



Judicial Council of California

ADMINISTRATIVE OFFICE OF THE COURTS

FINANCE DIVISION

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TO: POTENTIAL BIDDERS

FROM: Administrative Office of the Courts
Finance Division

DATE: April 23, 2007

**SUBJECT/PURPOSE
OF MEMO:** REQUEST FOR PROPOSALS
APPELLATE COURT CLASSIFICATION AND COMPENSATION
STUDY

ACTION REQUIRED: You are invited to review and respond to the attached Request for Proposals
("RFP"):

Project Title: Appellate Court Classification and Compensation Study
RFP Number:HR-0407-RB

**PROPOSAL DUE
DATE:** **Proposals must be received by 1 p.m. on May 23, 2007**

**SUBMISSION OF
PROPOSAL:** Proposals must be sent to:
Judicial Council of California
Administrative Office of the Courts
Attn: Nadine McFadden, HR-0407-RB
455 Golden Gate Avenue
San Francisco, CA 94102

**FOR FURTHER
INFORMATION:** E-MAIL:
Solicitations@jud.ca.gov

1.0 GENERAL INFORMATION

1.1 Background

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.

1.2 Appellate Court Classification and Compensation Study

The Human Resources Division of the Administrative Office of the Courts provides direct classification and compensation support for the California Supreme Court and Courts of Appeal. These courts consist of the Supreme Court in San Francisco, and 6 District Courts of Appeal in 9 locations throughout the state (San Francisco; Los Angeles-Ventura; Sacramento; San Diego-Riverside-Santa Ana; Fresno; San Jose). The classification plan is the same for all courts in all locations; the compensation structure is divided into three geographical regions (Region 1 includes Sacramento-Fresno-Riverside; Region 2 includes Los Angeles and San Diego; Region 3 includes San Jose and San Francisco). This project is intended to be a comprehensive review of all Supreme Court and appellate court classifications and compensation. The last comprehensive review of Supreme Court and appellate court classifications was completed in 2000. Compensation adjustments since that time have been selective and sporadic.

1.3 Key Events and Dates

The AOC has developed the following list of key events from Request-for-Proposal (RFP) issuance through contract start date. All deadlines are subject to change at the AOC's discretion.

Event	Date
Issue RFP	April 23, 2007
Deadline for Proposers to Request Clarifications or Modifications	May 9, 2007, 5:00 PM
AOC Posts Clarification/Modification Responses (estimated)	May 16, 2007

Event	Date
Proposal Due Date and Time	May 23, 2007, 1:00 PM
Notice of Intent to Award Issued (estimated)	June 6, 2007
Estimated Contract Start Date	June 20, 2007

- 1.3.1 The RFP and any addenda that may be issued, including responses to Vendor clarification and modification requests, will be available on the following website:

<http://www.courtinfo.ca.gov/reference/rfp> (Courtinfo web site)

1.4 Request for Clarifications or Modifications

- 1.4.1 Vendors interested in responding to the solicitation may submit questions by e-mail only on procedural matters related to the RFP or requests for clarification or modification of this solicitation document, including questions regarding the Standard Provisions in Attachment A, to the Solicitations mailbox referenced below. If the vendor is requesting a change, the request must state the recommended change and the vendor's reasons for proposing the change.

Solicitations mailbox: solicitations@jud.ca.gov

- 1.4.2 All questions and requests must be submitted by e-mail to the Solicitations mailbox and received no later than the date and time specified in Section 1.3, Key Events and Dates. Questions or requests submitted after the due date will not be answered.
- 1.4.3 All e-mail submissions sent to the Solicitations mailbox MUST contain the RFP number and other appropriate identifying information in the e-mail subject line. In the body of the e-mail message, always include paragraph numbers whenever references are made to content of this RFP. Failure to include the RFP number as well as other sufficient identifying information in the e-mail subject line may result in the AOC's taking no action on a vendor's e-mail submission.
- 1.4.4 Without disclosing the source of the question or request, the AOC Contracting Officer will post a copy of both the questions and the AOC's responses on the Courtinfo Web site.

- 1.4.5 If a vendor's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the vendor may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the vendor must submit a statement explaining why the question is sensitive. If the AOC concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the AOC does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the vendor will be so notified.

2.0 PURPOSE OF THIS RFP

The AOC seeks the services of a consultant with expertise in public sector classification and compensation, and, preferably, expertise in these areas as it relates to the California appellate court system.

There are currently 81 classifications involving 853 incumbents in the California Supreme Court and six District Courts of Appeal. The purpose of this project is to conduct a comprehensive classification and compensation review of all existing classifications. It is expected that the classifications will be revised and up-dated as necessary and new specifications for new classifications will be drafted. Once the classification recommendations are completed, a comprehensive review of the compensation structure for these classifications will be developed and recommended.

3.0 SCOPE OF SERVICES

- 3.1. Services are expected to be performed by the consultant between June 1, 2007 and May 31, 2008.
- 3.2. The consultant will be asked to:
 - 3.2.1 Attend a kick-off meeting with AOC Classification and Compensation staff to discuss the issues likely to come up during the study.
 - 3.2.2 Hold meetings with Clerk/Administrators in the Supreme Court and each of the six district courts of appeal to discover areas of concern in each court and develop a plan for the comprehensive review.
 - 3.2.3 Survey all employees to determine if their classifications are accurate. If they are not, then the contractor is expected to update existing classifications or recommend and draft specifications for new classifications. The contractor will be available for in-person or telephone interviews with employees who request them, or when necessary to fully understand what a position does.

