

RFP Number: IT-2021-80RB

Project Title: Master Agreements for Technical Staff Augmentation Services

RFP ATTACHMENT 2

MASTER AGREEMENT TERMS AND CONDITIONS

EXHIBIT A
STANDARD PROVISION

1. Indemnification

The Contractor shall indemnify, defend (with counsel satisfactory to the JCC), and save harmless the JCC 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 JCC.

3. Termination for Cause

A. Pursuant to this provision, the JCC may terminate this Agreement or a Work Order 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 Contractor (a) fails to perform the services within the time specified in this Agreement or Work Order or any extension thereof, (b) fails to perform any requirements of this Agreement or Work Order, or (c) so fails to make progress as to endanger performance of this Agreement or Work Order in accordance with its terms, and, after receipt of a written Notice from the JCC 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 a longer period, if authorized in the Notice of failure; 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 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 of California authority relating to insolvency or protection from the rights of creditors.

B. In the event the JCC terminates this Agreement or Work Order in whole or in part, due to the Contractor's failure to perform, the JCC may procure, upon such terms and in such manner as it may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the JCC 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 JCC 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 JCC, the Contractor shall not assign this Agreement or any Work Order in whole or in part.

5. Time of Essence

Time is of the essence in the Contractor's performance of this Agreement and all Work Orders.

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 or any Work Order shall be full compensation for all the Contractor's time, materials, costs, and expenses incurred in the performance of this Agreement or Work Order 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. “**Agreement**” means the Master Agreement plus all Work Orders executed under the Master Agreement.
- B. “**Acceptance**” means the written acceptance issued to the Contractor by the JCC after the Contractor has completed a Deliverable, Submittal, or other Contract requirement, in compliance with the Contract Documents, including without limitation, Work Orders, and the Acceptance of the Work provision set forth in this Exhibit.
- C. “**Administrative Director**” refers to that individual, or authorized designee, empowered by the JCC to make final and binding executive decisions on behalf of the JCC.
- D. “**After-Hours Maintenance and Support**” means performing technical maintenance and support activity Tasks of a Work Order after normal Working Hours on an as-needed basis when (i) required by the Work Order and (ii) specifically authorized in writing by the JCC’s Project Manager for that particular Work Order.
- E. “**Amendment**” means a written document issued by the JCC and signed by the Contractor which alters the Contract Documents and identifies the following: (i) a change in the Work; (ii) a change in Work Order Amount; (iii) a change in time allotted for performance; and/or (iv) an adjustment to the Agreement terms.
- F. “**Candidate**” refers to the individual(s) Contractor proposes in a WORF to be the Key Personnel to perform the Work set forth in a resulting Work Order.
- G. “**Classification**” refers to the description of the qualifications, capabilities, and abilities, generally required of the job/position, for technical staff augmentation services requested pursuant to this Master Agreement. Classifications are set forth in Exhibit F, Classifications.
- H. “**Confidential Information**” means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the JCC’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.

- I. The “**Contract**” or “**Contract Documents**” constitute the entire integrated agreement between the JCC and the Contractor, as attached to and incorporated by a fully executed Standard Agreement Coversheet, including, without limitation, the Master Agreement, and all related Work Orders. The terms “Contract” or “Contract Documents” may be used interchangeably with the term “**Agreement.**”
- J. The “**Contractor**” means the individual, association, partnership, firm, company, consultant, corporation, affiliates, or combination thereof, including joint ventures, contracting with the JCC to do the Contract Work. The Contractor is one of the Parties to this Agreement.
- K. “**Court(s)**” or “**Trial Court(s)**” means one or more of the fifty-eight (58) superior courts in the California state trial court system, or Courts of Appeal.
- L. “**Data**” means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
- M. “**Day**” means calendar day, unless otherwise specified.
- N. “**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 JCC for acceptance.
- O. “**Force Majeure**” means a delay which impacts the timely performance of Work for which neither the Contractor nor the JCC 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.
- P. “**Home Base**” refers to the physical location set forth in a Work Order that identifies where the Contractor’s Key Personnel will be assigned to perform the Work of the Work Order.
- Q. “**Key Personnel**” refers to the Contractor’s personnel named in Work Order Form Attachment 1, Contractor’s Key Personnel, of a Work Order whom the JCC has identified and approved to perform the Work of such Work Order. Qualifications of those Work Order Key Personnel are represented by the resumes set forth in Attachment 1, Contractor’s Key Personnel, of such Work Order, and their responsibilities are specified in the Work Order.

- R. “**Key Staff**” refers to the Contractor’s personnel named in Exhibit E, Contractor’s Key Staff, whom the JCC has identified and approved to function in a key capacity in managing the work of the Contract.
- S. “**Master Agreement**” means the component of the Agreement that sets forth the terms and conditions under which the JCC retains the Contractor and the Contractor will provide technical staff augmentation services pursuant to executed Work Orders, if any.
- T. “**Material**” means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.
- U. “**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.
- V. “**Party**” means either the JCC or Contractor, as the case may be.
- W. “**Project**” refers to all activity relative to this Agreement including activity of the Contractor, its Subcontractors, the JCC and the JCC’s representatives.
- X. “**Staff Augmentation Work Order Coversheet**” or “**Staff Augmentation Work Order Amendment Coversheet**” means the form used by the JCC to enter into Work Orders or amend Work Orders under this Master Agreement. Staff Augmentation Work Order Coversheets and Staff Augmentation Work Order Amendments together with the integrated Contract Documents shall be executed as Contract Counterparts.
- Y. The “**Judicial Council**” or “**JCC**” refers to the Judicial Council of California.
- Z. “**Standard Agreement Coversheet**” or “**Standard Amendment Coversheet**” means the form used by the JCC to enter into agreements or amendments with other parties. Several originally signed, fully executed versions of the Standard Agreement Coversheet or Standard Amendment Coversheet, together with the integrated Contract Documents, shall each represent the Agreement or Amendment as an individual “**Contract Counterpart**.”
- AA. “**Stop Work Order**” means the written Notice, delivered in accordance with this Agreement, by which the JCC 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.

- BB. **“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 JCC 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, suppliers, and materialmen.
- CC. **“Task(s)”** means one or more functions, if specified in the Contract Documents or Work Order, to be performed by the Contractor for the JCC.
- DD. **“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 section 6, Agreement Term(s), and Options to Renew.
- EE. **“Third Party”** refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, other than the JCC or the Contractor, which is not a party to this Agreement.
- FF. **“Travel Expense(s)”** shall mean the allowable, necessary travel, including air fare, mileage, local transportation, meals, lodging, and other travel related expenses, which are required of Contractor’s Key Personnel to perform the Work of a Work Order at a location away from the Home Base, and which are authorized and funded in the Work Order. Reimbursement for allowable Travel Expense(s) shall be as set forth in Exhibit C, Payment Provisions. Reimbursable Travel Expenses are not per diem and shall in no way be construed as a per diem for authorized and allowable Travel Expenses.
- GG. **“Work”** or **“Contract Work”** or **“Work to be Performed”** may be used interchangeably to refer to the service, labor, Materials, Data, and other items necessary for the execution and completion of the activities related to this Agreement to the satisfaction of the JCC. Work may also be defined to include Tasks, Deliverables, and/or Submittals required by the individual Work Order(s) that are performed or provided by the Contractor. The general nature of the Work of this Agreement is for Contractor to provide an undetermined number of high-quality, cost-effective, professional technical staff when and as needed, as more particularly described in Exhibit D, Work Order Process and Administration, and in any individual Work Order.
- HH. **“Work Order”** or **“WOLF”** refers to a document, substantially in the form of Exhibit G, Attachment 1, that is used by the JCC to authorize Work pursuant to this Master Agreement. Each Work Order, if any, will include details about the nature of the Work the Contractor will perform, the identity and qualifications of Contractor’s Key Personnel who will perform the Work, the timeline for completion of the Work, budget requirements, Tasks and responsibilities to be performed, Deliverables to be provided or other practical details. A Work Order is authorized when the Staff Augmentation Work Order Coversheet that is the first page of the Work Order has been bilaterally executed.
- II. **“Work Order Amount”** refers to the amount of funds set forth on the Staff Augmentation Work Order Coversheet or any subsequent Staff Augmentation Work Order Amendment Coversheet which constitutes the maximum amount that the JCC may pay to the Contractor for Work provided pursuant to each Work Order.

- JJ. **“Work Order Initial Term”** or **“WO Initial Term”** means the period of time from the Effective Date of a Work Order to the designated expiration date specified for that Work Order.
- KK. **“Work Order Option Term(s)”** or **“WO Option Term(s)”** means the designated period(s) of time set forth in a Work Order, if any, by which the Parties agree that the JCC may unilaterally elect to extend the Work Order beyond the WO Initial Term under the terms and conditions specified in the Work Order. Such Option Terms are generally in consecutive 12-month increments but may be shorter or longer as specified in the Work Order.
- LL. **“Work Order Request Form”** refers to a document, substantially in the form of Exhibit G, Attachment 1, used by the JCC to request offers for professional technical staff.
- MM. **“Working Hours”** refers to an eight (8) hour work shift on a business day.

2. Manner of Performance of Work

The Contractor shall complete all Work specified in these Contract Documents to the JCC'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 section 3, the JCC may terminate this Agreement or any Work Order issued hereunder, 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 JCC terminates all or a portion of this Agreement, or any Work Order issued hereunder, other than for cause, the JCC shall pay the Contractor for the fair value of satisfactory services rendered before the termination, not to exceed the total Contract Amount.

4. JCC's Obligation Subject to Availability of Funds

- A. The JCC's obligation under this Agreement is subject to the availability of authorized funds. The JCC may terminate the Agreement, or any Work Order issued hereunder, or any part of the Contract Work, without prejudice to any right or remedy of the JCC, 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 JCC may terminate this Agreement, or any Work Order issued hereunder, in whole or in part, upon written Notice to the Contractor. Such termination shall be in addition to the JCC's rights to terminate for convenience or default.
- B. Payment shall not exceed the amount allowable for appropriation by Legislature. If the Agreement, or any Work Order issued hereunder, is terminated for non-appropriation:

- i. The JCC will be liable only for payment in accordance with the terms of this Agreement, or any Work Order issued hereunder, 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, or any Work Order issued hereunder, as are affected by the termination.
- C. Funding for this Agreement, or any Work Order issued hereunder, 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, or any Work Order issued hereunder, 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 JCC 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. 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 JCC 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 JCC 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 JCC decides the facts justify the action, the JCC 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 JCC's Obligation Subject to Availability of Funds provision, as set forth under Exhibit B,

the JCC shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.

- D. The JCC shall not be liable to the Contractor for loss of profits because of the Stop Work Order issued under this provision.

6. Agreement Term(s) and Options to Renew

- A. Until this Agreement is mutually signed and delivered, none of the terms and conditions of this Agreement shall have any legal force or effect, and any such prior commencement of performance by the Contractor shall be at the Contractor's own risk; provided, however, following mutual execution and delivery of this Agreement, the terms and conditions of this Agreement shall be deemed to apply equally to both subsequent and prior performance.
- B. The Agreement shall remain in effect from **July 1, 2021** (estimated) through **June 30, 2023** ("**Initial Term**").
- C. The Parties agree that the JCC may elect to extend the Agreement beyond the Initial Term for up to three (3) consecutive optional one-year Terms, identified as follows, if authorized in writing in accordance with the terms and conditions of the Agreement:
 - i. **July 1, 2023** through **June 30, 2024** ("**First Option Term**").
 - ii. **July 1, 2024** through **June 30, 2025** ("**Second Option Term**").
 - iii. **July 1, 2025** through **June 30, 2026** ("**Third Option Term**").
- D. In the event the JCC elects to exercise an option to extend the Agreement, the Agreement will not exceed a total of five (5) years, as set forth in this provision, and the Parties will modify the Agreement via execution of the JCC's Standard Amendment Coversheet form.

7. Agreement Administration/Communication

- A. JCC's Program Manager ("Program Manager").
 - i. The responsibilities of the JCC's Program Manager, include but are not limited to the following:
 - a) Acts as a liaison between the Contractor and the JCC, serving as the contact to whom the Contractor's Key Staff shall make all requests and other communications regarding the Master Agreement.
 - b) Proactively assists with resolution of issues regarding the Master Agreement.
 - c) Monitors and evaluates the Contractor's performance under the Master Agreement; and
 - d) Manages Classification listing.
 - ii. All requests and communications about the Master Agreement shall be made through the Program Manager.

