

EXHIBIT A
STANDARD PROVISIONS

1. Indemnification

The Contractor shall indemnify, defend (with counsel satisfactory to the State), and save harmless the State and its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all other contractors, Subcontractors, suppliers, and laborers, and any other person, firm, or corporation furnishing or supplying Work, Materials, Data, or services in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor or its agents or employees in the performance of this Agreement.

2. Relationship of Parties

The Contractor and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

3. Termination for Cause

A. Pursuant to this provision, the State may terminate this Agreement in whole or in part under any one of the following circumstances, by issuing a written Notice of termination for default to the Contractor:

- i. If the Contractor (a) fails to perform the services within the time specified herein or any extension thereof, (b) fails to perform any requirements of this Agreement, or (c) so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and, after receipt of a written Notice from the State specifying failure due to any of the preceding three (3) circumstances, the Contractor does not cure such failure within a period of five (5) business days or, if authorized in the Notice of failure, a longer period,
- ii. If the Contractor should cease conducting business in the normal course, become insolvent or bankrupt, make a general assignment for the benefit of creditors, admit in writing its inability to pay its debts as they mature, suffer or permit the appointment of the receiver for its business or assets, merge with or be purchased by another entity, or avail itself of or become subject for a period of thirty (30) Days to any proceeding under any statute of any State authority relating to insolvency or protection from the rights of creditors.

B. In the event the State terminates this Agreement in whole or in part, due to the Contractor's failure to perform, the State may procure, upon such reasonable terms and in such manner as it may reasonably deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the State for any excess costs

for such similar supplies or services, subject to the limitations contained elsewhere herein; further, the Contractor shall continue the performance of this Agreement to the extent not terminated under this provision.

- C. The Contractor shall not be liable for any excess costs if the failure to perform the Agreement arises out of acts of Force Majeure; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- D. If, after Notice of termination for default of this Agreement, it is determined for any reason that the Contractor was not in default under this provision, or that the default was excusable under this provision, the obligations of the State shall be to pay only for the services rendered at the rates set forth in the Agreement.
- E. The rights and remedies of either party provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

4. No Assignment

Without the written consent of the State, the Contractor shall not assign this Agreement in whole or in part.

5. Time of Essence

Time is of the essence in this Agreement.

6. Validity of Alterations

Alteration or variation of the terms of this Agreement shall not be valid unless made in writing and signed by the parties, and an oral understanding or agreement that is not incorporated shall not be binding on any of the parties.

7. Consideration

The consideration to be paid to the Contractor under this Agreement shall be compensation for all the Contractor's expenses incurred in the performance of this Agreement, including travel and per diem, unless otherwise expressly provided.

END OF EXHIBIT

EXHIBIT B SPECIAL PROVISIONS

1. Definitions

The terms defined below and elsewhere throughout the Contract Documents shall apply to the Agreement as defined.

- A. “**Acceptance**” means the written acceptance issued to the Contractor by the State after the Contractor has completed a Deliverable, Submittal, or other Contract requirement, in compliance with the Contract Documents, including without limitation, Exhibit D, Work to Be Performed and the Acceptance of the Work provision set forth in this exhibit.
- B. “**Administrative Director**” refers to that individual, or authorized designee, empowered by the State to make final and binding executive decisions on behalf of the State.
- C. “**Amendment**” means a written document issued by the State and signed by the Contractor which alters the Contract Documents and identifies the following: (i) a change in the Work; (ii) a change in Contract Amount; (iii) a change in time allotted for performance; and/or (iv) an adjustment to the Agreement terms.
- D. “**Confidential Information**” means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the State’s business or the business of the Courts, their personnel, officers, or constituents, and including any confidential communications between the Contractor and the State, the Court, their personnel, officers, or constituents. Confidential Information does not include (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information that is independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.
- E. The “**Contract**” or “**Contract Documents**” constitute the entire integrated agreement between the State and the Contractor, as attached to and incorporated by a fully executed State Standard Agreement form. The terms “Contract” or “Contract Documents” may be used interchangeably with the term “**Agreement.**”
- F. The “**Contractor**” means the individual, association, partnership, firm, company, consultant, corporation, affiliates, or combination thereof, including joint ventures, contracting with the State to do the Contract Work. The Contractor is one of the parties to this Agreement.

- G. The “**Contractor’s Technology**” refers to various concepts, ideas, methods, methodologies, procedures, processes, know-how, and techniques including, without limitation, function, process, system and data models, including Contractor’s proprietary delivery system; templates; generalized features of the structure, sequence and organization software, user interfaces and screen designs; general purpose consulting and software tools, utilities and routines; and, logic, coherence and methods of operation of systems which the Contractor has created, acquired or otherwise has rights in and may, in connection with the performance of services hereunder, create, acquire or otherwise obtain rights in.
- H. “**Contractor Works**” shall have the meaning set forth in Exhibit B’s provision entitled “Ownership of Data, Materials and Deliverables,” sub-paragraph @.
- I. “**Developed Works**” means any and all Works first created, made, developed, conceived, or reduced to practice, in whole or in part, by or on behalf of the Contractor, the Contractor’s agents or subcontractors, or any combination of the Contractor, the Contractor’s agents or subcontractors, and the State in connection with the performance of the Services, but excluding State Works, Contractor Works and Third Party Works.
- J. “**Court(s)**” means one or more of the fifty-eight (58) superior courts, the Supreme Court of California, and the California Courts of Appeal.
- K. “**Data**” means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
- L. “**Day**” means calendar day, unless otherwise specified.
- M. “**Deliverable(s)**” or “**Submittal(s)**” means one or more items, if specified in the Contract Documents, that the Contractor shall complete and deliver or submit to the State for acceptance.
- N. “**Force Majeure**” means a delay, which impacts the timely performance of Work for which neither the Contractor nor the State are liable because such delay or failure to perform was beyond the control of the party. Force Majeure events include, but are not limited to:
- i. Natural disasters or acts of a public enemy;
 - ii. Fire or other casualty for which a party is not responsible;
 - iii. Quarantine or epidemic;
 - iv. Strike or defensive lockout; and,
 - v. Unusually severe weather conditions.
- O. “**Intellectual Property Rights**” means all copyrights, including without limitation any renewal terms, patents, trademark, service mark, and/or trade name rights, trade-secret rights, and other proprietary rights.