- 3.2.4 Develop recommendations for changes to the current classification structure.
- 3.2.5 Allocate the positions to the classes and review the classification concepts and allocation recommendations with the AOC project staff and court management. The AOC and court management will confirm the class concepts and allocations.
- 3.2.6 Conduct a comprehensive compensation review of all appellate court classifications, using current published surveys and other data collection methods to be described by the contractor.
- 3.2.7 Provide a draft report of the classification and compensation recommendations that will be reviewed by AOC and court management, allowing for comments and questions.
- 3.2.8 Provide a final report with recommendations for classification and compensation changes.

4.0 EVALUATION OF PROPOSALS

Proposals will be evaluated by the AOC using the following criteria, in order of descending priority:

- a. Ability to meet timing requirements to complete the project within 12 months.
- b. Organization's experience with projects of similar size and scope, and, in particular, with projects of similar size and scope within the public sector.
- c. Quality of work plan submitted as it relates to meeting the objectives outlined in section 3.2 (above); flexibility of work plan to allow for adjustments to scope and timing as issues arise during the study.
- d. Credentials of staff to be assigned to the project, particularly as they relate to public sector and/or court experience in classification and compensation.
- e. Reasonableness of cost projections.

5.0 SPECIFICS OF A RESPONSIVE PROPOSAL

- 5.1 Responsive proposals should provide straightforward, concise information that satisfies the requirements noted below. Expensive bindings, color displays and the like are not necessary or desired. Emphasis should be placed on conformity to the AOC's instructions, requirements of this RFP, and completeness and clarity of content.

5.2 The bidder must provide one (1) original proposal and five (5) copies to the AOC. The original proposal must be signed by an authorized representative of the service provider, including name, title, address, and telephone number of one individual who is the responder's designated representative. Proposals shall be valid for 90 calendar days following the proposal's due date ("Proposal Validity End Date"). In the event a final contract has not been awarded by the Proposal Validity End Date, the AOC reserves the right to negotiate extensions to the validity period. In addition to the hard copies, the bidder must submit one (1) electronic version of the proposal on CD.

5.3 Proposals must be delivered to the following address:

Judicial Council of California
Administrative Office of the Courts
Attn: Nadine McFadden, HR-0407-RB
455 Golden Gate Avenue
San Francisco, CA 94102

5.4 Proposals must be received no later than the Proposal Due Date and Time specified in Section 1.3. Only written responses will be accepted. Bidders are encouraged to submit their proposal by certified or registered mail or deliver in person in order to ensure receipt by the AOC by the specified deadline. A receipt should be requested for hand-delivered mail.

5.5 Proposal Format

5.5.1 The proposal must be organized in the following format:

- Section 1. Title Page
- Section 2. Description of Services to be Provided
- Section 3. References and Resumes
- Section 4. Cost Proposal and Budget
- Section 5. Acceptance of Proposal Conditions
- Section 6. Financial Statement and Contract
- Section 7. Proposed Contract Terms and Administrative Rules
- Section 8. Specified Exceptions to RFP Terms
- Section 9. Additional Information

5.5.2 Each of the above items must appear in order in the proposal and must cover information as specified below. The absence or inadequacy of such information may be grounds for disqualification.

Section 1. Title Page

The title page will show the bidder's name, address, telephone, fax number, e-mail address, federal tax identification number, the proposal title, and the date submitted.

Signatures

Proposal must be signed by a duly authorized representative.

- If the proposal is made by a sole owner, it must be signed by the sole owner.
- If the proposal is made by a partnership, it must be signed by a member of the partnership and include the name and address of each member of the partnership.
- If the proposal is made by a corporation, it must be signed by two officers of the corporation, consisting of one of each of the following: (1) chairman of the board, president, or vice president, and (2) the secretary, assistant secretary, chief financial officer, or assistant financial officer.
 - If the proposal is made by a corporation and is signed by a person other than an officer, or by only one officer, there must be attached to the proposal satisfactory evidence that the person signing is authorized by the corporation to execute contracts and bind the corporation on its behalf (e.g., certified copy of a corporation resolution or copy of appropriate corporate bylaws).
- If the proposal is made by a joint venture, it must be signed on behalf of each participating company by officers or other individuals who have the full and proper authorization to do so as noted above.
- If the proposal is made by a public agency, it must be signed by an individual authorized to make representations on behalf of the agency.

Section 2. Description of Services to be Provided:

1. The Vendor must provide a detailed description of the services to be provided to meet Scope of Services sections 3.2.1 through 3.2.8.
2. The Vendor must provide the following information:
 - Overall plan with time estimates for completion of all work required.
 - Method to complete the Project

- Proposed process necessary to address the project objectives outlined in section 3.2(above).
- Proposed data collection methods to ensure participants have the opportunity to give full input on the issues that concern them.
- Proposed methodology for collecting and evaluating compensation data, including for those classifications not easily matched in market surveys.
- Proposed project and team organization to ensure depth of coverage for the variety of classifications being reviewed.
- Proposed process for keeping AOC contact informed of progress in the study.

Section 3. References and Resumes

1. Contact person and organization names, addresses, and telephone numbers must be provided from a minimum of five (5) references for which the Vendor has conducted similar services. Dates that services were provided must also be included. If the Vendor is proposing to subcontract with one or more organizations to perform the proposed services, at least one reference must be submitted for each subcontractor.
2. Resumes must be included in this section for key staff that describe their background and experience in conducting the proposed services. If the Vendor is proposing to subcontract any part of the performance of the proposed services, resumes for those agencies must also be included.

Section 4. Cost Proposal and Budget

Bidders must use the forms provided in Attachment C and include them in this section.