B. JCC Work Order Project Manager (“Project Manager”).

- i. Each Work Order will identify the JCC’s representative to function in the role of Project Manager. The responsibilities of the JCC’s Project Manager include but are not limited to the following:
 - a) Provides direction regarding the Tasks and responsibilities of the Work Order.
 - b) Reviews, evaluates, and approves submitted Deliverables.
 - c) Pre-approves any travel by the Key Personnel prior to Key Personnel incurring any Travel Expenses.
 - d) Pre-approves in writing After-Hours Maintenance and Support prior to Key Personnel incurring any After-Hours Maintenance and Support expenses.
 - e) Responsible for the day-to-day management of the Work Order, and
 - f) Monitors and evaluates the Key Personnel's performance under the Work Order.
- ii. Except for Notices, all requests, and communications about the Work to be performed under a specific Work Order shall be made through the Project Manager of that Work Order.

C. Notices

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

Judicial Council of California
Attention: Program Manager [**named in Exhibit H**]
Information Technology | [Operations & Programs Division](#)
455 Golden Gate Ave., 3rd Floor
San Francisco, CA 94102

With a copy to:

Judicial Council of California
Attention: Procurement Manager [**named in Exhibit H**]
Branch Accounting and Procurement | Administrative Division
455 Golden Gate Ave., 6th Floor
San Francisco, CA 94102

- D. Notice to Contractor shall be directed in writing to the Contractor’s Key Staff specified in Exhibit E:

[Company TBD]
Attention: [Key Staff named in Exhibit E]
[Address TBD]
[City, State Zip TBD]

8. 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.

9. Evaluation of Contractor

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

10. 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 JCC, in accordance with direction from the Project Manager. The JCC 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 6 to this Agreement’s Exhibit G Attachments, to notify the Contractor of the Work’s acceptability.
- D. If the JCC rejects the Work provided, the Project Manager shall submit to the Contractor a written rejection using Attachment 6, the Acceptance and Signoff Form, describing in detail the failure of the Work as measured against the Criteria. If the JCC 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 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, or

its designee, shall meet to discuss the problem. If agreement cannot be reached, in the reasonable judgment of the Administrative Director, 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 JCC 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 JCC may terminate this Agreement pursuant to the terms of section 3, as set forth in Exhibit A, Standard Provisions.

11. Contractor's Personnel and Replacement of Personnel

- A. The JCC reserves the right to disapprove the continuing assignment of any of the Contractor's personnel provided to the JCC under this Agreement if in the JCC's opinion, either the performance of the Contractor's personnel is unsatisfactory, or continued assignment of any of Contractor's personnel is not in the best interest of the JCC. The JCC agrees to provide Notice to the Contractor in the event it makes such a determination. If the JCC exercises this right, the Contractor shall immediately assign replacement personnel, possessing equivalent or greater experience and skills.
- B. If any of the Contractor's Key Staff become unavailable, or are disapproved in accordance with subparagraph A, above, during the term of this Agreement, the Contractor shall immediately assign replacement personnel acceptable to the Program Manager, possessing equivalent or greater experience and skills as that demonstrated in the resume set forth in Exhibit E, Contractor's Key Staff.
- C. If any of the Contractor's Key Personnel become unavailable, or are disapproved in accordance with subparagraph A, above, during the term of a Work Order, the Contractor shall immediately assign replacement personnel acceptable to the Project Manager, possessing equivalent or greater experience and skills as that demonstrated in the resume set forth in Attachment 1, Contractor's Key Personnel, of the relevant Work Order Form.
- 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 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 Key Staff or Key Personnel.
- E. If any of the Contractor's Key Staff become unavailable or are disapproved and the Contractor cannot furnish a replacement acceptable to the JCC, the JCC may terminate this Agreement for cause pursuant to section 3, as set forth in Exhibit A, Standard Provisions.
- F. If any of the Contractor's Key Personnel become unavailable or are disapproved and the Contractor cannot furnish a replacement acceptable to the JCC, the JCC may terminate the relevant Work Order for cause pursuant to section 3, as set forth in Exhibit A, Standard Provisions.

12. Subcontracting

The Contractor shall not subcontract this Agreement or services provided under this Agreement or any Work Order, unless the JCC 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.

13. No Work Outside the Continental United States.

No Work shall be provided from outside of the continental United States unless approved in writing in advance by JCC. Remote access to JCC data from outside the continental United States is prohibited unless approved in writing in advance by JCC.

14. 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 JCC, its successors, assigns, customer agencies, and any other recipients of the services provided hereunder.

15. Changes and Amendments

- A. Modifications to any component of the Master Agreement are to be made by execution of an Amendment. Requests for modifications must be submitted to the Program Manager in writing and must be accompanied by a narrative description of the proposed change and the reasons for the change. After the Program Manager reviews the request, a written decision shall be provided to the Contractor. Amendments to the Master Agreement shall be authorized via bilateral execution of a Standard Amendment Coversheet.
- B. Modifications to any component of a Work Order are to be made only by execution of an Amendment to the Work Order. 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 Work Order shall be authorized via bilateral execution of a Work Order Amendment Form.
- C. The terms and conditions of this Master Agreement shall not be amended or changed by the terms of any Work Order, or any other type of document, even though the JCC may have accepted or signed such documents. In the event of a conflict with respect to the provisions of a Work Order and the Master Agreement, the terms and conditions of the Master Agreement shall prevail. No failure or delay by either Party in exercising

any right, power, or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.

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 JCC or its designee or both at any reasonable time to inspect or audit all Data relating to performance and billing to the JCC 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. 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 JCC 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 insurance that covers the Contractor and the Assigned Personnel employed by the Contractor with limits no less than the following:
 - i. Workers' Compensation at statutory requirements of the state of residency.
 - ii. Employers' Liability insurance shall not be less than \$1,000,000.00 for injury or death for each occurrence.
 - iii. Comprehensive General Liability Insurance shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage “occurrence” form, with no coverage deletions. The limit shall not be less than

\$1,000,000.00 for each occurrence / \$2,000,000.00 aggregate for bodily injury, property damage and personal injury. Coverage shall be:

(a) by “Additional Insured” endorsement add as insureds the JCC, its agents, and employees with respect to liability arising out of or connected with the service provided. In the event the Commercial General Liability policy includes a “blanket endorsement by contract,” the following language added to the certificate of insurance will satisfy the JCC’s additional insured requirement: “The JCC, its directors, agents and employees with respect to liability arising out of the work performed by or for the Contractor are additional insureds under a blanket endorsement”; and

(b) endorsed to specify that the Contractor’s insurance is primary and that any insurance or self-insurance maintained by the JCC shall not contribute with it.

iv. Business Automobile Liability Insurance coverage shall be at least as broad as the ISO Business Auto Coverage form covering Automobile Liability, code 1 “any auto.” The limit shall not be less than \$1,000,000.00 each accident for bodily injury and property damage.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the JCC. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor’s liability to the JCC and shall be the sole responsibility of the Contractor.

D. Other Insurance Provisions.

i. The General Liability policy required in this Agreement is to contain, or be endorsed to contain, the following provisions:

(a) To the extent of the Contractor’s negligence, the Contractor’s insurance coverage shall be primary insurance as respects the JCC, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by the JCC, its officers, officials, employees, or agents shall not contribute with the insurance or benefit the Contractor in any way; and

(b) 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.

ii. In the event the Contractor will provide attorney, architectural, engineering, or other professional services, which require a “standard of care” against negligent acts, the Contractor will also maintain Professional Liability insurance, which covers the work provided by the Key Personnel, at not less than \$1,000,000.00 per claims made.

- E. The Contractor shall provide the JCC certificates of insurance satisfactory to the JCC evidencing all required coverages before Contractor begins any work under this Agreement, and complete copies of each policy upon the JCC's request.
- F. Subcontractors. The Contractor shall include any Subcontractors, including its Key Personnel, as insured under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. Insurance coverage, provided by Subcontractors as evidence of compliance with the insurance requirements of this Agreement, shall be subject to all of the requirements stated herein.
- G. If at any time the foregoing policies shall be or become unsatisfactory to the JCC, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the JCC, the Contractor shall, upon Notice to that effect from the JCC, promptly obtain a new policy, and shall submit the same to the JCC, with the appropriate certificates and endorsements, for approval.
- H. All of the Contractor's policies shall be endorsed to provide advanced written Notice to the JCC of cancellation, nonrenewal, and reduction in coverage, within fifteen (15) Days, mailed to the following address:

Judicial Council of California
Manager, Branch Accounting and Procurement | Administrative Division
455 Golden Gate Ave., 6th Floor
San Francisco, CA 94102.

20. Confidential Information, Data and Security

- A. During the Term and at all times thereafter, Contractor will: (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by this Agreement, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any Third Party without obtaining the JCC's express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to its Subcontractors, employees, independent contractors, Candidates, or Key Personnel who need to know that information in order to perform Work hereunder and who have executed a confidentiality agreement with Contractor at least as protective as the provisions of this section, Contractor will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects its own confidential or proprietary information of a similar nature, and with no less than the greater of reasonable care and industry-standard care. JCC owns all right, title, and interest in its Confidential Information. Contractor will notify the JCC promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the JCC to protect such Confidential Information. Upon a JCC's request and upon any termination or expiration of this Agreement, Contractor will promptly (a) return to the JCC or, if so directed by the JCC, destroy all such JCC's Confidential Information (in every form and medium), and (b) certify to the JCC in writing that Contractor has fully complied with the foregoing obligations.

B. Safety and Security Procedures. In the performance of any Work under this Agreement, Contractor shall maintain and enforce industry-standard safety and physical security policies and procedures and comply with any JCC safety and security policies and procedures in effect at the time of the Work.

C. Data Security.

(1) Contractor shall comply with the data safeguards (“Data Safeguards”). The term “Data Safeguards” means the highest industry-standard safeguards (including administrative, physical, technical, and procedural safeguards) against the destruction, loss, misuse, unauthorized disclosure, or alteration of JCC Data or Confidential Information, and such other related safeguards that are set forth in applicable laws, regulations, and guidance, a WORF, or pursuant to JCC policies or procedures. Contractor shall implement and maintain a comprehensive information security program (“Contractor’s Information Security Program”) in accordance with the Data Safeguards. Contractor shall comply with all applicable privacy and data security laws, and other laws (including the California Rules of Court) and regulations relating to the protection, collection, use, and distribution of JCC Data, which includes, but may not be limited to Confidential Information, as well as privacy and data security requirements and standards set forth in the JCC’s policies or procedures. To the extent that California Rule of Court 2.505 applies to this Agreement, Contractor shall provide access and protect confidentiality of court records as set forth in that rule and in accordance with this Agreement. In addition to the foregoing and as applicable, Contractor represents and warrants that Contractor complies with, and throughout the term of this Agreement, Contractor and its performance of its obligations under this Agreement shall be in compliance with, the current NIST (National Institute of Standards and Technology) Special Publication 800-53, including without limitation any NIST 800-53 standards, guidelines, or requirements for security controls or data security protocols.

(2) Unauthorized access to or use or disclosure of JCC Data (including data mining or any commercial use) by Contractor or Third Parties, is prohibited. Contractor shall not, without the prior written consent of an authorized representative of JCC, use or access the JCC Data for any purpose other than to provide the Work under this Agreement. In no event shall Contractor transfer the JCC Data to Third Parties, or provide third parties access to the JCC Data, except as may be expressly authorized by the JCC. Contractor is responsible for the security and confidentiality of any JCC Data it encounters during the Work.

(3) Any system or equipment of Contractor containing JCC Data shall be within the continental United States. Contractor shall ensure that access to the JCC Data will be provided to the JCC (and its authorized users) 24 hours per day, 365 days per year (excluding agreed-upon downtime). Upon the JCC’s request, all JCC Data in the possession of Contractor shall be provided to JCC in a manner requested by JCC and all copies shall be permanently removed from Contractor’s system, records, and backups, and all subsequent use of such information by Contractor shall cease.

(4) Confidential, sensitive, or personally identifiable information shall be encrypted in accordance with the highest industry standards, applicable laws, this Agreement, and JCC policies and procedures.