- P. “**Key Personnel**” refers to the Contractor’s personnel named in Exhibit E, Contractor’s Key Personnel, whom the State has identified and approved to perform the Work of the Contract.
- Q. “**Material**” means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.
- R. “**Notice**” means a written document initiated by the authorized representative of either party to this Agreement and given by:
- i. Depositing in the U. S. Mail (or approved commercial express carrier) prepaid to the address of the appropriate authorized representative of the other party, which shall be effective upon date of receipt; or
 - ii. Hand-delivered to the other party’s authorized representative, which shall be effective on the date of service.
- S. “**Project**” refers to all activity relative to this Agreement including activity of the Contractor, its Subcontractors, the State and the State’s representatives.
- T. The “**State**” refers to the Judicial Council of California / Administrative Office of the Courts (“**AOC**”). The State is one of the parties to this Agreement.
- U. “**State Works**” shall have the meaning set forth in Exhibit B’s provision entitled “Ownership of Data, Materials and Deliverables,” sub-paragraph.
- V. “**State Standard Agreement**” means the form used by the State to enter into agreements with other parties. Several originally signed, fully executed versions of the State Standard Agreement, together with the integrated Contract Documents, shall each represent the Agreement as an individual “**Contract Counterpart**.”
- W. “**Stop Work Order**” means the written Notice, delivered in accordance with this Agreement, by which the State may require the Contractor to stop all, or any part, of the Work of this Agreement, for the period set forth in the Stop Work Order. The Stop Work Order shall be specifically identified as such and shall indicate that it is issued pursuant to the Stop Work provision in this Exhibit.
- X. “**Subcontractor**” shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of the Agreement. When the Contract Documents refer to Subcontractor(s), and unless otherwise expressly stated, the term “Subcontractor” includes, at every level and/or tier, all subcontractors, sub-consultants, suppliers, and materialmen.
- Y. “**Task(s)**” means one or more functions, if specified in the Contract Documents, to be performed by the Contractor for the State.

- Z. “**Term**” refers to the period defined by a beginning date and an end date, in accordance with the terms and conditions set forth in the Agreement, during which the Contractor is authorized to provide the Contract Work. The possible Terms of the Agreement are described further in this Exhibit’s paragraph 40, Agreement Term(s) and Options to Renew.
- AA. “**Third Party**” refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, other than the State or the Contractor, which is not a party to this Agreement.
- BB. “**Third Party Works**” means Works owned by third parties, including but not limited to third-party software products.
- CC. “**Work**” or “**Work to be Performed**” or “**Contract Work**” may be used interchangeably to refer to the service, labor, Materials, Data, and other items necessary for the execution, completion and fulfillment of the Agreement by the Contractor to the satisfaction of the State. Work may be defined to include Tasks, Deliverables, and/or Submittals, as required by the Contract.
2. Manner of Performance of Work
- The Contractor shall complete all Work specified in the Contract Documents to the State's satisfaction and in compliance with the Nondiscrimination/No Harassment Clause, as set forth in this Exhibit.
3. Termination Other Than for Cause
- A. In addition to termination for cause under Exhibit A, Standard Provisions paragraph 3, the State may terminate this Agreement at any time upon providing the Contractor written Notice at least ten (10) Days before the effective date of termination. Upon receipt of the termination Notice, the Contractor shall promptly discontinue all services affected unless the Notice specifies otherwise.
- B. If the State terminates all or a portion of this Agreement other than for cause, the State shall pay the Contractor for the fair value of satisfactory services rendered before the termination, not to exceed the total Contract Amount.
4. State's Obligation Subject to Availability of Funds
- A. The State's obligation under this Agreement is subject to the availability of authorized funds. The State may terminate the Agreement or any part of the Contract Work, without prejudice to any right or remedy of the State, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Agreement, or in any Amendment hereto, the State may terminate this Agreement in whole or in part, upon written Notice to the Contractor. Such termination shall be in addition to the State's rights to terminate for convenience or default.

- B. Payment shall not exceed the amount allowable for appropriation by Legislature. If the Agreement is terminated for non-appropriation:
 - i. The State will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and
 - ii. The Contractor shall be released from any obligation to provide further services pursuant to the Agreement as are affected by the termination.
- C. Funding for this Agreement beyond the current appropriation year is conditional upon appropriation by the Legislature of sufficient funds to support the activities described in this Agreement. Should such an appropriation not be approved, the Agreement may terminate at the close of the current appropriation year. The appropriation year ends on June 30 of each year.

5. Stop Work

- A. The State may, at any time, by written Notice to the Contractor, require the Contractor to stop all, or any part, of the Work of this Agreement, for a period up to ninety (90) Days after the Notice is delivered to the Contractor, and for any further period to which the parties may agree (“**Stop Work Order**”). The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Stop Work Order during the period of Work stoppage. Within a period of ninety (90) Days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
 - i. Cancel the Stop Work Order; or
 - ii. Terminate the Work covered by the Stop Work Order as provided for in either of the termination provisions of this Agreement.
- B. If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume Work. The State shall make an equitable adjustment in the delivery schedule, the Contract Amount, or both, and the Agreement shall be modified, in writing, accordingly, if:
 - i. The Stop Work Order results in an increase in the time required for, or in the Contractor’s cost properly allocable to the performance of any part of this Agreement; and
 - ii. The Contractor asserts its right to an equitable adjustment within thirty (30) Days after the end of the period of Work stoppage; however, if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Agreement.

- C. If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated in accordance with the Termination Other Than For Cause provision or the State's Obligation Subject to Availability of Funds provision, as set forth under Exhibit B, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- D. The State shall not be liable to the Contractor for loss of profits because of the Stop Work Order issued under this provision.

