required information may result in disqualification of your proposal as non-responsive]***

Date

Bidder Name

Address of Bidder Principal Place of Business

Bidder Telephone Number

Bidder Fax Number

Bidder Email Address

Name of Contract Person, if different from Bidder Name

Re: Onboarding Jurist-In-Residence Informal Proposal #2024-12-24

Dear Sir or Madam:

Enclosed please find the Response of \_\_\_\_\_ (Bidder) with respect to the above Informal Solicitation. This Response includes this Letter (Attachment A) as well as (Attachment B) Bidders Proposal, and (Attachment C) Fee Schedule as set forth in the Informal Solicitation Document. In addition to these completed Attachments, the response includes the following additional materials (if any):

I am authorized to submit this Response on behalf of Bidder, to make representations on behalf of Bidder and to commit Bidder contractually.

I have read the Informal Solicitation Document and Sample Contract. In submitting this Response, Bidder accepts all terms and conditions stated in the Informal Solicitation Document, including those set forth in the following amendments which Bidder has downloaded (please complete, indicating if no amendments were issued):

Amendment Number(s)

Date(s) Issued

\_\_\_\_ No Amendments were issued with respect to this RFP

Bidder represents that it meets all minimum qualifications set forth in this AOC Informal Solicitation and is capable, willing and able to perform the services described in the AOC Informal Solicitation within the time frames set forth for performance.

By my signature below, I certify that all statements and information provided in Bidder's Response are true and complete.

Sincerely,

(Signature)

Typed Name and Title of Bidder or Authorized Representative



**ATTACHMENT B**  
**SAMPLE CONTRACT**  
**PERSONAL SERVICES CONTRACT – PSCXXXX BETWEEN**  
**WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS**  
**AND**  
**TBD**

This Contract is made and entered into by and between Washington State Administrative Office of the Courts (AOC), and **TBD**, (Contractor), which individually will be referred to as the “party” and collectively as the “Parties”.

**1. PURPOSE**

Develop and run a one-year project to create a plan for identifying, collecting and reporting data on well-being and relational permanency for children involved in Washington State dependency court cases. The contractor will facilitate cross-disciplinary workgroups and conduct research to identify essential data indicators and develop an actionable plan to meet the requirements of Senate Bill 6068. The work will culminate in a report to the legislature and the development of recommendations for implementation.

**2. STATEMENT OF WORK AND DELIVERABLES**

**Contractor shall complete the following Statement of work and required be deliverables listed below:**

**TBD through July 1, 2025**

- Review research and resources gathered by FYJP staff on relational permanence and child well-being.
- Establish and facilitate 4-6 cross-disciplinary workgroups to identify measures of relational permanency and child well-being.
  - Include representatives of the following agencies and groups:
    - Department of Children Youth and Families (DCYF)
    - Office of Superintendent of Public Instruction (OSPI)
    - Health Care Authority (HCA)
    - Department of Social and Health Services (DSHS)
    - Department of Corrections (DOC)
    - tribal data experts
    - people with lived expertise
    - other relevant entities

- Prepare and distribute meeting notes to workgroup participants
- Create summary of recommendations for each group
- Gather information and build consensus on effective data collection and reporting methods.
  - Assess current rules and expectations about the use of existing data to determine what can be reported, and identify additional information that should be collected.
  - Identify examples of productive data sharing agreements from other states and jurisdictions.
  - Consult with national child welfare leaders about the need and structures for data sharing for the benefit of children, families and their communities.
  - Consult with AOC, including FYJP staff, business analysts and data sharing experts, to ensure feasibility of data collection and data sharing recommendations.
- Provide weekly updates on progress to FYJP Manager.
- Create a comprehensive plan for reporting on child well-being, relational permanency and other legislatively required data identified in SB 6068, including how to make the information publicly available.
- Create a plan for tracking and reporting on contested orders within the dependency system, including specifying which party contested the order.
- Provide FYJP with a written report for the Legislature that meets requirements outlined in SB 6068, by July 1, 2025.
  - Provide an outline of report recommendations to FYJP Manager by May 16, 2025
  - Provide draft of report for review and feedback to FYJP Manager by June 13, 2025
  - Final draft of the report due to FYJP Manager by July 1, 2025

**July 1, 2025 – December 31, 2025**

- In partnership with FYJP staff, present the recommendations contained in the report to legislators, workgroup members and other audiences (up



to four formal presentations).