- D. **Data Breach.** If there is a suspected or actual Data Breach, Contractor shall notify the JCC in writing within two (2) hours of becoming aware of such occurrence. A “Data Breach” means any access, destruction, loss, theft, use, modification, or disclosure of the JCC data by an unauthorized party. Contractor’s notification shall identify: (i) the nature of the Data Breach; (ii) the Data accessed, used or disclosed; (iii) who accessed, used, disclosed and/or received Data (if known); (iv) what Contractor has done or will do to mitigate the Data Breach; and (v) corrective action Contractor has taken or will take to prevent future Data Breaches. Contractor shall promptly investigate the Data Breach and shall provide daily updates, or more frequently if required by the JCC, regarding findings and actions performed by Contractor until the Data Breach has been resolved to the JCC’s satisfaction, and Contractor has taken measures satisfactory to the JCC to prevent future Data Breaches. Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with the JCC. The JCC and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the JCC, its agents and law enforcement, including with respect to taking steps to mitigate any adverse impact or harm arising from the Data Breach. After any Data Breach, Contractor shall at its expense have an independent, industry-recognized, JCC-approved Third Party perform an information security audit. The audit results shall be shared with the JCC within seven (7) days of Contractor’s receipt of such results. Upon Contractor receiving the results of the audit, Contractor shall provide the JCC with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Agreement.
- E. **Security Assessments.** Upon advance written notice by the JCC, Contractor agrees that the JCC shall have reasonable access to Contractor’s operational documentation, records, logs, and databases that relate to data security and Contractor’s Information Security Program as it relates to the Work. Upon the JBE’s request, Contractor shall, at its expense, perform, or cause to have performed an assessment of Contractor’s compliance with its privacy and data security obligations as it relates to the Work. Contractor shall provide to the JCC the results, including any findings and recommendations made by Contractor’s assessors, of such assessment, and, at its expense, take any corrective actions.
- F. **Data Requests.** Contractor shall promptly notify the JCC upon receipt of any requests which in any way might reasonably require access to the JCC Data. Contractor shall not respond to subpoenas, service of process, Public Records Act requests (or requests under California Rule of Court 10.500), and other legal requests directed at Contractor regarding this Agreement or JCC Data without first notifying the JCC. If applicable, Contractor shall provide its intended responses to the JCC with adequate time for the JCC to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. Contractor shall not respond to legal requests directed at the JCC unless authorized in writing to do so by the JCC.
- G. **Miscellaneous.**
- (1) For the avoidance of doubt, the requirements of this section equally apply to any Key Personnel that Contractor supplies to provide Work, as well any personal device, e.g., home computer, laptop, or cell phone) used by such Key Personnel to perform Work.

(2) Contractor agrees that it will comply with any encryption software installment requirements, encryption standards for data backups, requirements for rolling backup history (Contractor's ability to restore files from multiple backups/snapshots), physical medium and other specifications for data backup hardware or software, retention periods of archived data backups, and service levels and response times for data backup retrieval/data restoration specified by the JCC as part of a WORF.

(3) The provisions of this section shall survive the expiration or termination of this Agreement. Contractor acknowledges that there can be no adequate remedy at law for any breach of Contractor's obligations under this section, that any such breach will likely result in irreparable harm, and that upon any breach or threatened breach of the obligations herein, the JCC shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.

21. 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 JCC.

22. Ownership of Results

- A. Unless the Contractor and the JCC reach a written agreement to the contrary, the Contractor agrees for itself and its personnel that pursuant to the JCC's requirement (i) all documents, deliverables, software, systems designs, disks, tapes, and any other Data or Materials created in whole or in part by the Contractor in the course of or related to providing services to the JCC shall be treated as if it were "work for hire" for the JCC, and (ii) the Contractor will immediately disclose to the JCC all discoveries, inventions, enhancements, improvements, and similar creations (collectively, "Creations") made, in whole or in part, by the Contractor in the course of or related to providing services to the JCC.
- B. All ownership and control of the above Data, Materials, and Creations, including any copyright, patent rights, and all other intellectual property rights therein, shall vest exclusively with the JCC, and the Contractor hereby assigns all right, title, and interest that the Contractor may have in such Data, Materials, and Creations to the JCC, without any additional compensation and free of all liens and encumbrances of any type. The Contractor affirms that the amount encumbered under this Agreement for the Work performed includes payment for assigning such rights to the JCC. The Contractor agrees to execute any documents required by the JCC to register its rights and to implement the provisions herein. Upon the JCC's written request, the Contractor shall provide the JCC with all this Data within thirty (30) Days of the request.
- C. The Contractor agrees not to assert any rights at common law, or in equity, or establish any claim to statutory copyright in such Data. The Contractor shall not publish or reproduce such Data in whole, or part, or any manner or form, or authorize others to do so without the written consent of the JCC.

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 JCC without prior review and written permission by the JCC.

24. Limitation of Liability

- A. The JCC shall not be responsible for loss of or damage to any non-JCC equipment arising from causes beyond the JCC's control.
- B. The Contractor indemnifies and holds harmless the JCC from and against all liability for personal injury or property damage caused by the Contractor's negligence or willful misconduct while performing its obligations pursuant to this Agreement on the JCC's premises. Any expiration or termination of this Agreement shall not affect the continuing obligations of the Parties described in this Agreement.

25. Use of JCC or Court Provided Equipment

Neither the JCC 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 provided to the Contractor by the JCC or Courts.

26. Conflict of Interest

- A. The Contractor and employees of the Contractor shall not participate in proceedings that involve the use of State of California funds or that are sponsored by the JCC 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 JCC 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 JCC service.

27. Covenant Against Gratuities

The Contractor warrants by signing this Master 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 JCC 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 JCC will have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the JCC 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 JCC 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. 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.

29. 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.

30. 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.

31. Americans with Disabilities Act

By signing this Master Agreement, Contractor assures the JCC 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.

32. California Law

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

33. 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.

34. 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.

35. 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.

36. Signature Authority

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

37. 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.

38. Dispute Resolution

A. Project Managers Negotiations. The JCC’s Project Manager and/or Program Manager and the Contractor’s Account Manager shall attempt in good faith to informally and promptly resolve any disagreement that arises (“Dispute”) that can be settled within the limits of authority granted them under this Agreement.

- B. Dispute Notice. If the settlement of a disagreement is beyond the authority allowed the JCC's Project Manager and/or Program Manager and the Contractor's Account Manager under this Agreement, or if a disagreement has in the opinion of either Party persisted for an undue length of time, either Party may submit a written Notice to the other Party that the Parties will commence the procedure set forth in this section 38 to resolve the Dispute ("Dispute Notice"). The Dispute Notice shall include: (i) detailed factual information and supporting documentation in support of the submitting Party's position; (ii) the specific Agreement provisions on which the Dispute is based; and (iii) if the Dispute involves a cost adjustment, the exact amount of the cost adjustment accompanied by all records supporting the submitting Party's position. The Dispute Notice shall include a written statement signed by an authorized representative of the submitting Party indicating that the Dispute is made in good faith, that the supporting data and documents are accurate and complete, and that the amount requested, if any, accurately reflects the adjustment for which the submitting Party believes the other Party is responsible. To assist the other Party in its review of the Dispute, the submitting Party shall promptly comply with reasonable requests for additional information.
- C. Dispute Notice Response. Within fifteen (15) Days of receiving the Dispute Notice, the receiving Party shall provide a written response to the submitting Party's Dispute Notice ("Dispute Notice Response"). The Dispute Notice Response shall include: (i) detailed factual information and supporting documentation in support of the receiving Party's position; and (ii) if the Dispute involves a cost adjustment, state the exact amount that the receiving Party believes is at issue accompanied by all records supporting the receiving Party's position.
- D. Senior Level Negotiations. If after fifteen (15) Days of receipt of the Dispute Notice Response by the submitting Party or, in the event that the receiving Party fails to timely submit a Dispute Notice Response, either Party may, by providing written Notice to the other Party, request that the Dispute be resolved by direct negotiations between senior level negotiators of the Parties ("Senior Level Negotiations Notice"). The senior level negotiators shall meet in person or by phone as often as they deem reasonably necessary to exchange information and attempt to resolve the Dispute within thirty (30) Days after the Senior Level Negotiations Notice is given to the other Party.
- E. Litigation. If the senior level negotiations do not result in resolution of the Dispute, either Party may pursue any legally available remedy.
- F. Confidentiality. All negotiations conducted pursuant to this section 38 are confidential and shall be treated as compromise and settlement negotiations to which California Evidence Code section 1152 applies. The mediation shall be confidential and shall be subject to the provisions of California Evidence Code section 703.5 and sections 1115 through 1128.
- G. Continuation of Work. Pending the final resolution of any Dispute arising under, related to, or involving this Agreement, Contractor agrees to diligently proceed with the performance any Work under Dispute in accordance with the provisions of this Agreement and the JCC's instructions. Contractor's failure to diligently proceed with performance in this manner will be considered a material breach of this Agreement.

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 representative of the JCC.

40. No Restrictions on Hiring

The Contractor will not require or request its employees, independent contractors, or Candidates to sign an agreement that (i) prohibits that person from accepting employment with the JCC for an indefinite or a specified period of time.

41. Labor Code Provisions

40.1 Prevailing Wage:

- A. Contractor shall evaluate the underlying duties of a Classification under this Agreement, and determine whether they correspond to a craft, classification, or type of worker, as determined by the Director of the State of California Department of Industrial Relations, subject to sections 1770 et seq. of the California Labor Code.
- B. As applicable, Contractor and all Subcontractors under the Contractor shall pay all workers on Work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker that may be required under this Agreement, as determined by Director of the State of California Department of Industrial Relations, are on file at Establishing JBE's principal office. Prevailing wage rates are also available from the JBE or on the internet at (<http://www.dir.ca.gov>).
- C. As applicable, Contractor shall ensure that Contractor and all of Contractor's Subcontractors execute the Prevailing Wage and Related Labor Requirements Certification attached to the Agreement and incorporated herein.
- D. Work, a portion thereof, may be subject to compliance monitoring and enforcement by the Department of Industrial Relations. As applicable, Contractor shall post job site notices, as prescribed by regulation. Contractor shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.

40.2 Registration:

- A. As applicable, Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its certified payroll records (“CPR(s)”) to the Labor Commissioner of California and complying with any

applicable enforcement by the Department of Industrial Relations (“**DIR**”). Labor Code section 1771.1(a) states the following:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by section 7029.1 of the Business and Professions Code or by section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to section 1725.5 at the time the contract is awarded.”

- B. As applicable, Contractor shall, and shall ensure that all Subcontractors (as defined in this Agreement and by Labor Code section 1722.1), comply with Labor Code section 1725.5, including without limitation the registration requirements with the Department of Industrial Relations that are set forth in Labor Code section 1725.5. Contractor represents that all Subcontractors (as defined in this Agreement and by Labor Code section 1722.1) are registered pursuant to Labor Code section 1725.5. Contractor shall not permit any Subcontractor to perform Work under this Agreement, as applicable, without first verifying the Subcontractor is properly registered with the DIR as required by law and providing this information in writing to the JCC. Contractor acknowledges that, for purposes of Labor Code section 1725.5, some of the Work may be public work to which Labor Code section 1771 applies.

40.3 Hours of Work:

- A. Notwithstanding the timing and duration of any Work under the Agreement which is subject to JCC activities and other coordination required for occupied facilities, as provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code, eight (8) hours of labor shall constitute a legal day’s work. The time of service of any worker employed at any time by Contractor or by any Subcontractor on any subcontract under this Agreement upon the Work or upon any part of the Work contemplated by this Agreement shall be limited and restricted by Contractor to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, Work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.
- B. Contractor shall keep and shall cause each Subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with the Work or any part of the Work contemplated by this Agreement. The record shall be kept open at all reasonable hours to the inspection of Judicial Council of California and to the Division of Labor Standards Enforcement of the DIR.

- C. Pursuant to Labor Code section 1813, Contractor shall as a penalty to the JBE forfeit the statutory amount (believed by the JBE to be currently twenty five dollars (\$25)) for each worker employed in the execution of this Contract by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code.
- D. Any Work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to the JCC.
- E. Work may take place in an occupied JCC facility; therefore, work hours may be restricted depending upon the Work. The individual project resulting from a WOLF may include restrictions on hours of work. If not, the Work is subject to this section, and it occurs on-site in a JCC facility, then the Work must take place during business hours.

40.4 Payroll Records:

- A. In addition to submitting CPR(s) to the Labor Commissioner of California pursuant to Labor Code section 1771.4 or any other applicable law, if requested by the JCC, Contractor shall provide to the JCC and shall cause each Subcontractor performing any portion of the Work to provide to the JCC CPR(s), showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work.
- B. All CPRs shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:
 - (1) A certified copy of an employee's CPR shall be made available for inspection or furnished to the employee or his/her authorized representative on request.
 - (2) CPRs shall be made available for inspection or furnished upon request to a representative of JCC, Division of Labor Standards Enforcement, Division of Apprenticeship Standards, and/or the Department of Industrial Relations.
 - (3) CPRs shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the JCC, Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested CPRs have not been provided pursuant to the provisions herein, the requesting party shall, prior to being provided the records reimburse the costs of preparation by Contractor, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Contractor.

- C. The form of certification for the CPRs shall be as follows:

I, _____ (Name-Print), the undersigned, am the _____ (Position in business) with the authority to act for and on behalf of _____ (Name of business and/or Contractor), certify under penalty of perjury that the records or copies thereof submitted and consisting of _____ (Description, number of pages) are the originals or true, full, and correct copies of the originals which depict the payroll record(s) of actual disbursements by way of cash, check, or whatever form to the individual or individual named, and (b) we have complied with the requirements of sections 1771, 1811, and 1815 of the Labor Code for any work performed by our employees on the Project.