6. Agreement Administration/Communication

- A. Under this Agreement, the Project Manager, TBD, shall monitor and evaluate the Contractor's performance. All requests and communications about the Work to be Performed under this Agreement shall be made through the Project Manager.

- i. Any Notice from the Contractor to the State shall be in writing and shall be delivered the Project Manager as follows:

Judicial Council of California
Administrative Office of the Courts
Attn: TBD, AOC Project Manager
Human Resources Division, 7th Floor
San Francisco, CA 94102-3688

- ii. Other than for Notices, the AOC Project Manager may be contacted as follows:

Telephone: TBD
Facsimile: TBD
Email: TBD@jud.ca.gov

- B. Notice to the Contractor shall be directed in writing to:

TBD

7. Standard of Professionalism

The Contractor shall conduct all Work consistent with professional standards for the industry and type of Work being performed under the Agreement.

8. Acceptance of the Work

- A. The State's Project Manager shall be responsible for the sign-off acceptance of all the Work required and submitted pursuant to this Agreement. Prior to approval of the Work and prior to approval for payment, the State's Project Manager will apply the acceptance criteria set forth in subparagraph B of this provision, as appropriate,

to determine the acceptability of the Work provided by the Contractor.
Unsatisfactory ratings will be resolved as set forth in this provision.

- B. Acceptance Criteria for Work (“**Criteria**”) provided by the Contractor pursuant to this Agreement:
- i. Timeliness: The Work was delivered on time;
 - ii. Completeness: The Work contained the Data, Materials, and features required in the Contract; and
 - iii. Technical accuracy: The Work is accurate as measured against commonly accepted standard (for instance, a statistical formula, an industry standard, or de facto marketplace standard).
- C. The Contractor shall provide the Work to the State, in accordance with direction from the State’s Project Manager. The State shall accept the Work, provided the Contractor has delivered the Work in accordance with the Criteria. The State’s Project Manager shall use the Acceptance and Signoff Form, provided as Attachment 1 in Exhibit F of this Agreement, to notify the Contractor of the Work’s acceptability.
- D. If the State rejects the Work provided, the State’s Project Manager shall submit to the Contractor a written rejection using Attachment 1, the Acceptance and Signoff Form, describing in detail the failure of the Work as measured against the Criteria. If the State rejects the Work, then the Contractor shall have a period of ten (10) business days from receipt of the Notice of rejection to correct the stated failure(s) to conform to the Criteria.
- E. If the State’s Project Manager requests further change, the Contractor shall confer with the State’s Project Manager, within three (3) business days of such request, to discuss changes for the final submission of the Work. The Contractor shall provide the Work within three (3) business days after this meeting, at which time the Work will be accepted or the question of its acceptability referred to the Administrative Director of the AOC and a principal of the Contractor, as set forth in subparagraph F below.
- F. If agreement cannot be reached between the State’s Project Manager and the Contractor on the Work’s acceptability, a principal of the Contractor and the Administrative Director of the AOC, or its designee, shall meet to discuss the problem. If agreement cannot be reached, in the reasonable judgment of the Administrative Director of the AOC, or its designee, and/or the Contractor fails to cure such deficiencies that are perceived in the Work to the reasonable satisfaction of the Administrative Director, or its designee, in the reasonable time established by the Administrative Director, the State may reject the Work and will notify the Contractor in writing of such action and the reason(s) for so doing. Upon rejection of the Work, the State may terminate this Agreement pursuant to the terms of Standard Provisions paragraph 3, as set forth in Exhibit A. Termination does not relieve the State of liability for wrongfully rejected Work.

- G. The State's acceptance of the Work shall not relieve the Contractor from its responsibility for the Work. The State's acceptance shall not be deemed to be a waiver of its rights should any claims arise from the performance of the Contractor's Work.

9. Contractor's Personnel and Replacement of Personnel

- A. The Contractor shall provide a consultant to perform the Tasks and provide the Deliverables set forth in this Agreement. The Contractor's consultant shall:
 - i. Serve as the primary contact with the State's personnel;
 - ii. Manage the day to day activities of the Contractor's personnel;
 - iii. Identify the appropriate resources needed;
 - iv. Plan and schedule the Work;
 - v. Meet budget and schedule commitments on this Project;
 - vi. Provide Progress Reports and Project Reviews in accordance with this Agreement; and
 - vii. Manage the overall quality of the Deliverables and the Work performed.
- B. The State reserves the right to disapprove the continuing assignment of any of the Contractor's personnel provided to the State under this Agreement if in the State's opinion, the performance of the Contractor's personnel is unsatisfactory. The State agrees to provide Notice to the Contractor in the event it makes such a determination. If the State exercises this right, the Contractor shall immediately assign replacement personnel, possessing equivalent or greater experience and skills.
- C. If any of the Contractor's Key Personnel become unavailable during the term of this Agreement, the Contractor shall immediately assign replacement personnel, possessing equivalent or greater experience and skills as that demonstrated in the resume set forth in Exhibit E.
- D. The Contractor shall endeavor to retain the same individuals on the Project during the performance of the Work of this Agreement. However, the Contractor may, with approval of the State's Project Manager, introduce personnel to the Project with specific skill sets or release personnel from the Project whose skill set is not needed at the time, except for the Contractor's Project Contact.
- E. If any of the Contractor's Key Personnel identified within the Agreement become unavailable during the term of this Agreement, the Contractor will supply a substitute acceptable to the State's Project Manager.

- F. If any of the Contractor's Key Personnel become unavailable or are disapproved and the Contractor cannot furnish a replacement acceptable to the State, the State may terminate this Agreement for cause pursuant to Standard Provisions paragraph 3, as set forth in Exhibit A.

10. Subcontracting

The Contractor shall not subcontract this Agreement or services provided under this Agreement, unless the State agrees to the subcontracting in writing. Any authorized subcontract(s) shall be executed in the same manner as this Agreement. No party to this Agreement shall in any way contract on behalf of or in the name of another party to this Agreement.