Section 5. Acceptance of Proposal Conditions

By submitting a proposal, the bidder affirms and must state in this section of the proposal that he/she accepts the following conditions, any of which may be included in the contract to be entered into between the AOC and the bidder:

1. The AOC may require whatever supporting documentation they deem necessary relative to the bidder's financial ability to complete the contract.

2. The AOC reserves the right to ask for further information from the bidder, either in writing or verbally; any such requests will be addressed to that person or persons authorized by the bidder to represent the bidder.
3. The AOC reserves the sole right to evaluate the bidder's personnel identified in the proposal.
4. The AOC may select a bidder from those submitting proposals. Said selection shall be made on the basis of the evaluation criteria set forth in this RFP. The AOC has no obligation to disclose the names of the evaluation panel members. The AOC and the Court reserve the right to reject any and all proposals.
5. If the bidder has been selected by the evaluation panel, the AOC and the bidder will negotiate a final contract based on the Contract Terms and Conditions in Attachment A.
6. The AOC may cancel this solicitation at any time up until the award of the contract, without any cost or obligation. In the event that agreement cannot be reached with the selected bidder, the AOC and the Court reserve the right to select an alternate bidder.
7. Conditions to be accepted if any work is subcontracted:
 - a. The bidder is the prime and responsible party for contracting and communicating the work to be performed and for channeling other information between the AOC and subcontractors;
 - b. All subcontractors are subject to the AOC and the Court's prior approval; and
 - c. Bidder shall ensure that any subcontractors are bound by the terms of the contract that results from this RFP.
8. The bidder assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by its own organization or is subcontracted to another.

Section 6. Financial Statement and Contract

The proposal must include a statement that the bidder is financially capable of supporting the operation for 75 days prior to the first payment. The statement must describe how this will be accomplished.

Section 7. Proposed Contract Terms and Administrative Rules

1. Contracts with successful parties will be signed by the parties on a State of California Standard Agreement form and will be based on the AOC's Contract Terms and Conditions included as Attachment

A and the Scope of Services. Additional terms and conditions appropriate for this project may be included in the final agreement.

2. The proposal must include a statement as to whether the bidder accepts the terms and conditions set forth in Attachments A and B and the Scope of Services, or whether the bidder takes any exceptions to those terms. The bidder will be deemed to have accepted such terms and conditions and service requirements, except as is expressly called out in the proposal. If exceptions are taken, the bidder must submit a “redlined” version of the term or condition showing all proposed modifications. The bidder must provide an explanation as to why the modification is required.
3. Although the AOC will consider alternate language, the AOC will not be bound by contract language received as part of a proposal. If the bidder requires that the AOC be bound by some or all of the proposed contract language, the proposal may be considered non-responsive and may be rejected.
4. Incorporated in this RFP, and attached as Attachment B, is a document entitled “Administrative Rules Governing Requests for Proposals.” Bidders must follow these rules in preparation of their proposals.

Section 8. Specified Exceptions to RFP terms

1. Within their quotations, bidders must identify any section of this RFP not already noted in Section 7 above to which they take exception. Bidders must identify the specific section, paragraph and reason for the exception. If the bidder does not expressly take exception in its proposal, the bidder will be deemed to have indicated his/her agreement.
2. If a vendor submitting a proposal believes that one or more of the solicitation document’s requirements are onerous or unfair or that it unnecessarily precludes less costly or alternative solutions, the vendor may submit a written request that the solicitation document be changed. Refer to Attachment B, Section J for timelines and procedures.

Section 9. Additional Information

1. Material and data not specifically requested for evaluation, but which the bidder believes are essential, must not appear in other proposed sections but may be included in this section. This information may be generalized narrative of a non-specific nature, or promotional material.

2. If there is no additional information the bidder wishes to present, this section will consist of the statement, "There is no additional data we wish to present."

6.0 RIGHTS

The AOC reserves the right to reject any and all proposals, in whole or in part, as well as the right to issue similar RFPs in the future. This RFP is in no way an agreement, obligation, or contract and in no way is the AOC or the State of California responsible for the cost of preparing the proposal. One copy of a submitted proposal will be retained for official files and becomes a public record.

7.0 ADDITIONAL REQUIREMENTS

- 7.1 It may be necessary to have a conference to clarify the requirements of this RFP. If so, the time, date, and location will be determined at a later date.
- 7.2 It may be necessary to interview prospective service providers to clarify aspects of their submittal. If conducted, interviews will likely be conducted by telephone conference call. The AOC will notify prospective service providers regarding the interview arrangements.

8.0 PROPOSED CONTRACT TERMS AND ADMINISTRATIVE RULES

Contracts with successful firms will be signed by the parties on a State of California Standard Agreement form and will include terms appropriate for this project. Terms and conditions typical for the requested services are attached as Attachment A.

Incorporated in this RFP, and attached as Attachment B, is a document entitled "Administrative Rules Governing Requests for Proposals. Bidders shall follow these rules in preparation of their proposals.

9.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

The Administrative Office of the Courts policy is to follow the intent of the California Public Records Act (PRA). If a vendor's proposal contains material noted or marked as confidential and/or proprietary that, in the AOC's sole opinion, meets the disclosure exemption requirements of the PRA, then that information will not be disclosed pursuant to a request for public documents. If the AOC does not consider such material to be exempt from disclosure under the PRA, the material will be made available to the public, regardless of the notation or markings. If a vendor is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the PRA, then it should not include such information in its proposal.