*Date: _____ Signature: _____
(section 16401 of Title 8 of the California Code of Regulations)*

- D. Contractor shall file a certified copy of the CPRs with the entity that requested the records within ten (10) days after receipt of a written request.
- E. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the JCC, Division of Apprenticeship Standards, or Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Contractor awarded Agreement or performing Agreement shall not be marked or obliterated.
- F. Contractor shall inform the JCC of the location of the records enumerated hereunder, including the street address, city, and county, and shall, within five (5) Business Days, provide a notice of change of location and address.
- G. In the event of noncompliance with the requirements of this section, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this section. Should noncompliance still be evident after the ten (10) day period, Contractor shall, as a penalty to the JCC, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of Division of Apprenticeship Standards or Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.
- H. It shall be the responsibility of Contractor to ensure compliance with the provisions of Labor Code section 1776.

40.5 Apprentices:

- A. Contractor acknowledges and agrees that, if this Agreement involves a dollar amount greater than or a number of working days greater than that specified in Labor Code section 1777.5, then this Agreement is governed by the provisions of Labor Code

section 1777.5. It shall be the responsibility of Contractor to ensure compliance with this Article and with Labor Code section 1777.5 for all apprenticeship occupations.

- B.** Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.
- C.** Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he/she is employed, and shall be employed only at the work of the craft or trade to which she/he is registered.
- D.** Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprentice agreements under chapter 4 (commencing at section 3070), division 3, of the Labor Code, are eligible to be employed. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she is training.
- E.** Pursuant to Labor Code section 1777.5, if that section applies to this Agreement as indicated above, Contractor and any Subcontractors employing workers in any apprenticeable craft or trade in performing any Work under this Agreement shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or Subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the Work.
- F.** Pursuant to Labor Code section 1777.5, if that section applies to this Agreement as indicated above, Contractor and any Subcontractor may be required to make contributions to the apprenticeship program.
- G.** If Contractor or Subcontractor willfully fails to comply with Labor Code section 1777.5, then, upon a determination of noncompliance by the Administrator of Apprenticeship, it shall:
 - (1)** Be denied the right to bid or propose on any subsequent project for one (1) year from the date of such determination; and
 - (2)** Forfeit as a penalty to the JCC the full amount as stated in Labor Code section 1777.7. Interpretation and enforcement of these provisions shall be in accordance with the rules and procedures of the California Apprenticeship Council and under the authority of the Chief of the Division of Apprenticeship Standards.
- H.** Contractor and all Subcontractors shall comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.
- I.** Contractor shall become fully acquainted with the law regarding apprentices prior to commencement of the Work. Special attention is directed to sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and title 8, California Code of Regulations, section 200

et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California 94102.

- J.** Contractor shall ensure compliance with all certification requirements for all workers on an applicable project including, without limitation, the requirements for electrician certification in Labor Code sections 108 et seq.

End of Exhibit

**EXHIBIT C
PAYMENT PROVISIONS**

1. Compensation for Contract Work

- A. For performing the work of this Agreement as set forth in a Work Order, the JCC shall compensate the Contractor for an amount not to exceed the Work Order Amount set forth in such Work Order and compensation shall be based upon the actual cost at the applicable hourly rates which shall not exceed the rates specified in Table 1, below, and reduced by the appropriate discount rate in accordance with this Exhibit.

If the Judicial Council elects to extend the term of the Agreement by exercising any of the three (3) one-year options to renew, any agreed upon price adjustment to the amounts set forth below in Table 1, whether an increase or decrease, may not exceed the average percentage change in the 12-month average of the Consumer Price Index (CPI), for the previous three years ending on December 31 of the year just prior to the applicable year of the Option Term.

Please refer to the following to perform the above calculation:
http://data.bls.gov/timeseries/CUUR0000SA0?output_view=pct_12mths.

Table 1: Compensation

Position	Maximum Hourly Rate for Initial Term (July 1, 2021 to June 30, 2023)
1. Applications IT Architect	TBD
2. Application Support Analyst	TBD
3. Application Tester	TBD
4. Application Testing Lead	TBD
5. Business Applications Analyst	TBD
6. Sr. Business Applications Analyst	TBD
7. Business Systems Analyst	TBD
8. Sr. Business Systems Analyst	TBD
9. Data Modeler	TBD
10. Data Scientist	TBD
11. Database Administrator	TBD
12. Enterprise IT Architect	TBD
13. Infrastructure/Operations IT Architect	TBD
14. IT Developer	TBD
15. IT Developer Lead	TBD
16. IT Governance Subject Matter Expert	TBD
17. IT Infrastructure Subject Matter Expert	TBD
18. IT Program Manager	TBD
19. IT Project Manager	TBD
20. Network Engineer	TBD

21. Quality Assurance Analyst	TBD
22. Release Analyst	TBD
23. Release Manager	TBD
24. Report Writer	TBD
25. Security Analyst	TBD
26. Service Delivery Manager	TBD
27. Technical Analyst	TBD
28. Technical Construction Analyst	TBD
29. Technical Writer	TBD
30. TIBCO Development Engineer	TBD
31. Other Specialist – services that combine or augment any of the services provided within the above positions. The maximum hourly rate for such services will be determined by the Judicial Council in a Work Order Request Form at the time of issuance.	n/a

- B. Except for the specific Travel Expenses set forth in section 3, below, when authorized and funded in a Work Order, the hourly rate(s) set forth in a Work Order include all costs, benefits, expenses, fees, overhead, and profits payable to the Contractor for services rendered to the JCC.
- C. The Contractor shall not request nor shall the JCC consider any reimbursement for non-production work including but not limited to time spent traveling to and from the Home Base, job site or any living expenses.
- D. The Contractor shall not charge nor shall the JCC pay any overtime rate.
- E. Fully Burdened Labor Rates. In determining the fully burdened labor rate for individual Key Personnel for each Work Order, either section E.i. or E.ii applies, but not both for the same Key Personnel:
- i) Fully burdened labor rates for Key Personnel in Work Orders awarded under this Master Agreement will be made up of the hourly rate Contractor pays to Key Personnel plus Contractor’s total mark-up (Contractor’s overhead and profit percentages). Contractor’s total mark-up percentage for the appropriate term shall not exceed the percentage set forth in the following Table 2:

Table 2: Contractor’s Mark-up

	Initial Term 7/1/21 – 6/30/23	1st Option Term 7/1/23 – 6/30/24	2nd Option Term 7/1/24 – 6/30/25	3rd Option Term 7/1/25 – 6/30/26
Total Mark-up (Percent)	TBD	TBD	TBD	TBD

OR

- ii) In the event Contractor uses a subcontracted company/firm to supply Key Personnel for a Work Order awarded under this Master Agreement, the fully burdened labor rate will only include the hourly rate proposer pays to Key Personnel plus Contractor’s mark-up percentage rate for using a subcontracted firm. Contractor’s subcontractor mark-up percentage for the appropriate term shall not exceed the percentage set forth in the following Table 3:

Table 3: Contractor’s Subcontractor Mark-up

	Initial Term 7/1/21 – 6/30/23	1st Option Term 7/1/23 – 6/30/24	2nd Option Term 7/1/24 – 6/30/25	3rd Option Term 7/1/25 – 6/30/26
Subcontractor Mark-up (Percent)	TBD	TBD	TBD	TBD

- F. The JCC’s compensation of Contractor for the Work of Work Orders shall be discounted based on the number of concurrent Work Orders in place under the Master Agreement at the end of each calendar month, except for Travel Expenses which shall not be discounted. The Contractor shall apply the appropriate discount rate set forth in the following Table 4 when invoicing for each Work Order in place under the Master Agreement.

Table 4: Discount Rates

	Number of Concurrent Work Orders in Place				
	1-3	4-6	7-10	11-14	15+
Percent (%) Discount to be Applied to Work Order(s)	TBD	TBD	TBD	TBD	TBD

2. After-Hours Maintenance and Support

- A. When specified that After-Hours Maintenance and Support may be required in performing the Work of a particular Work Order, and that such After-Hours Maintenance and Support is authorized in writing by the JCC Project Manager, substantially in the form of Exhibit G, Attachment 5-C, the JCC shall compensate the Contractor for the the After-Hours Maintenance and Support. Such compensation shall be at the hourly rate set forth in the Work Order, provided such total actual cost shall not exceed the Not to Exceed Amounts. Use of any such After-Hours Maintenance and Support account is limited to within the JCC’s fiscal year (July 1 – June 30).
- B. Except for the specific Travel Expenses, when authorized as set forth in the relevant Work Order, the hourly rate(s) for After-Hours Maintenance and Support of appropriate Work Order, is (are) inclusive of all costs, benefits, expenses, fees, overhead, and profits payable to the Contractor for services rendered to the JCC.

- C. The Contractor shall not exceed nor bill the JCC in excess of hours of service set forth in the applicable Work Order for After-Hours Maintenance and Support.
- D. The Contractor shall not charge nor shall the JCC pay any overtime rate for After-Hours Maintenance and Support.
- E. The Contractor shall not request nor shall the JCC consider any reimbursement for non-production work including but not limited to time spent traveling to and from the job site or any living expenses with respect to After-Hours Maintenance and Support.
- F. The Contractor shall include a signed After-Hours Maintenance and Support Authorization Form, substantially in the form of Exhibit G, Attachment 5-C, to substantiate any and all invoices that contain a reimbursement request for After-Hours Maintenance and Support.

3. Compensation for Allowable Travel Expenses

- A. Provided travel of Contractor's Key Personnel away from Home Base has been specified as required in a Work Order, and the Work Order includes funding for Travel Expenses, the JCC shall reimburse the Contractor for Travel Expenses as follows:
 - i) The JCC shall reimburse the Contractor its actual expenses incurred for allowable Travel Expenses required to perform the Work of this Agreement subject to the reimbursement limitations set forth herein.
 - ii) Commute travel from the Contractor's or Key Personnel's home or place of business to the designated Home Base set forth in a Work Order is not an authorized Travel Expense and there shall be no reimbursement of any such commute expenses.
 - iii) The Contractor shall submit a written travel plan to the Project Manager, including estimated costs, for review and approval, at the beginning of the Project. The Contractor shall submit revised travel plans for review and approval when and as deemed necessary by the Project Manager.
 - iv) The Contractor shall submit original invoices and receipts for all Travel Expenses claimed for reimbursement. For ticketless air travel where an original receipt is not available, the Contractor shall submit either the traveler's printed airline itinerary email that includes payment confirmation or a copy of the traveler's credit card statement with the air travel charge(s) highlighted.
 - v) For necessary air transportation, the JCC will reimburse the Contractor for the actual cost incurred for coach class on a standard carrier.
 - vi) For overnight travel, the JCC will reimburse lodging expenses incurred while traveling, at Contractor's actual cost. Lodging costs may not exceed \$250 (per day per person), plus tax and energy surcharge in San Francisco county; \$140 (per day per person), plus tax and energy surcharge in Alameda, San Mateo, and Santa Clara; \$125 (per day per person), plus tax and energy surcharge in Monterey and San Diego counties; \$120 (per day per person), plus tax and energy

surcharge in Los Angeles, Orange and Ventura counties;; or \$110 (per day per person), plus tax and energy surcharge in all other California counties. Meals shall be reimbursed at the actual cost not to exceed the following maximum amounts per person per Day: breakfast~**\$8.00**; lunch~**\$12.00**; dinner~**\$20.00**; and/or incidentals~**\$6.00**.

- vii) For continuous travel of less than 24 hours, the following shall govern whether actual meal expenses up to the limits of subparagraph 3.A.vii), above, are reimbursable:
 - a) Breakfast may be claimed if travel begins at least one hour before normal work hours.
 - b) Dinner may be claimed if travel ends at least one hour after normal work hours; and
 - c) Lunch may not be claimed on trips of less than 24 hours.
- viii) For necessary private vehicle ground transportation usage, the JCC will reimburse the Contractor at the then current IRS mileage reimbursement rate. Contractor must provide MapQuest[®], or equivalent, printout to substantiate mileage claim.
- ix) The total amount the JCC may pay the Contractor for allowable Travel Expenses under any Work Order shall be included in the Work Order Amount that is set forth in the Work Order.

B. Contractor shall use the Expense Statement form set forth as Exhibit G, Attachment 5-D when claiming reimbursement for Travel Expenses, and which shall not be included in either (i) the Monthly Summary Statement at the Master Agreement-Level (see Exhibit G, Attachment 5-A), or (ii) the Detailed Invoice at Work Order-Level (see Exhibit G, Attachment 5-B).

4. 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.

5. Other Expenses

The JCC 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.

6. Taxes

The JCC 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 JCC 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.