11. Services Warranty

The Contractor warrants and represents that each of its employees, consultants, independent contractors or agents assigned to perform any services or provide any technical assistance in planning, development, training, consulting or related services under the terms of this Agreement shall have the skills, training, and background reasonably commensurate with his or her level of performance or responsibility, so as to be able to perform in a competent and professional manner. The Contractor further warrants that the services provided hereunder will conform to the requirements of this Agreement. All warranties, including any special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, the Court, and any other customer agencies or other beneficiaries of the Work provided hereunder.

12. Accounting System Requirement

The Contractor shall maintain an adequate system of accounting and internal controls that meet Generally Accepted Accounting Principles or GAAP for purposes of enabling the State to exercise its audit rights set forth below.

13. Retention of Records

The Contractor shall maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with State and Federal law, a minimum retention period being no less than four (4) years after final payment under this Agreement. The Contractor is also obligated to protect Data adequately against fire or other damage.

14. Audit

The Contractor shall permit the authorized representative of the State or its designee or both at any reasonable time to inspect or audit all Data relating to performance and billing to the State under this Agreement. The Contractor further agrees to maintain such Data for a period of four (4) years after final payment under this Agreement.

15. Changes and Amendments

Changes or Amendments to any component of the Contract Documents can be made only with prior written approval from the State’s Project Manager. Requests for changes or Amendments must be submitted in writing and must be accompanied by a narrative description of the proposed change and the reasons for the change. Additional funds may not be encumbered under the Agreement due to an act of Force Majeure, although the performance period of the Agreement may be amended due to an act of Force Majeure. After the State’s Project Manager reviews the request, a written decision shall be provided to the Contractor. Amendments to the Agreement shall be authorized via bilateral execution of a State Standard Agreement.

16. Insurance Requirements

- A. General. The Contractor shall obtain and maintain the minimum insurance set forth in subparagraph B, below. By requiring such minimum insurance, the State shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy shall be written on an “occurrence” form; excepting that insurance for professional liability, when required, may be acceptable on a “claims made” form. If coverage is approved and purchased on a “claims made” basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Agreement.
- B. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage and limits no less than the following:
- i. Workers' Compensation at statutory requirements of the State of residency.
 - ii. Employers' Liability with limits not less than \$1,000,000.00 for each accident.
 - iii. Comprehensive General Liability Insurance with limits not less than \$1,000,000.00 for each occurrence, Combined Single Limit Bodily Injury and Property Damage, with aggregate limits at \$2,000,000.00.
 - iv. Comprehensive Automobile Liability Insurance with limits not less than \$1,000,000.00 for each occurrence, Combined Single Limit Bodily Injury and Property Damage, including owned and non-owned and hired automobile coverage, as applicable.
 - v. Professional Liability: Errors and Omissions; \$1,000,000.00 single occurrence and \$2,000,000.00 aggregate limit.
- C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to the State. The deductible and/or self-insured retention of the

policies shall not limit or apply to the Contractor's liability to the State and shall be the sole responsibility of the Contractor.

- D. Other Insurance Provisions. The General Liability policy required in this Agreement is to contain, or be endorsed to contain, the following provisions:
- i. The State, its officers, officials, employees and agents, as well as the officers, officials, employees and agents of the Courts are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement.
 - ii. To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the State, its officers, officials, employees and agents as well as the officers, officials, employees and agents of the Courts. Any insurance and/or self-insurance maintained by the State or the Courts, its officers, officials, employees or agents shall not contribute with the insurance or benefit the Contractor in any way,
 - iii. The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- E. The Contractor shall provide the State certificates of insurance satisfactory to the State evidencing all required coverages before Contractor begins any Work under this Agreement, and complete copies of each policy upon the State's request.
- F. Acceptability of Insurers. Unless otherwise approved by the State:
- i. Insurance is to be placed with insurers with an A.M. Bests' rating of no less than A:VIII, or, if not rated with A.M. Bests, with minimum surpluses the equivalent of A.M. Bests' surplus size VIII.
 - ii. Professional Liability, Errors and Omissions insurance may be placed with insurers with an A.M. Bests' rating of B+: VII. Any exception must be approved by the State.
- G. Subcontractors. The Contractor shall include any Subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. Insurance coverages provided by Subcontractors as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.
- H. All of the Contractor's policies, including Subcontractors' policies, shall be endorsed to provide advanced written Notice to the State of cancellation, nonrenewal, and reduction in coverage, within thirty (30) Days, mailed to the following address: Judicial Council, Administrative Office of the Courts, Business Services Manager, 455 Golden Gate Ave., 7th Floor, San Francisco, CA 94102.

17. Confidentiality

- A. Both the State and the Contractor acknowledge and agree that in the course of performing the Work under this Agreement, the State may disclose Confidential Information to the Contractor.
- B. The Contractor agrees not to disclose the Confidential Information to any Third Party and to treat it with the same degree of care as it would its own confidential information. It is understood, however, that the Contractor may disclose the State's Confidential Information on a "need to know" basis to the Contractor's employees and Subcontractors and, as directed by the State's Project Manager, representatives of the State that are working on the Project. All such employees and Subcontractors of the Contractor shall have executed a confidentiality agreement with the Contractor requiring a promise of confidentiality concerning the Contractor's clients and business.
- C. The Contractor shall acquire no right or title to the Confidential Information. The Contractor agrees not to use the Confidential Information for any purpose except as contemplated pursuant to this Agreement. Notwithstanding the foregoing, the Contractor may disclose the Confidential Information (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it; (ii) as appropriate to respond to any summons or subpoena applicable to it; or (iii) to the extent necessary to enforce its rights under this Agreement.

18. Copyrights and Rights in Data

- A. The State reserves the right to use and copyright, in whole or in part, any Data produced with funding from this Agreement.
- B. The Contractor agrees not to copyright any Data produced with funding from this Agreement unless the State gives the Contractor express permission to do so. If such permission is obtained and the Data is copyrighted, the State will be given an exemption that reserves for it the right to use, duplicate, and disseminate the Data without fee.