CONTRACT TERMS AND CONDITIONS

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

The State may, subject to the provisions of this paragraph, by written Notice of default to Contractor, terminate the whole or any part of this Agreement under any one (1) of the following circumstances:

- A. If the Contractor fails to perform the services within the time specified herein or any extension thereof, as follows;
 - i. If the Contractor (a) fails to perform any of the other provisions of this Agreement, or (b) so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two (2) circumstances does not cure such failure within a period of five (5) business days (or such longer period as the party giving written Notice may authorize in writing) after receipt of Notice of such failure from the State; or
 - ii. If 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 a 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 terms and in such manner as it may deem appropriate, supplies or services similar to those so terminated, and Contractor shall be liable to the State for any excess costs for such similar supplies or services, subject to the limitations contained elsewhere herein; provided, that Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this paragraph.
- 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 Contractor.
- D. If, after Notice of termination of this Agreement, it is determined for any reason that the Contractor was not in default under the provisions of this paragraph, or that the default was excusable under the provisions of this paragraph, the obligations of the State shall be to pay only for services rendered at the rates set forth in the Agreement.
- E. The rights and remedies of either party provided in this paragraph 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

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 of a completed Deliverable other Work requirement, in compliance with this Agreement, including without limitation, Exhibit D, Work to Be Performed, and the Acceptance of the Work provision set forth herein. Acceptance of the Work shall not relieve Contractor of its responsibility to comply with the requirements of the Contract and shall not relieve Contractor of its warranty obligations even if the unsatisfactory character of the Work was not detected by the State at the time of acceptance of the Work by the State.
- 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 its 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. “**Contract Amount**” means the total amount encumbered under this Agreement for any payment by the State to the Contractor for performance of the Work, in accordance with the Contract Documents.
- G. 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.
- H. “**Court(s)**” means one or more of the fifty-eight (58) superior courts in the California state trial court system.
- I. “**Data**” means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
- J. “**Day**” means calendar day, unless otherwise specified.
- K. “**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.
- L. “**Force Majeure**” means a delay which impacts the timely performance of Work which neither the Contractor nor the State are liable because such delay or failure to perform was unforeseeable and beyond the control of the party. Acts of Force Majeure include, but are not limited to:
- i. Acts of God or the public enemy;
 - ii. Acts or omissions of any government entity;
 - iii. Fire or other casualty for which a party is not responsible;
 - iv. Quarantine or epidemic;
 - v. Strike or defensive lockout; and,
 - vi. Unusually severe weather conditions.
- M. “**Key Personnel**” refers to the Contractor’s personnel identified in the resume set forth in Exhibit E, Attachment 2, Contractor’s Key Personnel’s Resume, which the parties have agreed upon to perform the Work of the Contract.

- N. **“Material”** means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.
- O. **“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.
- P. **“Project”** refers to all activity relative to this Agreement including activity of the Contractor, its Subcontractors, the State and the State’s representatives.
- Q. 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.
- R. **“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.”**
- S. **“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 B.
- T. **“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 State refers to Subcontractor(s) in this document, for purposes of this Agreement and unless otherwise expressly stated, the term **“Subcontractor”** includes, at every level and/or tier, all subcontractors, sub-consultants, suppliers, and materialmen.
- U. **“Task(s)”** means one or more functions, if specified in the Contract Documents, to be performed by the Contractor for the State.
- V. **“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.

- W. **“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 these Contract Documents to the State's satisfaction and in compliance with the Nondiscrimination/No Harassment Clause, as set forth in this Exhibit B.

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 will 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 shall monitor and evaluate the Contractor's performance. The Project Manager for this Agreement is TBD. All requests and communications about the Work to be Performed under this Agreement shall be made through the Project Manager. Any Notice from the Contractor to the State shall be in writing and shall be delivered as follows:

TBD, Project Manager
Judicial Council of California
Administrative Office of the Courts
455 Golden Gate Avenue
San Francisco, CA 94102-3688

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

TBD

7. Contractor's Personnel and Replacement of Personnel

- A. 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.
- B. The responsibilities of the Contractor's Key Personnel are set forth in Exhibit D, Work to be Performed. If the Contractor's Key Personnel, as identified in Exhibit E, Attachment 2, Contractor's Key Personnel's Resume, becomes unavailable during the term of this Agreement, the Contractor shall immediately assign replacement personnel, possessing equivalent or greater experience and skills to the Contractor's Key Personnel, as demonstrated by the resume set forth in Exhibit E, Attachment 2, Contractor's Key Personnel's Resume.
- C. If the Contractor's Key Personnel identified in Exhibit E, Attachment 2, Contractor's Key Personnel, becomes unavailable during the term of this Agreement, the Contractor will supply a substitute acceptable to the State's Project Manager.

- D. If the Contractor's Key Personnel becomes unavailable or is 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.

8. 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.

9. Acceptance of the Work

- A. The 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 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 Project Manager. The State shall accept the Work, provided the Contractor has delivered the Work in accordance with the Criteria. The Project Manager shall use the Acceptance and Signoff Form, provided as Attachment 1 to this Agreement, to notify the Contractor of the Work’s acceptability.
- D. If the State rejects the Work provided, the 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 Project Manager requests further change, the Contractor shall meet with the 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 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.

10. Evaluation of Contractor

The State shall evaluate the Contractor's performance under the Agreement.

11. 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 employees and Subcontractors of the Contractor performing services for the State, which shall have executed a confidentiality agreement with the Contractor requiring a promise of confidentiality concerning the Contractor's clients and business. Such confidentiality agreement shall include a plan for protecting the confidentiality of study participants that specifies control of physical records that contain personal identifiers, control of electronic records that contain personal identifiers through passwords and other protections, and transfer of all records to the AOC at the end of the Project.
- 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.