7. Method of Payment

- A. Upon providing the Work and/or Deliverable(s) of a Work Order, the Contractor shall submit an invoice package monthly for Work completed. The invoice package shall be made up of a monthly summary statement identifying certain information regarding all Work Orders issued under the Master Agreement, and separate, precise detailed invoices for each Work Order. After receipt of the invoice, the JCC will either approve the invoice(s) 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. Contractor shall submit claims for reimbursement of pre-approved Travel Expenses no later than **60-days** after the end of the month in which the Key Personnel incurred any such Travel Expenses.
- C. The JCC will make payment in arrears after receipt of the Contractor's properly completed invoice package. The submitted invoice package shall be substantially in the form and substance as set forth in Exhibit G, Attachment 5, Sample Invoice Package, and at a minimum include the following:

Monthly Summary Statement at Master Agreement-Level

- i) The Contractor's name and address.
- ii) The taxpayer identification number (the Contractor's federal employer identification number).
- iii) Date of the summary statement.
- iv) The Master Agreement number.
- v) The appropriate discount rate (percentage) from the Master Agreement
- vi) Heading titled "ISD Work Orders:" and including the following for each ISD Work Order for the invoice period: (ISD Work Orders are distinguished by an ISD prefix in the Work Order number)
 - (a) Work Order Number
 - (b) Name of Key Personnel
 - (c) The subtotal amount for Work performed, Deliverable(s) made.
 - (d) The subtotal amount for After-Hours Maintenance and Support.
 - (e) The discount rate and discounted amount to be subtracted from the subtotals for Work performed, Deliverable(s) made, and After-Hours Maintenance and Support; and
 - (f) The net invoice amount for the Work Order.
- vii) A Subtotal for ISD Work Orders.
- viii) Heading titled for each non-ISD Work Order "[non-ISD acronym] Work Orders:" and including the following for each non-ISD Work Order for the invoice period: (non-ISD Work Orders are distinguished by an acronym other than ISD prefix in the Work Order number)
 - (a) Work Order Number
 - (b) Name of Key Personnel
 - (c) The subtotal amount for Work performed, Deliverable(s) made.
 - (d) The subtotal amount for After-Hours Maintenance and Support.

- (e) The discount rate and discounted amount to be subtracted from the subtotals for Work performed, Deliverable(s) made, and After-Hours Maintenance and Support; and
- (f) The net invoice amount for the Work Order.
- ix) A Subtotal for each non-ISD Work Orders; and
- x) A Total for all Work Orders.

Detailed Invoice at Work Order-Level

- i) The Contractor's name and address.
- ii) The taxpayer identification number (the Contractor's federal employer identification number).
- iii) The "Bill To" address.
- iv) A preferred remittance address, if different from the mailing address.
- v) Invoice date.
- vi) A unique invoice number.
- vii) The Master Agreement number.
- viii) The Work Order number.
- ix) Name of Key Personnel.
- x) The name of the JCC's Project Manager, as indicated on the Work Order.
- xi) For Work performed, Deliverable(s) made, for the invoice period, include the following:
 - (a) A description of the completed Work.
 - (b) The dates and hours worked.
 - (c) The billing rate as set forth in the Work Order.
 - (d) The extended amount for each day worked; and
 - (e) A subtotal for Work performed, Deliverable(s) made, for the invoice period, including total hours worked and total extended amount for labor.
- xii) For After-Hours Maintenance and Support for the invoice period, include the following:
 - (a) The dates and hours worked for After-Hours Maintenance and Support.
 - (b) The billing rate for After-Hours Maintenance and Support as set forth in the Work Order.
 - (c) The extended amount for each day After-Hours Maintenance and Support was provided.
 - (d) A subtotal for After-Hours Maintenance and Support for the invoice period, including total hours worked for After-Hours Maintenance and Support and total extended amount for After-Hours Maintenance and Support; and
 - (e) A copy of the signed After-Hours Maintenance & Support Authorization Form.
- xiii) A subtotal of Work performed, Deliverable(s) made, and After-Hours Maintenance and Support.
- xiv) The applicable discount rate (percentage) to be applied to Work performed, Deliverable(s) made, and After-Hours Maintenance and Support, and the discounted amount to be subtracted from the labor component [the sum of (the subtotal of Work performed Deliverable(s) made and After-Hours Maintenance and Support) X (discount rate)]; and
- xv) The net invoice amount for the Work Order.

Expense Statement

- i) Completed Expense Statement for each Work Order where reimbursement for Travel Expenses is being claimed, provided travel is specified as required and subsequently funded by a Work Order; and
- ii) Original invoices, receipts, or printouts are required to substantiate each expense item being claimed.

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

Judicial Council of California
c/o Information Technology | Operations & Programs Division Attn: **[named in Exhibit H]**
455 Golden Gate Avenue, 3rd Floor
San Francisco, CA 94102-3688

E. 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.

8. Disallowance

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

End of Exhibit

EXHIBIT D
WORK ORDER PROCESS AND ADMINISTRATION

1. General Description of Work

- A. The JCC makes no representations about the number or amount of Work Orders that may be awarded to the Contractor hereunder. The JCC does not guarantee a specific volume of work, a specific total contract amount, or a specific order value under this Master Agreement. Additionally, there will be no limit on the number of Work Orders the JCC may award under this Master Agreement, nor will there be any specific limitation on the quantity, minimum and/or maximum value of any individual Work Order awarded under this Master Agreement.
- B. WORFs for the Supreme Court or any of the six Appellate Courts and any resulting Work Orders may be issued by the JCC on their behalf.
- C. Pursuant to a WORF issued by the JCC, the Contractor will propose high-quality, cost-effective Candidate(s) to fill the JCC's professional technical staffing requirement throughout the term(s) of the Master Agreement, in accordance with Exhibit B, Special Provisions, paragraph 6, Agreement Term(s) and Options to Renew.
- D. Work to be performed for any individual Work Order will be determined and specified in the WORF. If Contractor is selected to provide the Key Personnel in its proposal, Work will be authorized via a bilaterally executed Work Order.

2. Work Order Process

- A. Process Initiation. The JCC will initiate the process for putting a Work Order in place by emailing a WORF, substantially in the form of Exhibit G, Attachment 1 to all master agreement holders. The Contractor's response to a WORF shall constitute a formal offer to provide key personnel as specified in the WORF.
- B. Contractor's Offer
 - i. The JCC will complete Part 1 of the WORF which will identify the following for each specific staff augmentation job/position being requested:
 - (a) A unique identifying WORF number for the staff augmentation position being requested.
 - (b) The position Classification for the position being requested.
 - (c) The project for which the position will be providing the Work.
 - (d) Designation of a NEW consultant request or incumbent for this position
 - (e) Any budgetary limitation for the subsequent Work Order, which may include the Initial Term annual dollar range that will be considered, where the annual dollar range is inclusive of personnel, materials, overhead, subcontractor markup, profit, and Travel Expenses.
 - (f) Funding reporting structure, Project ID, and Activity ID related to budget

- (g) The designated Home Base for the requested position.
- (h) Whether travel away from Home Base will be required in performing the Work, including (i) the estimated percentage of time that the position will be required to travel, and (ii) an estimated dollar amount that would be available for reimbursement of Travel Expenses for the WO Initial Term;
- (i) Whether After-Hours Maintenance and Support may be required of the position in the subsequent Work Order, and the amount of any estimated funds that would be identified for this purpose.
- (j) The duration of the assignment, including defining the WO Initial Term and subsequent WO Option Terms, if any.
- (k) The maximum number of Candidates that Contractor may propose for the specific requirement.
- (l) The due date and time for any clarification questions regarding the WORF, and the date the JCC will respond to any such questions.
- (m) The due date and time for submission of offer.
- (n) The contact name and address for submission of offer.
- (o) The interview window timeframe for the top-rated proposed candidates.
- (p) A listing of the minimum job-specific skills and qualifications required of each Candidate.
- (q) A listing of additional skills and qualifications desired of each Candidate.
- (r) The evaluation criteria that will be used to evaluate the submitted offer.
- (s) Complete list of Tasks and responsibilities to be performed for the subsequent Work Order.
- (t) Complete list of Deliverables to be provided for the subsequent Work Order, including Option Terms, if any; and,
- (u) Additional requirements not covered in any other section, if any.

ii. In Part 2, the Contractor will provide the following information about the candidate:

- (a) Specialized expertise and technical competence.
- (b) Record of past performance; and
- (c) Ability to meet the requirements of the project.
- (d) Hourly amount payable to the Candidate.
- (e) Hourly amount allocated to Contractor's overhead.
- (f) Hourly amount allocated to Contractor's profit; and,
- (g) Fully burdened hourly rate.

iii. In Part 3, the Contractor will provide the following information about the cost proposal:

- (a) Reasonableness of cost projection

- (b) Proposer's Point of Contact for scheduling interviews
- (c) Proposer's authorized signature

C. Clarification of WORF. In the event a Contractor seeks clarification of a WORF, the Contractor must submit any such clarifying questions by email to the JCC's Solicitations mailbox ("**Solicitations Mailbox**") by the due date and time for questions set forth in the WORF.

- i. The Contractor shall include the WORF number in subject line of any such submitted questions. Failure to include the WORF number may result in the JCC not answering the question(s).
- ii. The email address of the JCC's Solicitations Mailbox is:

solicitations@jud.ca.gov
- iii. Questions received by the JCC after the due date and time for questions will not be answered.
- iv. Without disclosing the source of the question(s), the JCC will email a copy of all questions and the JCC's response to those questions to Contractor.
- v. The JCC reserves the right to edit questions for clarity and relevance; and
- vi. The JCC, at its sole discretion, may elect not to address a question.
- vii. If, as a result of this clarification process, the JCC determines, at the JCC's sole discretion, that the WORF should be revised, the JCC will issue an addendum to the WORF.

D. Errors in the WORF.

- i. If, prior to the date fixed for submission of offers, Contractor discovers any ambiguity, conflict, discrepancy, omission, or error in WORF, Contractor shall immediately notify the JCC via email to the Solicitations Mailbox, identified in section C.ii., above, and request modification or clarification of the WORF. If Contractor is requesting a modification, the request must state the recommended modification and Contractor's reasons for proposing the modification. Without disclosing the source of the request, the JCC may modify the WORF prior to the date fixed for submission of WORF proposals by releasing an addendum to the WORF.
- ii. If Contractor fails to notify the JCC of an error in the WORF known to Contractor, or an error that reasonably should have been known to Contractor, prior to the date fixed for submission of WORF proposals, Contractor shall propose at its own risk. Furthermore, if Contractor is awarded the agreement, Contractor shall not be entitled to additional compensation or time by reason of the error or its later correction.

E. Withdrawal and Resubmission/Modification of WORF Proposals.

Contractor may withdraw its WORF proposal at any time prior to the deadline for submitting WORF proposals by notifying the JCC in writing of its withdrawal. The

notice must be signed by Contractor. Contractor may thereafter submit a new or modified WORF proposal, provided that it is received at the JCC no later than the proposal due date and time listed in the WORF. Modifications offered in any other manner, oral or written, will not be considered. WORF proposals cannot be changed or withdrawn after the WORF proposal due date and time listed in the WORF.

- F. Submission of WORF Proposal(s). By the due date and time set forth in the WORF, Contractor shall submit hardcopy WORF proposals to the contact name and address set forth in the WORF.

WORF Proposals are to include, Parts 1 through 3 of the WORF, and submitted as follows:

Contractor must submit a completed WORF in **Word of the Proposed Candidate Qualifications and Proposed Costs(Parts 2 and 3)**. The original must be signed by an authorized representative of Contractor.

- G. Proposals must be emailed and received by the date and time listed on the coversheet of the WORF:

Solicitations@jud.ca.gov

Email subject line must indicate:

WORF #TBD

- H. Late proposals will not be accepted.
- I. Only written proposals will be accepted. Submitting proposals by facsimile or email transmission is not acceptable, and any proposal so transmitted will be rejected as non-responsive.
- J. All proposals must be delivered via U.S. Mail, common carrier, overnight delivery service (with proof of delivery), or hand delivery. A receipt should be requested for hand delivered material. Proposals received prior to the Proposal Due Date & Time that are marked properly will be securely kept, unopened until the Proposal Due Date & Time. Proposals received after the Proposal Due Date & Time will be deemed non-responsive and will not be considered. The JCC shall not be responsible for any delays in mail or by common carriers or by delivery errors or delays or missed delivery.
- K. Contractor must prepare a cover letter on its business letterhead to accompany the proposal. The purpose of this letter is to transmit the proposal; therefore, it should be brief. The letter must be signed by an individual who is authorized to bind his or her firm to all statements contained in the proposal. The cover letter must state who the proposed prime contractor is (legal business name), name the proposed subcontractors, if any, and provide the name, title, physical address, email address, and telephone number of one individual who is Contractor's designated representative and single point of contact.