- Identify necessary components of data-sharing agreements between the Administrative Office of the Courts and other agencies, including OSPI, HCA, DCYF, DOC, and DSHS, to ensure an accurate understanding of the needs of families in the dependency system.
- In coordination with AOC staff, assess the feasibility of implementing effective data-sharing arrangements and provide recommendations to increase the likelihood of success.

### **3. ACCEPTANCE**

Completion of deliverable(s) will be considered final and accepted upon the AOC Project Manager approving the deliverables. A deliverable acceptance document will be produced by Contractor and signed by AOC Project Manager. Upon signature of this document Contractor may submit invoice(s).

### **4. PERIOD OF PERFORMANCE**

Subject to other contract provisions and regardless of the date of signature, the period of performance under this contract will commence on **ENTER DATE** and run through December 31, 2025.

### **5. COMPENSATION AND PAYMENT**

AOC shall pay Contractor TBD per hour up to a maximum of \$100,000.00, tax inclusive, for the performance of work as set forth above. This amount includes expenses necessary or incidental to performing the items under the Statement of Work and Deliverables, including, but not limited to, travel, lodging and per diem related expenses. Contractor will submit an invoice after the completion and acceptance of each deliverable noted above.

### **6. BILLING PROCEDURES**

Vendor must register with the Office of Financial Management and receive a Statewide Vendor Number ("SWV") prior to submitting invoices.

[Statewide Vendor/Payee Services | Office of Financial Management \(wa.gov\)](#)

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 Contractor for correction and reissuance. The invoices shall describe and document to 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:

- a) **Contract Number PSCXXXX;**
- b) Contractor name, address, phone number;
- c) Statewide Vendor Number (SWV);
- d) Description of Services provided and approved by AOC PM;
- e) Date(s) Services were provided;



f) Total Invoice Price.

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

AOC may, in its sole discretion, terminate the contract or withhold payments claimed by the Contractor for services rendered if they fail to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by AOC.

## 7. PROJECT MANAGEMENT

The Project Manager and the Contractor shall be the contact person for all communications regarding the performance of this Contract.

AOC Project Manager	Contractor
TBD	TBD

## 8. ASSURANCES

AOC and the Contractor agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

## 9. HARDWARE AND SOFTWARE USE

The Contractor shall ensure they will have the hardware and software necessary to complete the engagement as identified in the scope of work. AOC will not supply hardware or software unless specifically agreed to in writing.

## 10. SITE SECURITY

Contractor and staff shall conform in all respects with physical, fire or other security regulations while on site premises. Failure to comply with safety regulations may be grounds for revoking or suspending security access to these facilities. AOC reserves the right and authority to immediately revoke security access to Contractor and/or staff for any real or threatened breach of this provision. Upon reassignment or termination of any Contractor staff, Contractor agrees to promptly notify AOC.





**11. ENTIRE AGREEMENT**

Each of the documents listed below including but not limited to, are incorporated by reference into this Contract as though fully set forth herein.

- a. **PSCXXXX TBD**
- b. AOC Informal Solicitation # \_\_\_\_\_ **ENTER NAME**.
- c. Proposal Response to # \_\_\_\_\_ **ENTER NAME** and all attachments (including any schedules, exhibits or attachments to any such SOW); all Contractor or manufacturer publications, written materials and schedules, charts, diagrams, tables, descriptions, other written representations, and any other supporting materials Contractor expressly referenced or incorporated into any of the documents referenced.

**12. 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.

**13. APPROVAL**

This contract shall be subject to the written approval of AOC'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 that they have the authority to execute the contract.

**AGREED:**

**Washington State Administrative  
Office of the Courts**

**Contractor**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*



**ATTACHMENT B - SAMPLE CONTRACT  
PERSONAL SERVICES CONTRACT – PSCXXXX  
GENERAL TERMS AND CONDITIONS**

**1. ACCESS TO DATA**

The Contractor shall provide access to data generated under this contract to AOC, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, recommendations of the Contractor's reports, including computer models and methodology for those models.