12. Services Warranty

The Contractor warrants and represents that each of its employees, 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, customer agencies, and any other recipients of the services provided hereunder.

13. 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.

14. Ownership of Results

Any interest of the Contractor in Data in any form, or other documents and/or recordings prepared by the Contractor for performance of services under this Agreement shall become the property of the State. Upon the State's written request, the Contractor shall provide the State with all this Data within thirty (30) Days of the request.

15. Changes and Amendments

Changes or Amendments to any component of the Contract Documents can be made only with prior written approval from the 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 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. Accounting System Requirement

The Contractor shall maintain an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles or GAAP.

17. 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. The retention period starts from the date of the submission of the final payment request. The Contractor is also obligated to protect Data adequately against fire or other damage.

18. 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.

19. 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. The State review shall be completed within thirty (30) Days of submission to the Project Manager and, if permission is denied, the State shall provide its reasons for denial in writing.

20. 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.

21. 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. Commercial General Liability Insurance with limits not less than \$1,000,000.00 for each occurrence, Combined Single Limit Bodily Injury and Property Damage.
 - iv. Business 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.
- C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to, and approved by, 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 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. Any insurance and/or self-insurance maintained by the State, 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. If at any time the foregoing policies shall be or become unsatisfactory to the State, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the State, the Contractor shall, upon Notice to that effect from the State, promptly obtain a new policy, and shall submit the same to the State, with the appropriate certificates and endorsements, for approval.
- G. All of the Contractor's policies shall be endorsed to provide advanced written Notice to the State of cancellation, nonrenewal, and reduction in coverage, within fifteen (15) 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 94104.

22. Conflict of Interest

- A. The Contractor and employees of the Contractor shall not participate in proceedings that involve the use of State funds or that are sponsored by the State if the person's partner, family, or organization has a financial interest in the outcome of the proceedings. The Contractor and employees of the Contractor shall also 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.

23. 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.

24. National Labor Relations Board

By executing this 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.

25. Drug-Free Workplace

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

26. 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.

27. Americans with Disabilities Act

By signing this 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.

28. 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 of this Agreement all permits and licenses necessary to accomplish the Work contemplated in this Agreement.

29. California Law

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

30. Severability

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

31. 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.

32. Signature Authority

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

33. 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.

34. 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 (i) imply that the State approves of or adopts the Contractor's plan, means, methods, techniques, or procedures required to perform the Work, nor (ii) 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. For performing the Work of this Agreement, as set forth in Exhibit D, Work to be Performed, the State shall compensate the Contractor, for the completion and Acceptance of each Deliverable due, at the firm fixed price set forth in Table 1,

below, inclusive of all costs, benefits, expenses, fees, overhead, and profits payable to the Contractor for services rendered to the State.

Table 1: Deliverable Firm Fixed Price and Due Date

<i>Deliverable No.</i>	<i>Deliverables Due Date</i>	<i>Firm Fixed Price Per Deliverable</i>
<i>TBD</i>	<i>TBD</i>	<i>TBD</i>

- B. The total amount the State may pay the Contractor, pursuant to this provision, shall be **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 charges for 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. Upon completion of the Work, as set forth in Exhibit D, Work to be Performed, the Contractor shall submit an invoice for Work provided. In no event shall the Contractor bill the State 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. The taxpayer identification (federal tax identification number);
- v. A description of the completed Work, including a description of the services rendered, Task(s) performed, and/or Deliverable(s) made, as appropriate;
- vi. The dates worked;
- vii. The appropriate contractual charge(s) as set forth in this Exhibit; and
- viii. A 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
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. Payment Does Not Imply Acceptance of Work

The granting of any progress payment by the State as provided in this Exhibit 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.

2. Summary of Work

The purpose of this project is to conduct a comprehensive classification and compensation review of all existing job classifications for the California Supreme Court and Courts of Appeal. It is expected that the classifications will be revised and up-dated as necessary and new specifications for new classifications will be drafted. Once the classification recommendations are completed, a comprehensive review of the compensation structure for these classifications will be developed and recommended.

3. Scope of Work

The Contractor will provide the following Work:

<i>Description of Work</i>	<i>Completion Date</i>
TBD	TBD

4. Contractor Responsibilities

A. The Contractor's Key Personnel will have the following responsibilities under this Contract:

- i. Responsible for the end results and for day-to-day Project management;
- ii. Serves as the Contractor's primary contact;
- iii. Works closely with the Project Manager;
- iv. Manages, prepares, and refines the Contract's end results;
- v. Proactively assists with resolution of issues with any aspect of the Work;
- vi. Proactively anticipates Project deviations and is responsible for taking immediate corrective action;
- vii. Works with Project Manager to manage and coordinate work and knowledge transfer; and
- viii. Responsible for management of Project budget within constraints of Work requirements.

5. AOC Responsibilities

The Project Manager will be responsible for managing, scheduling, and coordinating all Project activities, including Project plans, timelines, and resources, and escalating issues for resolution to AOC management.

**JUDICIAL COUNCIL OF CALIFORNIA
ADMINISTRATIVE OFFICE OF THE COURTS**

ADMINISTRATIVE RULES GOVERNING REQUESTS FOR PROPOSALS

A. General

1. This solicitation document, the evaluation of proposals, and the award of any contract shall conform with current competitive proposing procedures as they relate to the procurement of goods and services. A vendor's proposal is an irrevocable offer for forty-five (45) days following the deadline for its submission.
2. In addition to explaining the Administrative Office of the Courts' (AOC's) requirements, the solicitation document includes instructions which prescribe the format and content of proposals.