19. Copyrights and Rights in Data

All copyrights and rights in the Data produced with funding from this Agreement that may presumptively vest in the Contractor shall be transferred to the State.

20. Ownership of Data, Materials and Deliverables

- A. **State Works.** As between the Contractor and the State, the State will be the sole and exclusive owner of all Works owned by the State as of the Effective Date or created by the State separate from this Agreement (collectively, the "**State Works**"). State Works include, but shall not be limited to, proprietary works of authorship, software, process or logic flowcharts, architecture designs, specifications, models, and documentation, as well as any associated Intellectual Property Rights. As of the

Effective Date, the Contractor will be granted a limited, non-exclusive license during the term of the Agreement to use, access, copy, maintain, modify, enhance and create derivative works of the State Works solely as necessary for and for the sole purpose of providing the Services. The Contractor may not use State Works for any other purpose, and may not sublicense any rights with respect to such State Works. The Contractor will cease use of such State Works upon expiration or termination of this Agreement.

- B. **Rights in Developed Works.** The Contractor hereby irrevocably assigns all right, title, and interest, including without limitation any and all Intellectual Property Rights (all copyrights, including without limitation any renewal terms, patents, trademark, service mark, and/or trade name rights, trade-secret rights, and other proprietary rights), in and to the works first created, made, developed, conceived, or reduced to practice in whole or in part, by or on behalf of the Contractor, the Contractor's agents or subcontractors, or any combination of the Contractor, the Contractor's agents or subcontractors, and the State in connection with the performance of the services of this Agreement, but excluding Contractor Works and Third Party Works, (including, without limitation, any modifications, enhancements and derivative works of the State Works) to the State of California. Accordingly, the State shall be entitled to access to and copies of any source code and any technical or user documentation relating to the Developed Works at all times, including during the progress of the work and upon completion of the work. The State may seek registration of its rights in and to the Developed Works, including without limitation copyright, trademark, service mark, and patent applications, in its own name, though it will not be obligated to do so.
- C. **Contractor Works.** As between the Contractor and the State, the Contractor will be the sole and exclusive owner of all Works owned by it as of the Effective Date or created by it separate from this Agreement (collectively, the "**Contractor Works**"). Contractor Works that may be used as part of Contractor's provision of Services include, but shall not be limited to, proprietary works of authorship that have not been created specifically for the State, including without limitation software, process or logic flowcharts, architecture designs, specifications, models, and documentation, as well as any associated Intellectual Property Rights ("**Contractor's Information**"). Upon introduction of any Contractor Works, the Contractor grants to the State and their subcontractors, without additional charge, (i) a perpetual, irrevocable (except as otherwise expressly provided in this paragraph), fully paid-up, non-exclusive license to use, copy, maintain, modify, enhance and create derivative of such Contractor Works (including, with respect to software, source code, and programmer interfaces) and to sublicense such rights to other entities; and (ii) with respect to Contractor Works that are software, copies of machine-readable and human-readable source code and technical documentation for such software. The foregoing license is subject to a right of revocation only upon the expiration or any whole or partial termination of this Agreement (following notice and a 45-day opportunity to cure) if the State has not made full payment of undisputed amounts properly due and owing to the Contractor.

21. Protection of Proprietary Software and Other Proprietary Data

- A. The State agrees that all Data and Materials appropriately marked or identified by Contractor in writing as proprietary, and furnished hereunder, are provided for the State's exclusive use by the Contractor, or any Subcontractor or agent for the purposes of this Agreement only. All such proprietary Data shall remain the property of the Contractor. The State agrees to take all reasonable steps to insure that such proprietary Data are not disclosed to others, without prior written consent of the Contractor.
- B. The State will use reasonable efforts to insure, prior to disposing of any media, that any licensed Data and Materials contained thereon have been erased or otherwise destroyed.
- C. The State agrees that it will take appropriate action by instruction, agreement, or otherwise, with its employees or other persons permitted access to licensed software and other proprietary Data, to satisfy its obligations under this Agreement with respect to use, copying, modification, protection, and security of proprietary software and other proprietary Data.

22. Trade Secret, Patent and Copyright Indemnification

- A. The Contractor shall hold the Court and the State, its officers, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use by the State or the Court of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article, or appliance furnished or used in connection with the Agreement.
- B. Should the Data, Materials, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, the State shall permit the Contractor at its option and expense either to procure for the State the right to continue using the Data or Materials, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Data or Materials by the State shall be prevented by injunction, the Contractor agrees to take back such Data or Materials and make every reasonable effort to assist the State in procuring substitute Data or Materials. If, in the sole option of the State, the return of such infringing Data or Materials makes the retention of other Data or Materials acquired from the Contractor under this Agreement impractical, the State shall then have the option of terminating this Agreement, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Data or Materials and refund any sums that the State has paid the Contractor less any reasonable amount for use or damage.
- C. The Contractor shall have no liability to the Court or the State under any provision of this clause with respect to any claim of patent, copyright, or trade secret infringement which is based upon the following:

- i. The combination or utilization of Data and/or Materials furnished hereunder with equipment or devices not made or furnished by the Contractor; or,
 - ii. The operation of equipment furnished by the Contractor under the control of any operating software other than, or in addition to, the current version of Contractor-supplied operating software; or,
 - iii. The modification by the State of the equipment furnished hereunder or of the software; or,
 - iv. The combination or utilization of software furnished hereunder with non-Contractor supplied software.
 - D. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
 - E. The foregoing states the entire liability of the Contractor to the Court and the State with respect to infringement of patents, copyrights, or trade secrets.
23. Limitation on Publication

The Contractor shall not publish or submit for publication any article, press release, or other writing relating to the Contractor's services for the State without prior review and written permission by the State.
24. Limitation on State's Liability

The State shall not be responsible for loss of or damage to any non-State equipment arising from causes beyond the State's control.
25. Use of State or Court Provided Equipment

Neither the State nor the Courts shall be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by the Contractor, or by any of its employees, Subcontractors or agents, even though such equipment may be furnished, rented, or loaned to the Contractor by the State or Courts.
26. Conflict of Interest
 - A. The Contractor and employees of the Contractor shall avoid actions resulting in or creating the appearance of (i) use of an official position with the government for private gain; (ii) preferential treatment to any particular person associated with this Agreement or the Work of this Agreement; (iii) loss of independence or impartiality; (iv) a decision made outside official channels; or, (v) adverse effects on the confidence of the public in the integrity of the government or this Agreement.