- L. Contractor is solely responsible for ensuring that the full and complete proposal is received by the JCC in accordance with the solicitation requirements prior to the Proposal Due Date & Time and at the place specified.
- M. Any offer containing information that Contractor considers confidential and/or proprietary must comply with the requirements set forth in Attachment A, Administrative Rules Governing Requests for Proposals.
 - i. A Contractor's submitted WORF proposal shall constitute an irrevocable offer for **60 days** following the Proposal Due Date & Time as set forth on the WORF.
 - ii. WORF proposals must be delivered to the individual listed in the "Deliver Proposal to" section of the WORF and must be received no later than the Hardcopy WORF Proposal Due Date & Time as set forth on the WORF.
 - iii. All WORF proposals must be delivered via U.S. Mail, common carrier, overnight delivery service (with proof of delivery), or hand delivery. A receipt should be requested for hand delivered material. WORF proposals received prior to the WORF Proposal Due Date & Time that are marked properly will be securely kept, unopened until the WORF Proposal Due Date & Time. WORF proposals received after the WORF Proposal Due Date & Time will be deemed non-responsive and will not be considered. The JCC shall not be responsible for any delays in mail or by common carriers or by delivery errors or delays or missed delivery.
 - iv. Contractor is solely responsible for ensuring that the full and complete WORF proposal is received by the JCC in accordance with the solicitation requirements prior to the WORF Proposal Due Date & Time specified.
 - v. One copy of each submitted WORF proposal will be retained by the JCC for official files and will become a public record, subject to disclosure under Rule 10.500.
- N. Specifics of a Responsive WORF Proposal.
 - i. Contractors shall complete Parts 2 and 3 of the WORF which, when signed by Contractor, shall constitute its WORF offer.
 - ii. Contractor shall not attach additional files to WORF offers unless specifically requested or required to do so by the WORF.
 - iii. Contractor shall incorporate the requested content into the specified block of the WORF and not imbed links to document(s) instead of the required content (i.e., resumes will be incorporated into the block and not attached separately, etc.).
 - iv. Contractor shall propose no more than the maximum number of candidates specified in the WORF. The JCC may deem the WORF proposal from Contractor that proposes more candidates than the maximum number specified by specific WORF as non-responsive and may not evaluate such WORF proposal.
 - v. For individual WORFs, Contractor may propose overhead and profit margins at rates less than those set forth in Contractor's Master Agreement, provided,

however, neither the proposed overhead nor the proposed profit margin may exceed the rates set forth in Contractor's Master Agreement

- vi. WORF proposals must be signed by an individual authorized to bind Contractor to all statements contained in the WORF proposal.

O. Error in the WORF Proposal.

If errors are found in a WORF proposal, the JCC may reject the proposal; however, JCC 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 Contractor (if selected for the award of the Work Order), Contractor will be informed of the errors and corrections thereof and will be given the option to abide by the corrected amount or withdraw the WORF proposal.

P. Evaluation of WORF Proposals. WORF proposals will be evaluated in 2 steps: evaluation of the Technical Proposal, and evaluation of the Cost Proposal.

- i. WORF proposals received by the due date and time specified in the WORF will be evaluated using the criteria specified in the WORF.
- ii. It may be necessary for the JCC to request additional documentation or information in order to clarify aspects of a WORF proposal. Should the JCC request such documentation or information, proposer shall provide the requested documentation or information no later than the date specified by such a request.
- iii. The JCC will conduct a preliminary evaluation using only that criteria specified in the WORF and develop a short-list of the top-ranked candidates to be interviewed. The JCC will communicate the list of such short-listed candidates to Contractor and others that submitted WORF proposals. Candidates that do not make the short-list will not be considered further in the evaluation process.
- iv. If set forth in the WORF, the JCC will conduct interviews of the top-ranked short-listed candidates to clarify relevant aspects set forth in Contractor's WORF proposal, and to determine the candidate's technical competence and communications skills.
 - a) If a candidate is invited to participate in an interview, such interview will be conducted at a mutually agreeable date and time within the interview window timeframe set forth in the WORF, and at a location specified in the WORF, likely, but not necessarily, the Home Base. The JCC reserves the right to also conduct interviews by phone.
 - b) The JCC will not reimburse such candidates for any costs incurred in traveling to or from the interview location.
 - c) Following the interview, if held, the interviewed candidates will be re-scored in all relevant evaluation criteria.
 - d) Failure of a candidate to participate in an interview within the interview window timeframe required by the WORF, will disqualify such candidate from further consideration.

Q. Right to Reject WORF Proposals.

- i. The JCC may reject any or all WORF proposals and may or may not waive an immaterial deviation or defect in a WORF proposal. The JCC's waiver of an immaterial deviation or defect shall in no way modify the WORF or excuse Contractor from full compliance with WORF solicitation specifications. The JCC reserves the right to accept or reject any or all of the items in the WORF proposal, to award the Work Order in whole or in part and/or negotiate any or all items with individual proposers if it is deemed in the JCC's best interest. Moreover, the JCC reserves the right to make no selection if WORF proposals are deemed to be outside the fiscal constraint or against the best interest of the State of California.
- ii. In addition to the right to reject any and all WORF proposals, in whole or in part, the JCC also reserves the right to issue similar WORFs in the future. A WORF is in no way an agreement, obligation, or contract and in no way is the JCC or the State of California responsible for Contractor's cost of preparing any WORF proposal submitted in response to a WORF.

R. Candidate Selection and Authorization of Work Order.

- i. If a candidate is submitted by more than one Contractor for the same WORF, the JCC reserves the right to request that the Contractor produce a signed document from the candidate indicating that the Contractor is the sole representative of the candidate for that particular WORF, prior to a final award of the WORF.
- ii. Upon completion of the evaluation of WORF proposals, including interviews to clarify WORF proposal, if held, the Judicial Council will identify the top-rated candidate and will issue a Notice of Intent to Award to all Holders identifying the selected candidate that will be the Key Personnel and Holder that proposed the selected candidate.
- iii. The selected Holder shall conduct personal background checks, including criminal background checks at the county level (e.g., counties of residence for the last seven years) and at the federal district level (e.g. Federal District Court, Northern California) on all top-rated candidates within 5 business days.
- iv. A summary of the results of the background checks shall be provided in writing to the Judicial Council's Program Manager and hiring Project Manager within two (2) business days of the receipt of all results. Upon successful confirmation of the background checks, the Judicial Council will proceed with an executable Work Order. If an unsuccessful confirmation of the background checks is received, the Judicial Council will reassess options including, but not limited to, pursuing the award of the Work Order to the next ranked candidate(s), or cancelling the WORF.
- v. If the Judicial Council proceeds with an executable Work Order, it will subsequently forward an executable Work Order, substantially in the form of Exhibit G, Attachment 2 to the Master Agreement, to the selected Holder for execution and return to the Judicial Council.

- vi. The selected Holder shall print out, sign, and return two (2) complete copies of the executed Work Order to the Judicial Council, at which point the Judicial Council will fully execute the duplicate Work Order forms.
- vii. One of the original fully executed Work Order forms will be returned to the selected Holder and the other original will be retained by Judicial Council's Business Services.
- viii. Upon full execution of a Work Order, Contractor's Key Personnel shall commence the Work of the Work Order effective on the Effective Date of that Work Order. Any commencement of Work by Contractor or Contractor's Key Personnel prior to the full execution of a Work Order shall be at Contractor's own risk.

S. Work Order Process Protests.

Protests are not allowed in the WORF process.

3. Work Order Administration.

- i. The JCC's Project Manager will be responsible for managing Work Order Project activities and reviewing monthly project summary reports and meeting with key personnel bi-weekly or as needed and escalate issues for resolution to JCC management.
- ii. The Contractor is not authorized to make final and binding decisions or approvals on behalf of the JCC. The Contractor shall obtain all necessary approvals from the Work Order Project Manager and/or the Business Services Manager as may be required.
- iii. The Contractor shall submit monthly progress reports to the Work Order Project Manager, describing Work performed, Work status, Work progress, difficulties encountered, remedial actions, and statement of activity anticipated.
- iv. In the event the JCC elects to exercise a Work Order Option Term as set forth in a Work Order, and provided there are no changes to any element of the Work Order, the Work Order will be modified by a Work Order Amendment Form (Unilateral), substantially in the form of Exhibit G, Attachment 4, Sample Work Order Amendment Form (Unilateral), executed by the JCC.
- v. If the Parties agree, the JCC may increase or decrease the hours specified in a Work Order Option Term by up to five (5) percent (%) without such increase or decrease constituting a change in the Work Order scope. Any such change may only be made via a bilateral execution of a Work Order Amendment Form (Bilateral), substantially in the form of Exhibit G, Attachment 3, Sample Work Order Amendment Form (Bilateral)
- vi. Except for the JCC's election to exercise a WO Option Term as set forth in section 3.iv, above, any changes or modifications to a Work Order may only be made via a bilateral execution of a Work Order Amendment Form (Bilateral).

4. Termination of Work Order.

- i. Termination of a Work Order, in whole or in part, is addressed under the following provisions of the Master Agreement: (i) Exhibit A, Standard Provisions, section 3, Termination for Cause; (ii) Exhibit B, Special Provisions, section 3, Termination Other Than for Cause; or (iii) Exhibit B, Special Provisions, section 4, JCC's Obligation Subject to Availability of Funds, as applicable.
- ii. See Exhibit B, Special Provisions, section 11, Contractor's Personnel and Replacement of Personnel, of the Master Agreement for conditions pertaining to replacement of Key Personnel or Key Staff.

5. Disposition of WOLF Proposals

All materials submitted in response to a WOLF solicitation will become the property of the State of California and will be returned only at the JCC's concurrence and at the expense of Contractor submitting the proposal. One copy of a submitted WOLF proposal will be retained for official files and becomes a public record.

End of Exhibit

EXHIBIT E
CONTRACTOR'S KEY STAFF

1. The following individual, or equivalent as approved pursuant to Exhibit B, Special Provisions, paragraph 11, Contractor's Personnel and Replacement of Personnel, shall be the Key Staff designated to perform and function in a key capacity in managing the work of the Contract:

Name of Key Staff	Role
TBD	Account Manager
TBD	Accounting Lead
TBD	Sourcing Manager

2. The resumes of the Contractor's Key Staff, identified above, are attached to this Exhibit and set forth on the following page(s).

End of Exhibit

**EXHIBIT F
CLASSIFICATIONS**

Position	Duties and Responsibilities
1. Applications IT Architect	Analyzes and designs the architecture for software applications and enhancements, including the appropriate application of frameworks and design patterns and the interrelationships of components and interfaces; provides solutions to business-critical complex problems; supports problem research and resolution as a lead team member; performs related work as assigned.
2. Application Support Analyst	Coordinates the tracking, research, and solutions for defects and service requests relating to existing automated systems; facilitates communication between application users and the helpdesk staff, 3rd party helpdesk staff, and support and maintenance teams in the prioritization and tracking of incidents and requests; serves as subject matter expert to the application team on the operations and functionality of automated applications; performs related work as assigned.
3. Application Tester	Responsible for writing test cases and test plans, executing test cases, investigating potential defects, logging defects, reporting test results, organizing and participating in test plan walkthroughs, functional and system integration testing, preparing traceability matrix to reflect test coverage, and prioritizing test requirements and organizing test cases accordingly.
4. Application Testing Lead	See Application Tester. In addition, provides lead direction and work review of project staff and/or performs and coordinates complex and specialized work.
5. Business Applications Analyst	Performs professional-level analytical work while serving as a functional liaison with Information Services staff in coordinating the functional/business unit activities related to the requirements gathering, use cases, process documentation, development, training, testing and use of information management applications. This position provides the subject matter expertise to support the development and configuration of an application.
6. Sr. Business Applications Analyst	See Business Applications Analyst. In addition, provides lead direction and senior level subject matter expertise, and work review of project staff and/or performs and coordinates complex and specialized work to include defining test plans, training plans and recommendations for business process reengineering.

Position	Duties and Responsibilities
7. Business Systems Analyst	Plans and conducts the business process analysis to system mapping design, testing and functional documentation of new and existing automated systems; works with other business systems analysts, application managers and development teams to achieve business objectives and maintain client satisfaction. Works closely with business users to ensure best practices and adherence to the Software development Life Cycle (SDLC).
8. Sr. Business Systems Analyst	See Business Systems Analyst. In addition, provides lead direction and work review of project staff and/or performs and coordinates complex and specialized work.
9. Data Modeler	Consults with business process owners, functional analysts, and Subject Matter Experts (SMEs) to gather knowledge of business processes in order to develop effective data warehousing solutions. Performs detailed data analysis and develops data models based on business requirements and data warehousing principles. Designs, develops, configures, and executes loading of data from source system extractions creating a flexible, scalable, supportable, and analytical reporting system.
10. Data Scientist	Advises with business process owners on the potential of data. Provides new insights through the use of advanced statistical analysis, data mining, and data visualization techniques to create solutions that enable enhanced business performance. Leads the management of a number of projects in support of the business to leverage and synthesize large volumes and variety of data in order to enhance the understanding of individual population segments, propensities, outcomes, and decision points. Combines data, computational science, and technology with consumer-oriented business knowledge in the business setting, to drive high-value insights into the business and drive high-impact through the business levers.
11. Database Administrator	Responsible for the day-to-day technical support and administration of application databases including but not limited to installations, performing and supporting upgrades, applying support packages and patches, monitoring and managing database performance, maintaining multi-landscape environments through copies and refreshes, coordinating with 3rd party vendors to resolve software/hardware issues, and responsible for ensuring optimum performance of the database and that it is in compliance with IS security and technical policies/procedures.