B. Communications with AOC Regarding the RFP

1. Except as specifically addressed elsewhere in this RFP, including directions pertaining to the submittal of Proposals, vendors shall use the "Solicitations Mailbox," identified on the cover memo of this RFP, for any communications with the AOC regarding the RFP and award. Vendors must include the RFP Number in subject line of any communication.

C. Questions Regarding the RFP

1. If a vendor's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the vendor may submit the question via email to the Solicitations Mailbox, identified on the cover memo of this RFP, conspicuously marking it as "CONFIDENTIAL." With the question, the vendor must submit a statement explaining why the question is sensitive. If the AOC concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the AOC does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the vendor will be notified.
2. Vendors interested in responding to the solicitation may submit questions via email to the Solicitations Mailbox, identified on the cover memo of this RFP, on procedural matters related to the RFP or requests for clarification or modification of this solicitation no later than the due date and time, set forth on the RFP cover memo. If the vendor is requesting a change, the request must set forth the recommended change and the vendor's reasons for proposing the change. Questions or requests submitted after the due date and time will not be answered. Without disclosing the source of the question or request, a copy of

the questions and the AOC's responses will be posted on the Courtinfo website (<http://www.courtinfo.ca.gov/reference/rfp/>).

D. Errors in the RFP

1. If, prior to the date fixed for submission of proposals, a vendor discovers any ambiguity, conflict, discrepancy, omission, or error in this solicitation document, the vendor shall immediately notify the AOC via email to the Solicitations Mailbox, identified on the cover memo of this RFP and request modification or clarification of the RFP. Without disclosing the source of the request, the AOC may modify the solicitation document prior to the date fixed for submission of proposals by posting an addendum to the solicitation on the AOC's web site "Courtinfo" (<http://www.courtinfo.ca.gov/reference/rfp/>)
2. If a vendor fails to notify the AOC of an error in the RFP known to vendor, or an error that reasonably should have been known to vendor, prior to the date fixed for submission of proposals, vendor shall propose at its own risk. Furthermore, if vendor is awarded the TPA agreement, vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

E. Addenda

1. The AOC may modify the solicitation document prior to the due date and time for submission of proposals, as set forth in the RFP cover memo, by posting an addendum on the Courtinfo website at: (<http://www.courtinfo.ca.gov/reference/rfp/>).
2. If any vendor determines that an addendum unnecessarily restricts its ability to propose, the vendor shall immediately notify the AOC via email to the Solicitations Mailbox, identified on the cover memo of this RFP, no later than one day following issuance of the addendum.

F. Withdrawal and Re-submission / Modification of Proposals

A vendor may withdraw its proposal at any time prior to the deadline for submitting proposals by notifying the AOC in writing of its withdrawal. The notice must be signed by the vendor. The vendor may thereafter submit a new or modified proposal, provided that it is received at the AOC no later than the proposal due date and time listed on the cover letter of this RFP. Modifications offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn after the proposal due date and time listed on the coversheet of this RFP.

G. Errors in the Proposal

If errors are found in a proposal, the AOC may reject the proposal; however, AOC may, at its sole option, correct arithmetic or transposition errors or both on the basis that the lowest level of detail will prevail in any discrepancy. If these corrections result in significant changes in the amount of money to be paid to the vendor (if selected for the award of the agreement), the vendor will be informed of the errors and corrections thereof and will be given the option to abide by the corrected amount or withdraw the proposal.

H. Rights to Reject or Award Proposals

1. The AOC may reject any or all proposals and may or may not waive an immaterial deviation or defect in a proposal. The AOC's waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse a vendor from full compliance with solicitation document specifications. The AOC reserves the right to accept or reject any or all of the items in the proposal, to award the contract in whole or in part and/or negotiate any or all items with individual vendors if it is deemed in the AOC's best interest. Moreover, the AOC reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or against the best interest of the State of California.
2. In addition to the right to reject any and all proposals, in whole or in part, the AOC also reserves the right to issue similar RFPs in the future. This RFP is in no way an agreement, obligation, or contract and in no way is the AOC or the State of California responsible for the cost of preparing the proposal. One copy of a submitted proposal will be retained for official files and becomes a public record.
3. Vendors are specifically directed NOT to contact any AOC or its personnel or consultants for meetings, conferences, or discussions that are specifically related to this RFP at any time prior to any award and execution of a contract. Unauthorized contact with any AOC or its personnel or consultants may be cause for rejection of the vendor's proposal.

I. Evaluation Process

1. An evaluation team will review in detail all proposals that are received to determine the extent to which they comply with solicitation document requirements.
2. If a proposal fails to meet a material solicitation document requirement, the proposal may be rejected. A deviation is material to the extent that a response is

not in substantial accord with solicitation document requirements. Material deviations cannot be waived. Immaterial deviations may cause a proposal to be rejected.

3. Proposals that contain false or misleading statements may be rejected if in the AOC's opinion the information was intended to mislead the state regarding a requirement of the solicitation document.
4. Cost sheets will be checked only if a proposal is determined to be otherwise qualified. All figures entered on the cost sheets must be clearly legible.
5. During the evaluation process, the AOC may require a vendor's representative to answer questions with regard to the vendor's proposal. Failure of a vendor to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.

J. Protest Procedure

1. General

Failure of a vendor to comply with the protest procedures set forth in this Section, will render a protest inadequate and non-responsive, and will result in rejection of the protest.