- B. The Contractor certifies and shall require any Subcontractor to certify to the following:

Former State employees will not be awarded a contract for two (2) years from the date of separation if that employee had any part of the decision making process relevant to the contract, or for one (1) year from the date of separation if that employee was in a policy making position in the same general subject area as the proposed contract within the twelve (12) month period of his or her separation from state service.

27. Covenant Against Gratuities

The Contractor warrants by signing this Agreement that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the Contractor or any agent, director, or representative of the Contractor, to any officer, official, agent, or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State will have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring, on the open market, any items which the Contractor agreed to supply, shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

28. Prohibited Bids Concerning End Product of this Agreement

No person, firm, or subsidiary thereof, which has been awarded a consulting services agreement may submit a bid for, nor be awarded an agreement for, the provision of services, procurement of Materials or Data, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of this Agreement. This provision shall not apply to any person, firm, or subsidiary thereof, which is awarded a subcontract to this Agreement in amounts no more than ten percent (10%) of the total monetary value of this Agreement.

29. National Labor Relations Board

By executing this Master Agreement, the Contractor certifies under penalty of perjury under the laws of the State of California that no more than one (1) final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two (2) year period because of the Contractor's failure to comply with an order of the National Labor Relations Board.

30. Drug-Free Workplace

The Contractor certifies that it will provide a drug-free workplace as required by California Government Code, Sections 8355 through Section 8357.

31. Nondiscrimination/No Harassment Clause

- A. During the performance of this Agreement, the Contractor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. The Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- B. During the performance of this Agreement, the Contractor and its Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom the Contractor or its Subcontractors interact in the performance of this Agreement. The Contractor and its Subcontractors shall take all reasonable steps to prevent harassment from occurring.
- C. The Contractor shall comply with applicable provisions of the Fair Employment and Housing Act, California Government Code, Sections 12990 *et seq.*, and the applicable regulations promulgated under California Code of Regulations, title 2, Sections 7285 *et seq.* The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code, Section 12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full.
- D. The Contractor and any of its Subcontractors shall give written Notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- E. The Contractor shall include the nondiscrimination/no harassment and compliance provisions of this clause in any and all subcontracts issued to perform Work under the Agreement.

32. Americans with Disabilities Act and Section 508 of the Rehabilitation Act

By signing this Master Agreement, Contractor assures the State that it complies with applicable provisions of the Americans with Disabilities Act (“ADA”) of 1990 (42 U.S.C. Sections 012101 *et seq.*), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA. Further, all Work performed by the Contractor shall comply with Section 508 of the Rehabilitation Act, as amended by Congress in 1998 (see www.section508.gov).

33. California Law

This Agreement shall be subject to and construed in accordance with the laws of the State of California.

34. Permits and Licenses

The Contractor shall observe and comply with all federal, state, city, and county laws, rules, and regulations affecting services under this Agreement. The Contractor shall procure and keep in full force and effect during the Term(s) of this Agreement all permits and licenses necessary to accomplish the Work contemplated in this Agreement.

35. Severability

If any term or provision of this Agreement is found to be illegal or unenforceable, the remainder of this Agreement shall remain in full force and effect and that term or provision shall be deemed stricken.

36. Waiver

The omission by either party at any time to enforce any default or right, or to require performance of any of this Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of the default or right, nor shall it affect the right of the party to enforce those provisions later.

37. Signature Authority

The parties signing this Agreement certify that they have proper authorization to do so.

38. Survival

The termination or expiration of the Agreement shall not relieve either party of any obligation or liability accrued hereunder prior to or subsequent to such termination or expiration, nor affect or impair the rights of either party arising under the Agreement prior to or subsequent to such termination or expiration, except as expressly provided herein.

39. Entire Agreement

This Agreement, consisting of all documents as defined herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties. No waiver, alteration, modification of, or addition to the terms and conditions contained herein shall be binding unless expressly agreed in writing by a duly authorized officer of the State.

END OF EXHIBIT

**EXHIBIT C
PAYMENT PROVISIONS**

1. Contract Amount

- A. The total amount the State may pay to the Contractor under this Agreement for performing the Work set forth in Exhibit D, Work to be Performed, shall be the firm fixed price per Deliverable, not to exceed the Contract Amount of **\$TBD** as set forth in this Exhibit.
- B. The Contractor has estimated the costs and expenses necessary to complete the Work. The State’s acceptance of the Contractor’s proposal and price does not (1) imply that the State approves of or adopts the Contractor’s plan, means, methods, techniques, or procedures required to perform the Work, nor (2) relieve the Contractor from the sole responsibility for the accuracy of its estimate and timely completion of the Work of this Agreement within the total amount for compensation set forth herein.

2. Payment for Contract Work

- A. The State shall compensate the Contractor at the firm fixed prices, as set forth in Table 1, below, for the completion and Acceptance of each Deliverable, as set forth in Exhibit D, Work to be Performed, inclusive of all benefits, fees, expenses, overhead, and profits payable to the Contractor for services rendered to the State.

Table 1: Firm Fixed Prices Per Deliverable

Deliverable No.	Deliverable	Firm Fixed Price
1	Initial Meetings and Action Plan	\$TBD
2	Preliminary Reports - Workflow Review and Infrastructure Review	\$TBD
3	Assessment Tools and Data collection	\$TBD
4	Feedback Session	\$TBD
5	Final Report & Discussion	\$TBD
6	Customizable tools, flowcharts, templates	\$TBD

- B. The total actual cost the State may reimburse the Contractor, pursuant to this provision, shall not exceed **\$TBD**.

