

PERSONAL SERVICES CONTRACT – PSCXXXXX

BETWEEN

WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS

AND

CONTRACTOR

This Contract is made and entered into by and between Washington State Administrative Office of the Courts (AOC) and **CONTRACTOR** (Contractor). The AOC and Contractor may each be referred to individually as a “Party” or collectively as “the Parties”.

I. PURPOSE

This solicitation is issued in order to assist the Washington State Court of Appeals, the Washington State Administrative Office of the Courts (AOC) in seeking qualified contractor(s) to provide Agile training, Consultation, Evaluation and assessment of the AOC Staff.

II. STATEMENT OF WORK AND DELIVERABLES

The Contractor shall provide Agile training to include but not limited to the following for up to 80 AOC staff:

1. AOC Foundational Agile Workshop

- Two days on site, learning the fundamentals of Agile together. Up to 80 attendees. Remote training support.

2. Agile Assessment

- Baseline the current state of the Court of Appeals core team
- Prioritize areas to improve going forward

3. Coaching Hours

- As needed – support post training and pilot projects
- Estimate needing 10 hours in total

4. 1 Day Agile Team Workshop – As/If Needed

- Customized to the Court of Appeals specific project
- Manuals and guides provided
- Delivered at Court of Appeals facilities
- Up to 20 attendees

Contractor 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.

III. ACCEPTANCE

All Deliverables will be completed by Contractor with input from the AOC Project Manager. Final review and acceptance signers are the Contractor and AOC Project Manager. A signed deliverable acceptance document will be produced. The deliverables will be considered accepted once the acceptance is signed. Once accepted, Contractor may submit an invoice for Deliverables.

IV. PERIOD OF PERFORMANCE

Subject to other contract provisions, the period of performance under this contract will commence on Date of Execution and run through **June 30, 2025**.

V. COMPENSATION AND PAYMENT

The AOC shall pay an amount not to exceed **\$TBD** 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, 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.

VI. BILLING PROCEDURES

Contractor will submit properly prepared itemized invoices via email to AOC Financial Services at **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:

- Contract Number **PSCXXXXX**;
- Contractor name, address, phone number;
- Contractor Federal Tax Identification Number;
- Description of Services provided;
- Date(s) Services were provided;
- Total Invoice Price.

Payment will be considered timely if made by the 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.

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.

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

VII. PROJECT MANAGEMENT

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

AOC Project Manager	Contractor Project Manager
XXXXXX XXXXXX XX XXXXX XXXXX XXXXXX, XX XXXXX XXXXXX.XXXXn@XXXXX.com (xxx) xxx-XXXX	XXXXX XXXXXX XXXX. XXth St. XXXX, WA XXXXX XXXX@XXXXXXXXX.com XXX-XXX-XXXX

VIII. ASSURANCES

The 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.

IX. HARDWARE AND SOFTWARE USE

The Contractor shall ensure that Contractor 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 to the Contractor unless specifically agreed to in writing.

X. SITE SECURITY

Contractor staff shall conform in all respects with physical, fire or other security regulations while on AOC 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 staff for any real or threatened breach of this provision. Upon reassignment or termination of any Contractor staff, Contractor agrees to promptly notify AOC.

XI. ENTIRE AGREEMENT

This contract including Appendix A - General Terms and Conditions, and referenced appendices 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 to exist or to bind any of the parties hereto.

XII. 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.

XIII. APPROVAL

This contract shall be subject to the written approval of the 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.

**WASHINGTON STATE
ADMINISTRATIVE OFFICE OF THE
COURTS**

CONTRACTOR

Signature

Date

Signature

Date

XXXXXXXX XXXXXX

Name

Name

XXXXXXXX

Title

Title

APPENDIX - A
PERSONAL SERVICES CONTRACT – PSCXXXXX
GENERAL TERMS AND CONDITIONS

I. 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.

II. 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.

III. ADVANCE PAYMENTS PROHIBITED

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

IV. CHANGES AND MODIFICATIONS

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

V. 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.

VI. 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.

VII. 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.

VIII. 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).

IX. 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.

X. 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.

XI. INDEPENDENT CAPACITY OF THE CONTRACTOR

The Contractor and 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.

XII. INDUSTRIAL INSURANCE COVERAGE

Prior to performing work under this agreement, the Contractor shall provide or purchase industrial insurance coverage for the Contractor's employees, as may be required by an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51 RCW during the course of this contract. Should the Contractor fail to secure industrial insurance or fail to pay premiums, as may be required under Title 51 RCW, the AOC may deduct the

amount of premiums and any penalties owing from the amounts payable to the Division of Industrial Insurance. This provision does not waive any right under RCW 51.12.050 to collect from the Contractor amounts paid by the AOC.

The AOC will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this Contractor or any Subcontractor or employee of the Contractor which might arise under the industrial insurance laws during the performance of duties and services under this contract. If the Washington State Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this contract, those payments shall be made by the Contractor; the Contractor shall indemnify the AOC and guarantee payment of such amounts.

Industrial insurance coverage through the Department of Labor & Industries is optional for sole proprietors, partners, corporate officers and others, per RCW 51.12.020.

XIII. 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.

XIV. 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.

XV. NON-ASSIGNABILITY

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

XVI. NONDISCRIMINATION

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

XVII. 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.

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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.

XXII. 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.

XXIII. 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.

XXIV. 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.

XXV. 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.

XXVI. 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.

XXVII. 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.

XXVIII. 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.

XXIX. 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.

XXX. 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.

XXXI. 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.

XXXII. 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.