2. Prior to Submission of Proposal

An interested party that is an actual or prospective proposer with a direct economic interest in the procurement may file a protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal. Such protest must be received prior to the due date and time for submittal of proposals, as set forth on the RFP cover memo. The protestor shall have exhausted all administrative remedies discussed in this Attachment B prior to submitting the protest. Failure to do so may be grounds for denying the protest.

3. After Notice of Intent to Award/Not to Award

- (i) A vendor submitting a proposal may protest the AOC's intent to award based upon allegations of improprieties occurring during the proposal evaluation or selection period if it meets all of the following conditions:
 - a. The vendor has submitted a proposal that it believes to be responsive to the solicitation document;

- b. The vendor believes that its proposal meets the administrative and technical requirements of the solicitation, proposes services of proven quality and performance, and offers a competitive cost; and,
 - c. The vendor believes that the AOC has incorrectly selected another vendor submitting a proposal for an award.
- (ii) Protests must be received no later than five (5) business days after the protesting party receives a notice of intent not to award.

4. Form of Protest

- (i) A vendor who is qualified to protest should submit the protest to the individual addressed under Submission of Proposals, as set forth in the RFP cover memo, who will forward the matter to the appropriate Contracting Officer.
- a. The protest must be in writing and sent by certified, or registered mail, or overnight delivery service (with proof of delivery), or delivered personally to the address noted on the RFP cover memo under Submission of Proposals. If the protest is hand-delivered, a receipt must be requested.
 - b. The protest shall include the name, vendor, address, telephone and facsimile numbers, and email address of the party protesting or their representative.
 - c. The title and number of the solicitation document under which the protest is submitted shall be identified.
 - d. A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.
 - e. The specific ruling or relief requested must be stated.
- (ii) The AOC, at its discretion, may make a decision regarding the protest without requesting further information or documents from the protestor. Therefore, the initial protest submittal must include all grounds for the protest and all evidence available at the time the protest is submitted. If the protestor later raises new grounds or evidence that was not included in the initial protest but which could have been raised at that time, the AOC will not consider such new grounds or new evidence.

5. Determination of Protest Submitted Prior to Submission of Proposal

Upon receipt of a timely and proper protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal, the AOC will provide a written determination to the protestor prior to the date and time for submittal of proposals, as set forth on the RFP cover memo. If required, the AOC may extend such proposal due date and time to allow for a reasonable time to review the protest. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the AOC, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

6. Determination of Protest Submitted After Submission of Proposal

Upon receipt of a timely and proper protest, the AOC will investigate the protest and will provide a written response to the vendor within a reasonable time. If the AOC requires additional time to review the protest and is not able to provide a response within ten (10) business days, the AOC will notify the vendor. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below. The AOC, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the agreement.

7. Appeals Process

- (i) The Contracting Officer's decision shall be considered the final action by the AOC unless the protesting party thereafter seeks an appeal of the decision by filing a request for appeal with the AOC's Business Services Manager, at the same address set forth under Submission of Proposal on the RFP cover memo, within five (5) calendar days of the issuance of the Contracting Officer's decision.
- (ii) The justification for appeal is specifically limited to:
 - a. Facts and/or information related to the protest, as previously submitted, that were not available at the time the protest was originally submitted;
 - b. Contracting Officer's decision contained errors of fact, and that such errors of fact were significant and material factors in the Contracting Officer's decision; or
 - c. Decision of the Contracting Officer was in error of law or regulation.
- (iii) The vendor's request for appeal shall include:

- a. Name, vendor, address, telephone and facsimile numbers, and email address of the vendor filing the appeal or their representative;
 - b. Copy of the Contracting Officer's decision;
 - c. Legal and factual basis for the appeal; and
 - d. Ruling or relief requested. Issues that could have been raised earlier will not be considered on appeal.
- (iv) Upon receipt of a request for appeal, the AOC's Business Services Manager will review the request and the decision of the Contracting Officer and shall issue a final determination. The decision of the AOC's Business Services Manager shall constitute the final action of the AOC.

8. Protest Remedies

- (i) If the protest is upheld, the AOC will consider all circumstances surrounding the procurement in its decision for a fair and reasonable remedy, including the seriousness of the procurement deficiency, the degree of prejudice to the protesting party or to the integrity of the competitive procurement system, the good faith efforts of the parties, the extent of performance, the cost to the AOC, the urgency of the procurement, and the impact of the recommendation(s) on the AOC. The AOC may recommend any combination of the following remedies:
 - a. Terminate the contract for convenience;
 - b. Re-solicit the requirement;
 - c. Issue a new solicitation;
 - d. Refrain from exercising options to extend the term under the contract, if applicable;
 - e. Award a contract consistent with statute or regulation; or
 - f. Other such remedies as may be required to promote compliance.

K. Disposition of Materials

All materials submitted in response to this solicitation document will become the property of the State of California and will be returned only at the AOC's option and at the expense of the vendor submitting the proposal. One copy of a submitted proposal will be retained for official files and become a public record. Any material that a vendor considers as confidential but does not meet the disclosure exemption requirements of the California Public Records Act should not be included in the vendor's proposal as it may be made available to the public.

L. Payment

1. Payment terms will be specified in any agreement that may ensue as a result of this solicitation document.
2. **THE STATE DOES NOT MAKE ANY ADVANCE PAYMENT FOR SERVICES.** Payment is normally made based upon completion of tasks as provide in the agreement between the AOC and the selected vendor. The AOC may withhold ten percent of each invoice until receipt and acceptance of the final product. The amount of the withhold may depend upon the length of the project and the payment schedule provide in the agreement between the AOC and the selected vendor.