**2. AMERICAN WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35**

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**3. ADVANCE PAYMENTS PROHIBITED**

No payment in advance or in anticipation of services to be provided under this contract shall be made by the AOC.

**4. CHANGES AND MODIFICATIONS**

Any change or modification to this contract must be in writing and signed by both parties.

**5. CONFLICT OF INTEREST**

The AOC may, by written notice to the Contractor, terminate this contract if it is found after due notice and examination by the AOC that there is a violation of the Ethics in Public Service Act, chapter 42.52 RCW; or any similar statute involving the Contractor in the procurement of, or performance under, this contract.

In the event this contract is terminated as provided above, the AOC shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of the AOC provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

**6. COVENANT AGAINST CONTINGENT FEES**

The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for an AOC percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for purposes of securing business. The AOC shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such AOC percentage, brokerage or contingent fee.



## **7. DISPUTES**

In the event that a dispute arises under this Agreement, the parties agree that it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint two additional members to the Dispute Board. The Dispute Board shall review the facts, agreement terms, and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties.

## **8. FORCE MAJEURE**

Neither Contractor nor AOC shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except Subcontractors).

## **9. GOVERNING LAW**

This contract shall be governed by the laws of the state of Washington. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County. The Contractor, by execution of this contract, acknowledges the jurisdiction of the courts of the state of Washington in this matter.

## **10. INDEMNIFICATION**

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, which result in injury to persons or property, which violate a right of confidentiality, or which constitute an infringement of any copyright, patent, trademark or trade name through use or reproduction of material of any kind.

## **11. DEPENDENT CAPACITY**

The Contractor, his or her employees, or agents performing under this contract are not employees or agents of AOC. The Contractor will not hold himself/herself out to be an officer or employee of AOC or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to an employee under chapter 28B.16 RCW or chapter 41.06 RCW or which would accrue to an employee of the Judicial Branch specifically exempted by chapter 41.06 RCW.

## **12. INSURANCE COVERAGE**

The CONTRACTOR shall provide insurance coverage, which shall be maintained in full force and effect during the term of this contract, as follows:

- a. Workers' Compensation Insurance. Contractor shall comply with



applicable Workers' Compensation or Industrial Accident Insurance providing benefits as required by law.

- b. Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$2,000,000 per occurrence and \$4,000,000 general aggregate.
- c. The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies.

All policies shall be primary to any other valid and collectable insurance. CONTRACTOR shall instruct the insurers to give AOC thirty (30) calendar days advance notice of any insurance cancellation.

Additionally, the CONTRACTOR is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

CONTRACTOR shall submit to AOC within fifteen (15) calendar days of request, of a certificate of insurance that outlines the coverage and limits defined in the Insurance section. CONTRACTOR shall submit renewal certificates as appropriate during the term of the contract.

### **13. LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards necessary for the performance of this contract.

### **14. LIMITATION OF AUTHORITY**

Only the Contracting Officer or his/her delegates (delegation to be made in writing prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract on behalf of the AOC. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the Contracting Officer or his or her delegate.

### **15. NON-ASSIGNABILITY**

Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the Contractor.



**16. NONDISCRIMINATION**

During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.

**17. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the AOC. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance.

**18. PERSONALITY RIGHTS**

Contractor grants the AOC the rights to use Contractor's name, voice, signature, photograph or other likeness in conjunction with services provided under this Agreement and to videotape or audio record the presentation.

**19. PRIVACY PROTECTION**

Personal information collected, used or acquired in connection with this contract shall be used solely for the purposes of this contract. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law. Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The AOC reserve the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the Contractor through this contract. The monitoring, auditing or investigating may include but is not limited to "salting" by the AOC. Salting is the act of placing a record containing unique but false information into a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The Contractor agrees to indemnify and hold harmless the AOC for any damages related to Contractor's unauthorized use of personal information.

**20. PUBLICITY**

The Contractor agrees to submit to the AOC all advertising and publicity matters relating to this contract which AOC's name can be implied or is specifically mentioned. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of AOC.

**21. REGISTRATION WITH DEPARTMENT OF REVENUE**

The Contractor shall complete registration with the State of Washington, Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.