Position	Duties and Responsibilities
12. Enterprise IT Architect	Consults, researches, evaluates, and recommends technical solutions particularly for new and/or shared infrastructure solutions to support the successful attainment of the judicial branch enterprise strategy. Analyzes and evaluates that various technologies are appropriate for business requirements, compatible with existing infrastructure, and that technologies are deployed in an optimal configuration. Presents analysis and recommendations to all levels of staff. Works with vendors and staff to determine optimal technical solutions based on the application technology, hosting requirements, and security standards.
13. Infrastructure/Operations IT Architect	Consults and performs complex and specialized work in analysis, design, testing, and implementation of complex infrastructure environments, including hardware, operating systems, and middleware components; interfaces with 3rd party vendors and staff to ensure that goals and objectives are met; supports problem research and resolution; performs related work as assigned.
14. IT Developer	Designs, codes, configures, tests and debugs applications in various software languages. Performs software analysis, code analysis, requirements analysis, software review, identification of code metrics, system risk analysis, software testing, quality assurance, and performance tuning. Supports, maintains, and documents software functionality. Analyzes support issues, interacts with vendors as necessary, and develops viable solutions. Develops and supports applications using best practices and complies with JCC development standards.
15. IT Developer Lead	See IT Developer. In addition, leads a group of IT Developers in design and development of various software systems. Works with business analysts to define software requirements and assess feasibility of design within time and cost constraints. Identifies programming effort and assigns to technical team. Performs code reviews, develops software, conducts unit testing, coordinates/assists in integration and user testing, and ensures development and maintenance of appropriate technical documentation. Coordinates knowledge transfer for cross training. Leads problem resolution working with peers and vendors. Assists in the development of technical and documentation standards and ensures that they are being followed.

Position	Duties and Responsibilities
16. IT Governance Subject Matter Expert	Provides service delivery strategies and direction based on analysis of current operations management and technology. Develops comparative financial models for outsourcing vendor selection and provides assessments of market maturity and services fit. Responsible for sourcing alternatives analysis and vendor financial proposal analysis. Refines strategies and requirements to provide core services while reducing costs and operational risks. Develops service strategy roadmaps as needed.
17. IT Infrastructure Subject Matter Expert	Provides appropriate sourcing and subject matter expertise. Develops outlines of critical milestones required to support current outsourcing relationship. Identified key activities required to support a renewal of current services and the possibility of a re-compete for services. Performs detailed assessments of current pricing levels and methodologies and provides recommendations on pricing and scope that may require renegotiation. Identifies new business needs and infrastructure requirements. Develops recommendations to address service performance deficiencies with current outsourcing vendor.
18. IT Program Manager	Responsible for all aspects of a complex technology program including but not limited to the management of various project plans and scopes; budgets and expenditures; resource availability; coordination and liaison with business partners, 3rd party vendors and/or courts; budgetary and management reporting; and compliance with policies and procedures. May also have day to day responsibility for a team running complex technical requirements throughout all stages of system development life cycle. Makes presentations to all levels of staff including management and executive management regarding project status, issues, timelines, risks, and project milestones.
19. IT Project Manager	Day to day responsibilities for running complex technical projects throughout all stages of system development life cycle. Develops and maintains project plans; defines resources and schedule for implementation; creates and executes strategies for risk mitigation and contingency planning; plans and ensures timely creation and review of project deliverables and milestones; efficiently identifies and solves project issues; ensures quality documentation is created and maintained; and manages and resolves conflicts within groups.

Position	Duties and Responsibilities
20. Network Engineer	Responsible for overseeing the installation, configuration, and maintenance of networked information systems. Supports the administration of servers; manages system back-up and restore protocol; documents network problems and resolutions; performs troubleshooting analysis; monitors system performance and implements performance tuning; oversees software and network security; and manages user accounts, permissions, email, anti-virus, and anti-spam.
21. Quality Assurance Analyst	Designs, automates, and executes test plans, scripts, and test data creating to ensure the quality of software applications and enhancements; supports research, triage and resolution for both production and testing incidents; performs related work as assigned.
22. Release Analyst	Coordinates implementation of code builds into various environments and supports production implementations. Researches and resolves defects. Identifies configuration table problems and suggests solutions. Coordinates implementation of data scrubs devised by the database analyst.
23. Release Manager	See Release Analyst. Manages the activities of one or more Release Analysts. Serves as focal point for all activities in support of the application throughout the system development life cycle phases and its impacts to data center operations.
24. Report Writer	Develops customized reports from databases to extract and collect data according to specifications and needs. Builds and repairs data reports, tests applications and report functionality, analyzes statistics and other metrics, develops end-user training materials, and provides end-user training on report writing software. Responsible for presenting report data to explain findings and results to all levels of staff.
25. Security Analyst	Provides analysis of application data flows from the client, through a layered security model, and to the servers for problem resolution. Responds to security alerts generated by IDS/IPS probes and identifies at risk components. Takes measures to protect infrastructure and preserve information for forensic purposes. Guides support staff to proper closure of risk points. Provides third level support to network related issues.
26. Service Delivery Manager	Assists in providing service delivery by providing oversight and direction of resources based upon priorities, project management and technical leadership, integrates project schedules and manages program activities within the technology center, assists with 3rd party vendor management as well as supporting user groups. Assists with process improvement initiatives and management reporting.

Position	Duties and Responsibilities
27. Technical Analyst	Provides technical project oversight and serves as technical lead for various technology projects. Serves as the liaison with 3rd party vendors, conducts and documents technical assessments, validates business requirements, generates conceptual diagrams, and provides subject matter expertise on shared infrastructure and security components.
28. Sr. Technical Analyst	See Technical Analyst. In addition, provides specialized technical expertise in areas such as networking, telecommunications or cloud infrastructure and may act as project manager for 1 or more large and complex technical projects.
29. Technical Construction Analyst	Develops and maintains technology standards. Reviews proposals and technical design submissions. Participates in architectural design review sessions and provides feedback on design suitability. Provides technical oversight on network systems utilizing an integrated backbone that consolidates LAN, telephony, audio visual, security, and building automation system connectivity.
30. Technical Writer	Produces technical documentation for internal and external audiences; develops communication strategies and plans and executes related written material; and develops and maintains department, program, and project content for publication.
31. TIBCO Development Engineer	Responsible for designing, developing, implementing and maintaining large scale high availability systems using the TIBCO suite of software; creating technical specifications; performing unit and integration testing and providing technical and functional testing support; preparing project life cycle documentation; and provide maintenance and operations support for data exchanges.
32. Other Specialist	TBD at time of Work Order Request Form issuance

End of Exhibit

EXHIBIT G
ATTACHMENTS

This Exhibit includes the following templates/forms:

- 1) Attachment 1, Sample Work Order Request Form
- 2) Attachment 2, Sample Work Order Form
- 3) Attachment 3, Sample Work Order Amendment Form (Bilateral)
- 4) Attachment 4, Sample Work Order Amendment Form (Unilateral)
- 5) Attachment 5, Sample Invoice Package
 - A. Monthly Summary Statement at Master Agreement-Level
 - B. Detailed Invoice at Work Order-Level
 - C. After-Hours Maintenance and Support Authorization
 - D. Expense Statement
- 6) Attachment 6, Acceptance of Work and Sign-Off Form

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**EXHIBIT G
ATTACHMENT 1**

SAMPLE WORK ORDER REQUEST FORM

The sample Work Order Request Form consists of the following 12 pages.

WORF#: ISD2xxxx
Position Classification:
effective 7/1/2021

WORK ORDER REQUEST FORM (WORF)
Technical Staff Augmentation Services

(To Be Filled-in by Master Agreement Holder)

MASTER AGREEMENT NAME:	
MASTER AGREEMENT #:	
CANDIDATE'S NAME:	

Part 1 - Requirements

(To Be Filled-in by JCC)

WORF #:	
----------------	--

1. Position Classification:		
2. # of Positions of this Classification being Solicited by this WORF		1.0
3. Project Title:		
4. Summary of Work		
5. New consultant request or existing incumbent?	This is a NEW consultant request	Yes/No
	There is an incumbent for this position	Yes/No
6. Budgetary Limitations and Requirements	Maximum Hourly Rate	\$xxx.00
	Maximum Annual Budget, excluding travel: (per position)	Initial Term \$ 1 st Option Term \$ 2 nd Option Term \$
	Funding has been approved and specifically set aside for this WORF:	Yes
	Funding Reporting Structure, Project ID, and Activity ID	
7. Designated Home Base:		
8. Travel	Will Travel of Key Personnel away from Home Base be required to perform the Work of the Work Order?	No
	Estimated Percentage of Time Key Personnel will be Required to Travel:	N/A
	Anticipated Travel Destinations:	N/A

WORF#: ISD2xxxx

Position Classification:

effective 7/1/2021

	Estimated Amount for Reimbursable Travel for WO Initial Term:	\$0	
9. Equipment Requirements	Will Candidate be required to provide mobile phone for project purposes?	Yes	
	Will Candidate be required to provide laptop and software necessary to perform tasks and deliverables?	Yes	
	*Note: If Candidate is required to provide laptop, then laptop must be configured with full disk encryption software to protect any agency data stored on the laptop. Support for all software installed on personal laptops, including encryption software, will be provided by vendor. Required laptop software includes Adobe Acrobat Reader, and Microsoft Word, Excel, Project, and Visio 2010 or newer.		
10. Duration of Assignment:	Start Date of Assignment:	xx/xx/202x	
	Term of the Work Order (including any Work Order Option Terms):	Maximum Hours Per Term	
	WO Initial Term:	xx/xx/202x –xx/xx/202x	xxxx
	WO 1st Option Term:	xx/xx/202x –xx/xx/202x	xxxx
	WO 2nd Option Term:	xx/xx/202x –xx/xx/202x	xxxx
11. Maximum number of Candidates the Proposer may propose for this Worf:		1	
12. Clarification of Worf:	Due Date and Time for Clarifying Questions to be Submitted to: Solicitations@jud.ca.gov	x:00 p.m. Pacific Time xx/xx/202x	
	Estimated Date JCC will e-mail responses of clarifying questions to prospective proposers:	xx/xx/202x	
13. Electronic Worf Proposal Due Date and Time:		x:00 p.m. Pacific Time xx/xx/202x	
14. Email Electronic Proposal to:	Solicitations@jud.ca.gov Email subject line must indicate: Worf #ISD2xxxx		
15. Interview of Top-Rank Candidates to Clarify Proposal:	Estimated Interview Window Timeframe for Top-Rated Candidates:	xx/xx/202x– xx/xx/202x	
	Interview Location:	Initial phone interviews may be conducted via Skype, Teams, etc. Final interviews may be conducted via Skype, Teams, etc. or will be on-site at the Judicial Council of California in xxxxxxxx, CA	
16. Minimum Job-Specific Skills/Qualifications Required (in order of relative importance):			
•			

WORF#: ISD2xxxx

Position Classification:

effective 7/1/2021

17. Additional Skills/Qualifications Desired: •		
18. Evaluation Criteria for this Worf		
Criteria	Description	Points (Possible Out of 100)
A. Specialized expertise and technical competence	Proposals will be evaluated based on the proposer's demonstrated ability to meet the required/desired qualifications for the applicable position. <i>(Note: desired additional skills/qualifications are by definition not required of a candidate, and as such shall make up no more than five (5) points of the possible points for this evaluation criteria.)</i>	20
B. Past record of performance	Proposals will be evaluated considering candidate's past performance on projects of similar scope and duration.	20
C. Ability to meet requirements of the project	Proposals will be evaluated in terms of compliance with proposed project scheduling.	10
D. Reasonableness of cost projections	Proposals will be evaluated in terms of reasonableness of cost, proposed rate structure for the position, including breakdown of salary, overhead and profit.	50

19. Tasks and Responsibilities to be Performed

Task No.	Description of Tasks and Responsibilities
1	
2	
3	
4	
5	
6	
7	
8	Monthly status report