M. Award and Execution of Agreement

1. Award of contract, if made, will be in accordance with the solicitation document to a responsible vendor submitting a proposal compliant with all the requirements of the solicitation document and any addenda thereto, except for such immaterial defects as may be waived by the AOC.
2. The AOC reserves the right to determine the suitability of proposals for contracts on the basis of a proposal's meeting administrative requirements, technical requirements, its assessment of the quality of service and performance of items proposed, and cost.
3. The AOC will make a reasonable effort to execute any contract based on this solicitation document within forty-five (45) days of selecting a proposal that best meets its requirements. However, exceptions taken by a vendor may delay execution of a contract.
4. A vendor submitting a proposal must be prepared to use a standard state contract form rather than its own contract form.
5. Upon award of the agreement, the agreement shall be signed by the vendor(s) in two original contract counterparts and returned, along with the required attachments, to the AOC no later than ten (10) calendar days of receipt of agreement form, but prior to end of June if award is at fiscal year-end. The period for execution may be changed by mutual agreement of the parties. Agreements are not effective until executed by both parties and approved by the appropriate AOC officials. Any work performed prior to receipt of a fully executed agreement shall be at vendor(s)' own risk.

N. Failure to Execute the Agreement

Failure to execute the agreement within the time frame identified above shall be sufficient cause for voiding the award. Failure to comply with other requirements

within the set time shall constitute failure to execute the agreement. If the successful vendor(s) refuse or fail to execute the agreement, the AOC may award the agreement to the next qualified vendor(s).

O. Decision

Questions regarding the AOC's award of any business on the basis of proposals submitted in response to this solicitation document, or on any related matter, should be addressed to Solicitations Mailbox, set forth on the RFP cover memo.

P. News Releases

News releases pertaining to the award of a contract may not be made without prior written approval of the AOC's Business Services Manager.

Pricing Form #1, Pricing Recap - Proposal

Transfer the totals from Pricing Form #s 2, 4, and 5 to the table below.

Description	Amount
Labor (from Pricing Form #2)	
Administrative, Operating, and Incidental Expenses (from Pricing Form #4)	
Travel (from Pricing Form #5)	
Total Not To Exceed Amount	

Pricing Form #2, Pricing Per Deliverable for Labor

For each of the following tasks, transfer the total number of billable hours and the not to exceed amounts from Pricing Form #3.

Task Item Section	Task Description	Deliverable Due Date / Completion Date	Total Hours	Amount
3.2.1	Attend a kick-off meeting with AOC Classification and Compensation staff to discuss the issues likely to come up during the study.			
3.2.2	Hold meetings with Clerk/Administrators in the Supreme Court and each of the six district courts of appeal to discover areas of concern in each court and develop a plan for the comprehensive review.			

Task Item Section	Task Description	Deliverable Due Date / Completion Date	Total Hours	Amount
3.2.3	Survey all employees to determine if their classifications are accurate. If they are not, then the contractor is expected to update existing classifications or recommend and draft specifications for new classifications. The contractor will be available for in-person or telephone interviews with employees who request them, or when necessary to fully understand what a position does.			
3.2.4	Develop recommendations for changes to the current classification structure.			
3.2.5	Allocate the positions to the classes and review the classification concepts and allocation recommendations with the AOC project staff and court management. The AOC and court management will confirm the class concepts and allocations.			
3.2.6	Conduct a comprehensive compensation review of all appellate court classifications, using current published surveys and other data collection methods to be described by the contractor.			
3.2.7	Provide a draft report of the classification and compensation recommendations that will be reviewed by AOC and court management, allowing for comments and questions.			
3.2.8	Provide a final report with recommendations for classification and compensation changes			
Total Not To Exceed Amount For Labor – All Tasks				

Pricing Form #3, Pricing Details - Labor

Instructions: 1) Use the format below for each task item that corresponds with the task items and descriptions in Pricing Form #2 above. 2) Provide the name(s) of the person(s) providing the work, number of hours each person will work on the task, each person's hourly rate, the extended amount for each person. 3) Transfer the Subtotal Hours and Amount from each task item to Pricing Form #2 above.

Task Item Section	Names	Hourly Rates	Estimated Maximum Number of Hours	Extended Amount
3.2.1	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name (Add more lines if necessary)</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
Sub Total Task 3.2.1				
3.2.2	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name (Add more lines if necessary)</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
Sub Total Task 3.2.2				
3.2.3	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name (Add more lines if necessary)</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
Sub Total Task 3.2.3				
3.2.4	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name (Add more lines if necessary)</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
Sub Total Task 3.2.4				
3.2.5	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name (Add more lines if necessary)</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
Sub Total Task 3.2.5				

Task Item Section	Names	Hourly Rates	Estimated Maximum Number of Hours	Extended Amount
3.2.6	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name (Add more lines if necessary)</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
Sub Total Task 3.2.6				
3.2.7	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name (Add more lines if necessary)</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
Sub Total Task 3.2.7				
3.2.8	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name (Add more lines if necessary)</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
Sub Total Task 3.2.8				

Pricing Form #4, Pricing Details – Administrative, Operating, and Incidental Expenses

List estimated maximum administrative, operating, and incidental expenses and provide assumptions for each expense. Transfer the total amount to Pricing Form #1.

Expense	Description	Amount
Total Administrative, Operating, and Incidental Expenses		<i>Total Amount</i>

Pricing Form #5, Pricing Details – Travel Expenses

List estimated maximum travel expenses and provide assumptions for each expense. Transfer the total amount to Pricing Form #1.

Expense	Assumptions	Amount
Total Administrative, Operating, and Incidental Expenses		<i>Total Amount</i>