3. Direct Expenses

All fees and charges noted in this Agreement are inclusive of any and all anticipated travel, lodging, transportation, clerical support, Materials, fees, overhead, profits, and other costs and/or expenses incidental to the performance of the specified requirements under this Agreement.

4. Other Expenses

The State shall not consider reimbursement for costs not defined as allowable in this Agreement, including but not limited to any administrative, operating, travel, meals, and lodging expenses incurred during the performance of this Agreement.

5. Taxes

The State is exempt from federal excise taxes and no payment will be made for any taxes levied on the Contractor's or any Subcontractor's employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement.

6. Method of Payment

A. The Contractor shall submit an invoice for Work provided as set forth in Exhibit D, Work to be Performed, upon completion and Acceptance of the Deliverables set forth in Table 1, above, or no more often than once a month. After receipt of invoice, the State will either approve the invoice for payment or give the Contractor specific written reasons why part or all of the payment is being withheld and what remedial actions the Contractor must take to receive the withheld amount.

B. The State will make payment in arrears after receipt of the Contractor's properly completed invoice. Invoices shall clearly indicate the following:

- i. The Contract number;
- ii. A unique invoice number;
- iii. The Contractor's name and address;
- iv. Taxpayer identification number (the Contractor's federal employer identification number);
- v. Description of the completed Work, including services rendered, completion dates, Deliverable Number, Deliverable Description, including Task(s) performed, as appropriate;
- vi. The contractual charges, including the appropriate cost, price, rate, progress payment, or expenses, if allowable under this Contract; and,
- vii. Preferred remittance address, if different from the mailing address.

C. The Contractor shall submit one (1) original and two (2) copies of invoices to:

Judicial Council of California
Administrative Office of the Courts
c/o Finance Division, Accounts Payable
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102-3688

- D. Please note that invoices or vouchers not on printed bill heads shall be signed by the Contractor or the person furnishing the supplies or services.

7. Disallowance

If the Contractor claims or receives payment from the State for a service or reimbursement that is later disallowed by the State, the Contractor shall promptly refund the disallowed amount to the State upon the State's request. At its option, the State may offset the amount disallowed from any payment due or that may become due to the Contractor under this Agreement or any other agreement.

8. Payment Does Not Imply Acceptance of Work

The granting of any payment by the State shall in no way lessen the liability of the Contractor to replace unsatisfactory Work or Material, even if the unsatisfactory character of such Work or Material may not have been apparent or detected at the time such payment was made. Materials, Data, components, or workmanship that do not conform to Exhibit D, Work to Be Performed, shall be rejected and shall be replaced by the Contractor without delay.

END OF EXHIBIT

EXHIBIT D WORK TO BE PERFORMED

1. Background

- A. The Judicial Council of California, chaired by the Chief Justice of California, is the chief policy making agency of the California judicial system. The California Constitution directs the Council to improve the administration of justice by surveying judicial business, recommending improvements to the courts, and making recommendations annually to the Governor and the Legislature. The Council also adopts rules for court administration, practice, and procedure, and performs other functions prescribed by law. The Administrative Office of the Courts (AOC) is the staff agency for the Council and assists both the Council and its chair in performing their duties. The AOC currently has approximately 928 employees/incumbents in 201 job classifications, distributed over ten divisions and three regional offices. There are currently 47 employees in 26 classifications in the Human Resources division.
- B. The Administrative Office of the Courts' Human Resources Division's newly created HR Infrastructure & Workforce Planning unit provides direct organizational development and workforce planning support for the employees of the AOC, and indirect support for the employees of the California Supreme Court, Courts of Appeal, and Superior Courts. This project is intended to be a comprehensive review of only AOC Human Resources. The AOC Human Resources Needs Assessment is necessary to develop a comprehensive perspective of the needs and concerns of the division and to ensure proactive measures to address to future organizational development and workforce planning needs. The study would also provide a foundation for an integrated approach to sustaining a diverse statewide judicial branch workforce comprised of the best and brightest of the talent pool.

2. Scope of Work

- A. Services are to be performed between **June 12, 2009** and **October 9, 2009** at the AOC's HR Division located in San Francisco, CA. Contractor's Services shall include:
- i. Conducting planning meetings as necessary with an administrative working group (hereafter referred to as the "project team"), which will consist of key stakeholders including representatives from the AOC Human Resources division and may include an inter-divisional committee.
 - ii. Providing a detailed project plan describing stakeholder and sponsor identification process methodology, survey instruments (such as written and electronic questionnaires, telephone and in-person interviews, site visits), and data collection techniques.

- iii. Conducting interviews; collect and analyze relevant data (and upon completion of the project, supply the collected data to the AOC in an acceptable electronic format, e.g., MS Access, MS Excel, SPSS).
 - iv. Creating customizable templates and tools that AOC Human Resources and other judicial branch partners can use for future workflow analysis and divisional realignment efforts.
 - v. Drafting reports and make appropriate recommendations (including deliverables and change management strategy) to the project team.
 - vi. Communicating progress and findings to the project team on a regular basis throughout the duration of the project.
- B. The scope of this study will address two key areas:
- i. **Workflow** - Examine HR workflow of major transactional processes for the four HR groups identified in the division. Document existing processes and identify opportunities for increasing efficiencies.
 - ii. **Infrastructure** - Examine HR divisional structure to identify and recommend opportunities for better alignment with its system and processes.
- C. The Contractor will interact with each of the 10 functional areas listed below, use the appropriate workflow analysis tools to collect and analyze data, provide reports and recommendations for the two areas specified in paragraph 2. A.i., above, and deliver the Deliverables by the Due Dates specified in Table 1, below.