## **22. RIGHTS IN DATA**

The AOC shall own all rights, title and interest in and to all materials developed and delivered under this contract. The Contractor grants to the AOC royalty-free, perpetual license to copy, use, distribute, and modify all materials developed and delivered under this contract for the use and benefit of the judicial branch of the Washington State government. This license does not include the right to sub-license, sell or otherwise transfer the materials or any rights to the materials to any other person or organization for any purpose without the express written authorization of the Contractor.

Materials provided by the AOC to the Contractor remain the sole property of the AOC and cannot be used by the Contractor for purposes beyond this contract without the express written authorization of the AOC.

## **23. RECORDS, DOCUMENTS, AND REPORTS**

The Contractor shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract. The Contractor will retain all books, records, documents, and other material relevant to this contract for six years after settlement, and make them available for inspection by persons authorized this provision.

## **24. RIGHT OF INSPECTION**

The Contractor shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

## **25. SAFEGUARDING OF INFORMATION**

The use or disclosure by the Contractor of any information obtained as a result of performance under this contract concerning the AOC or the Court for any purpose not directly connected with the administration of the AOC's, the Court's or the Contractor's responsibilities with respect to services provided under this contract is prohibited except by written consent of the AOC or the Court.

## **26. 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 under the "Termination for Convenience" clause, without the five-day notice requirement, subject to renegotiation under those new funding limitations and conditions.

## **27. SEVERABILITY**

If any provision of this contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect other provisions of this contract which



can be given effect without the invalid provision, and to this end the provisions of this contract are declared to be severable.

## **28. SUBCONTRACTING**

Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval from the AOC.

## **29. TERMINATION**

### **a) 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, including but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time; Provided, that if (i) it is determined for any reason the Contractor was not in default, or (ii) the Contractor's failure to perform is without Contractor's and/or subcontractor's control, fault, or negligence, the termination shall be deemed to be a Termination for Convenience.

### **b) Termination for Convenience**

Except as otherwise provided in 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.

## **30. TERMINATION PROCEDURE**

Upon termination of this contract, the AOC, in addition to any other rights provided in this contract, shall require the Contractor to deliver to the AOC any property specifically produced or acquired for the performance of such part of the contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The AOC shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the AOC, and the amount agreed upon by the Contractor and the AOC for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services which are accepted by the AOC, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Contracting Officer shall determine the extent of liability of the AOC. The AOC may withhold from any amounts due the Contractor such sum as the AOC determines to be necessary to protect the AOC against potential loss or liability.

The rights and remedies of the AOC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.





After receipt of notice of termination, and except as otherwise directed by the AOC, the Contractor shall:

- a) Stop work under this contract on the date and to the extent specified, in the notice;
- b) Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract as is not terminated;
- c) Assign to the AOC, in the manner, at the times, and to the extent directed by the AOC, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the AOC has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- d) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AOC to the extent the Contracting Officer may require, which approval or ratification shall be final for all purposes of this clause;
- e) Transfer title to the AOC and deliver in the manner, at the times, and to the extent directed by the AOC any property which, if the contract had been completed, would have been required to be furnished to the AOC;
- f) Complete performance of such part of work as shall not have been terminated by the AOC; and
- g) Take such actions as may be necessary, or as the AOC may direct, for the protection and preservation of the property related to this contract which is in possession of the Contractor and in which the AOC has or may acquire an interest.

### **31. TREATMENT OF ASSETS**

Title to all property furnished by the AOC shall remain in the AOC. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the AOC upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in the AOC upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the AOC in whole or in part, whichever first occurs.

Any property of the AOC furnished to the Contractor shall, unless otherwise provided herein or approved by the AOC, be used only for the performance of this contract.

The Contractor shall be responsible for any loss or damage to property of the AOC which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.

Upon loss or destruction of, or damage to, any AOC property, the Contractor shall notify the AOC thereof and shall take all reasonable steps to protect that property from further damage.





The Contractor shall surrender to the AOC all property of the AOC prior to settlement upon completion, termination or cancellation of this contract.

**32. WAIVER**

Waiver of any default of any term or condition of this contract shall not be deemed to be a waiver of any other prior or subsequent default. Waiver of breach of any provision of the contract shall not be deemed a waiver of any other or subsequent breach and shall not be construed as a modification of the terms of this contract unless stated to be such in writing, signed by the Contracting Officer and attached to the original contract.