Group A:

1. **Recruitment** develops recruitment strategies, assembles qualified candidate pools and provides HR consultation and guidance on recruitment and selection to the AOC, the Supreme Court, the Courts of Appeal, the Habeas Corpus Resource Center, Commission on Judicial Performance, and California Judicial Center Library.
2. **Payroll and Benefits** provides state payroll and benefits processing for judicial branch employees and judicial officers. A subunit, Human Resource Management Systems, works to capture the full benefits of automation and data management for the judicial branch and enhance HR services to judicial branch employees and judicial officers.
3. **Classification and Compensation** provides direct and indirect services to the judicial branch in the areas of classification and compensation. Staff conducts classification reviews, salary surveys, and statewide studies, and makes recommendations and implements total compensation policies and practices across the judicial branch.

Group B:

4. **Judicial Services Unit** provides judges with a point of contact to answer questions about judicial benefits and any issues related to a judge's quality of life and work, and supports the Working Group on Judicial Pay and Benefits.
5. **Regional Analysts** provides direct and indirect support to the trial courts on court HR issues and statewide judicial branch HR initiatives.

Group C:

6. **Trial Court Benefits, Workers' Compensation and Integrated Disability Management** manages all aspects of the workers' compensation and disability management programs for the Supreme Court, the Courts of Appeal, Habeas Corpus Resource Center, the AOC, and the majority of trial courts.
7. **Policy Development Unit** provides HR policy review and development services for the judicial branch, maintains the Judicial Branch Personnel Policies and Procedures Manual, and provides guidance on policy to the trial courts.
8. **Labor and Employee Relations** provides the judicial branch with a broad range of employee relations services related to employee performance management, discipline, and complaint investigation and resolution. Additionally, staff provides direct and indirect labor relations support and training to the trial courts, including assistance with collective bargaining, contract interpretation and administration, union grievances, and Public Employment Relations Board charges.

Group D:

9. **HR Infrastructure & Workforce Planning Unit** provides technical and consultation assistance to the judicial branch regarding workforce management and development, human resources modernization, and change management.
10. **Budget & HR Communications** is responsible for the day-to-day management of the division's fiscal operations. In addition, the unit also provides internal and external communication services on behalf of the Division Director. The unit also partners with several HR units to provide both fiscal and communication support.

Table 1: Deliverables and Due Dates

Deliverable No.	Deliverable	Due Date
1	<p>Initial Meetings and Action Plan</p> <p>Facilitate planning session(s) with AOC Human Resources to discuss, confirm and agree on expectations, action items in written summarized action plan. Issues to be discussed will include, but not limited to: stakeholder identification, data collection methods, project timeline, project deliverables.</p>	TBD
2	<p>Preliminary Reports - Workflow Review and Infrastructure Review</p> <p>Workflow Review: a) approaches used for identifying and assessing workflow processes, b) key data and findings of major processes and potential gaps, c) recommendations for changes and improvement</p> <p>Infrastructure Review: a) approaches used for evaluating divisional structure, b) key data and findings and identification of potential gaps, c) recommendations for changes and improvement</p>	TBD
3	<p>Assessment Tools and Data collection</p> <p>Assessment Tools and Data- supply all data collection and interview templates used in this study; supply all collected data in an acceptable electronic format. AOC Human Resources and all AOC divisions will have permission to use and make changes to all of the tools, flowcharts, instructional materials, and templates used in this study.</p>	TBD
4	<p>Feedback Session</p> <p>Facilitate a meeting to present findings of the items covered in the Preliminary Report; test reactions, present recommendations, and with AOC’s input, deliver a document detailing next steps.</p>	TBD
5	<p>Final Report & Discussion</p> <p>Review findings and deliverables with project team and discuss recommendations; facilitate meeting with Human Resources Leadership team to identify additional feedback; integrate comments/ suggestions and produce a final report/ set of deliverables.</p>	TBD
6	<p>Customizable tools, flowcharts, templates</p> <p>Deliver customizable tools, flowcharts, templates, and/or instructional materials that can be used by AOC HR and other AOC divisions in future operational planning and workflow management efforts.</p>	October 9, 2009

3. Contractor's Responsibilities

- A. The Contractor's Project Manager will have the following responsibilities under this Agreement:
- i. Serve as overall manager for Project assignments and give direction to its staff and sub-consultants assigned to the Project.
 - ii. Work with State's Project Manager to develop and implement Project schedules.
 - iii. Manage resolution of any contractual and compensation issues.
 - iv. Manage the Work to ensure successful completion of Deliverables.
 - v. Proactively anticipate Project deviations and be responsible for taking immediate corrective action.
 - vi. Proactively assist with resolution of any State dissatisfaction with any aspect of the Work.
 - vii. Coordinate quality control measures of all Work.
 - viii. Coordinate the post course training evaluation

4. State Responsibilities

- A. The State's Project Manager will have the following responsibilities under this Contract:
- i. Assign and coordinate of AOC resources in support of the Work;
 - ii. Provide on-going status reports to AOC management and escalate issues for resolution to AOC management; and
 - iii. Review and approval of Contractor's reports, Deliverables, and invoices for services.

END OF EXHIBIT

EXHIBIT E
CONTRACTOR’S KEY PERSONNEL

1. The following individuals shall be the Contractor’s Key Personnel designated to perform and manage the Work of this Agreement:

Name of Contractor’s Key Personnel	Title	Role
[TBD]	[TBD]	[TBD]

2. On the following [TBD] pages, the resumes of the Contractor’s Key Personnel are attached and incorporated into this Exhibit.

END OF EXHIBIT

EXHIBIT F
ATTACHMENTS

This Exhibit includes the following forms:

- 1) Attachment 1, Acceptance and Signoff Form

END OF EXHIBIT

**EXHIBIT F
ATTACHMENT 1
ACCEPTANCE AND SIGNOFF FORM**

Description of Work provided by Contractor:

Date submitted: _____

Work is:

1) Submitted on time: yes no. If no, please note length of delay and reasons.

2) Complete: yes no. If no, please identify incomplete aspects of the Work.

3) Technically accurate: yes no. If no, please note corrections required.

Please note level of satisfaction:

Poor Fair Good Very Good Excellent

Comments, if any:

Work is accepted.

Work is unacceptable as noted above.

Name: _____

Title: _____

Date: _____

END OF FORM