20. Deliverables To Be Provided for WO Initial Term

Term	No.	Description of Deliverable	Due Date	Hours
WO Initial Term	1	Monthly Status Report for all Work performed during the month	xx/xx/200x	
WO Initial Term	2	Monthly Status Report for all Work performed during the month		
WO Initial Term	3	Monthly Status Report for all Work performed during the month		
WO Initial Term	4	Monthly Status Report for all Work performed during the month		
WO Initial Term	5	Monthly Status Report for all Work performed during the month		
WO Initial Term	6	Monthly Status Report for all Work performed during the month		
WO Initial Term	7	Monthly Status Report for all Work performed during the month		
WO Initial Term	8	Monthly Status Report for all Work performed during the month		
WO Initial Term	9	Monthly Status Report for all Work performed during the month		
WO Initial Term	10	Monthly Status Report for all Work performed during the month		
WO Initial Term	11	Monthly Status Report for all Work performed during the month		
WO Initial Term	12	Monthly Status Report for all Work performed during the month		
Initial Term – Total Hours				

21. Deliverables To Be Provided for 1st Option Term

Term	No.	Description of Deliverable	Due Date	Hours
WO 1st Option Term	13	Monthly Status Report for all Work performed during the month		
WO 1st Option Term	14	Monthly Status Report for all Work performed during the month		
WO 1st Option Term	15	Monthly Status Report for all Work performed during the month		
WO 1st Option Term	16	Monthly Status Report for all Work performed during the month		
WO 1st Option Term	17	Monthly Status Report for all Work performed during the month		
WO 1st Option Term	18	Monthly Status Report for all Work performed during the month		
WO 1st Option Term	19	Monthly Status Report for all Work performed during the month		
WO 1st Option Term	20	Monthly Status Report for all Work performed during the month		
WO 1st Option Term	21	Monthly Status Report for all Work performed during the month		
WO 1st Option Term	22	Monthly Status Report for all Work performed during the month		
WO 1st Option Term	23	Monthly Status Report for all Work performed during the month		
WO 1st Option Term	24	Monthly Status Report for all Work performed during the month		
1st Option Term – Total Hours				

22. Deliverables To Be Provided for 2nd Option Term

Term	No.	Description of Deliverable	Due Date	Hours
WO 2nd Option Term	25	Monthly Status Report for all Work performed during the month		
WO 2nd Option Term	26	Monthly Status Report for all Work performed during the month		
WO 2nd Option Term	27	Monthly Status Report for all Work performed during the month		
WO 2nd Option Term	28	Monthly Status Report for all Work performed during the month		
WO 2nd Option Term	29	Monthly Status Report for all Work performed during the month		
WO 2nd Option Term	30	Monthly Status Report for all Work performed during the month		
WO 2nd Option Term	31	Monthly Status Report for all Work performed during the month		
WO 2nd Option Term	32	Monthly Status Report for all Work performed during the month		

WORF#: ISD2xxxx

Position Classification:

effective 7/1/2021

Term	No.	Description of Deliverable	Due Date	Hours
WO 2nd Option Term	33	Monthly Status Report for all Work performed during the month		
WO 2nd Option Term	34	Monthly Status Report for all Work performed during the month		
WO 2nd Option Term	35	Monthly Status Report for all Work performed during the month		
WO 2nd Option Term	36	Monthly Status Report for all Work performed during the month		
2nd Option Term – Total Hours				

23. Additional Requirements:

n/a

End of Work Order Request Form Part 1

Part 2 – Proposed Candidate Qualifications

(To Be Filled-in by Proposer)

1. Specialized Expertise and Technical Competence

A. Minimum required job-specific skills/qualifications: (Provide a statement that demonstrates how the Candidate meets each of the minimum required job-specific skills/qualifications specified in Part I. If selected for an interview, Candidate may be required to demonstrate proficiency in the minimum required job-specific skills/qualifications, including oral and written communication skills at both a technical and non-technical level.)

B. Desired job-specific skills/qualifications: (Provide a statement that demonstrates how the Candidate meets the desired job-specific skills/qualifications specified in Part I. If selected for an interview, Candidate may be required to demonstrate proficiency in any claimed job-specific skill/qualification.)

C. Candidate's Resume: (Provide the Candidate's resume (in unprotected Word format.)

2. Record of Past Performance

A. Candidate’s record of past performance: (Discuss the Candidate’s record of performance on past projects, especially on work with government agencies or public bodies, including such factors as quality of work, ability to meet schedules, cooperation, responsiveness, and other information technology considerations.)

B. References: (Provide references from at least three (3) companies/firms/agencies that Candidate has performed similar services. The JCC may check with the references provided.) *NOTE: Reference information denoted with an * in the highlighted boxes on the forms, below, are deemed by the JCC to be proposer’s proprietary and confidential information which meets the disclosure exemption requirements of Rule 10.500, and will NOT be disclosed pursuant to a request for public documents.*

Reference #1

Job Classification for this Assignment	
Duration of Assignment (List Dates)	
*Project Title/Description of Assignment	
*Name of Company/Firm/Agency	
*Company Point of Contact (Name)	
*Email Address and Phone Number for Company Point of Contact	

Reference #2

Job Classification for this Assignment	
Duration of Assignment (List Dates)	
*Project Title/Description of Assignment	
*Name of Company/Firm/Agency	
*Company Point of Contact (Name)	
*Email Address and Phone Number for Company Point of Contact	

Reference #3

Job Classification for this Assignment	
Duration of Assignment (List Dates)	
*Project Title/Description of Assignment	
*Name of Company/Firm/Agency	
*Company Point of Contact (Name)	
*Email Address and Phone Number for Company Point of Contact	

3. Ability to Meet Requirements of the Project

A. Date Candidate is available to start:

B. Candidate availability for the duration of the Project including WO Initial Term and all WO Option Terms: (Proposer to include a statement of proposed Candidate's availability during the WO Initial Term and all WO Option Terms for the Project, including the ability to fulfill the hours specified in the Deliverables To Be Provided for WO Initial Term, and any subsequent Option Term, of the WORF Part I. The statement must include a disclosure of any other JCC or non-JCC contracts for work which the proposed Candidate is obligated to fulfill and identify the dates or conditions which result in periods of unavailability. The statement must also include any other anticipated periods of unavailability greater than five (5) consecutive business days during the WO Initial Term. If there are no periods of unavailability, then it must be stated so.)

C. Candidate's ability to complete the Work: (Proposer to include a statement of the proposed Candidate's ability to complete the work within the project schedule set forth in Part I.)

D. Candidate's local presence to Home Base: (Proposer to include a statement of Candidate's place of residence during the Initial Term and all Option Terms.)

E. Candidate's right to work for the duration of the Project including WO Initial Term and all WO Option Terms: (Proposer to include a statement regarding Candidate's citizenship, legal right to work in the United States, including type of visa, if any, and the visa's expiration date.)

F. Candidate's ability to provide any required equipment: (Proposer to include a statement of Candidate's ability to provide any required equipment set forth in Part I.)

End of Work Order Request Form Part 2

WORK ORDER REQUEST FORM (WORF)

Technical Staff Augmentation Services

Part 3 – Proposed Costs

(To Be Filled-in by Proposer)

1. Reasonableness of Cost Projections

A. How do you classify this candidate within your organization? employee, independent contractor, subcontractor or other? If other, please specify.	
B. Is candidate an employee, independent contractor, or “other” of Proposer? Fill-in “Yes” or “No” in the box at right. If answer is “Yes” fill-in Table 1 only (do not fill-in Table 2). If answer is “No” go to question #C, below, and do not fill-in Table 1.	Yes / No

Table 1

Use this Table 1 only when Candidate is an employee/independent contractor/other of Proposer							
<i>NOTE: Individual markup percentages for overhead and profit denoted with an * in the highlighted boxes on the form below are deemed by the JCC to be proposer’s proprietary and confidential information which meet the disclosure exemption requirements of Rule 10.500, and will NOT be disclosed pursuant to a request for public documents.</i>							
		WO Initial Term		WO 1st Option Term		WO 2nd Option Term	
		Amount	Percent	Amount	Percent	Amount	Percent
Hourly Amount Payable to Key Personnel Candidate (A1)							
Hourly Amount Allocated to Proposer’s Overhead (B1)							
Hourly Amount Allocated to Proposer’s Profit (C1)							
Fully Burdened Hourly Rate for Key Personnel Candidate (A1 + B1 + C1)			100%		100%		100%

Notes:

Overhead + Profit (B1 + C1) cannot exceed Contractor’s Total Mark-up percent set forth in Exhibit C, Payment Provisions, Table 2: Contractor’s Mark-up.

Fully Burdened Hourly Rate amount cannot exceed the maximum hourly rate set forth in Exhibit C, section C, Payment Provisions, Table 1: Compensation.

IMPORTANT:

Any WORF proposals in excess of your contract’s Exhibit C, Tables 1, 2 or 3 for any of the following (1) Maximum Hourly Rate per position classification, (2) Contractor’s Mark-up (percent) or (3) Contractor’s Subcontractor Mark-up (percent) will be deemed non-responsive.

C. If candidate is NOT an employee/independent contractor/other of Proposer but is being made available by a company / firm subcontracted by Proposer, indicate name of the subcontracted company / firm and fill-in Table 2 only (do not fill-in Table 1).	Subcontracted company / firm's name
---	-------------------------------------

Table 2

Use this Table 2 only when Candidate is an employee/independent contractor of a company/firm subcontracted to Proposer							
		WO Initial Term		WO 1st Option Term		WO 2nd Option Term	
		Amount	Percent	Amount	Percent	Amount	Percent
Hourly Amount Payable to Key Personnel Candidate (A2)							
*Hourly Amount Allocated to Subcontractor's Markup (B2)	+						
Fully Burdened Hourly Rate for Key Personnel Candidate (A2 + B2)	=		100%		100%		100%


Notes:
Subcontractor's Markup (B2) cannot exceed Contractor's Subcontractor Mark-up percent set forth in Exhibit C, Payment Provisions, Table 3: Subcontractor Mark-up.
Fully Burdened Hourly Rate amount cannot exceed the maximum hourly rate set forth in Exhibit C, Payment Provisions, Table 1: Compensation.

IMPORTANT:
Any WOLF proposals in excess of your contract's Exhibit C, Tables 1, 2 or 3 for any of the following (1) Maximum Hourly Rate per position classification, (2) Contractor's Mark-up (percent) or (3) Contractor's Subcontractor Mark-up (percent) will be deemed non-responsive.

2. Proposer's Point of Contact for Scheduling Candidate Interviews

Point of Contact's Name <i>(Note: this must be a specific individual & not a general mailbox):</i>	
Point of Contact's Phone Number:	
Point of Contact's Email Address <i>(Note: this must be a specific individual's email address & not a general mailbox):</i>	

3. Proposer's Signature

Authorized Signature:	
Printed Name and Title of Person Signing	
Date:	
Proposer's Address:	

End of Work Order Request Form Part 3

**EXHIBIT G
ATTACHMENT 2**

SAMPLE WORK ORDER FORM

The sample Work Order Form consists of the following 9 pages.

JUDICIAL COUNCIL OF CALIFORNIA

STAFF AUGMENTATION WORK ORDER COVERSHEET (rev 07-10-14)

	MASTER AGREEMENT NUMBER [Master Agreement Number]	WORK ORDER NUMBER [Work Order Number]
		FEDERAL EMPLOYER ID NUMBER [Fed. Employer ID Number]

1. In this agreement (the “Work Order”), the term “Contractor” refers to **[Contractor name]**, and the term “Judicial Council,” or “State” refers to the Judicial Council of California.

2. This Work Order is issued pursuant to the Master Agreement set forth above for Work between the Judicial Council and the Contractor.

3. This Work Order becomes **[Date]** (the “Effective Date”) **[Date]** effective as of: and expires on:

4. The title of this Work Order is: **[Title (i.e., short descriptive title, not a lengthy summary or description of the work. Title should include Key Personnel’s name and role under the Work Order.) example: Assigned Key Personnel John Doe to serve as Application Architect to provide XYZ system design and development support]**

The title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of the Work Order

5. The Work Order Amount, the maximum amount that the Judicial Council may pay Contractor under this Work Order, is: **\$(Dollar amount)**

Included in the Work Order Amount are the following:

5.A Deliverables: The maximum amount the Judicial Council may reimburse Contractor under this Work Order for Deliverables pursuant to *Attachment 3, Deliverables to be Provided*, is: **\$(Dollar amount)**



5.B Allowable Travel Expenses: The maximum amount the Judicial Council may reimburse Contractor under this Work Order for allowable Travel Expense(s) in accordance with *section 7 of the Work Order Description and Requirements* is: **\$(Dollar amount)**

6. The amounts set forth in *section 5*, above, are for the period **[insert start date of funded period]** to **[insert end date of funded period]** only.

7. The Parties agree to the terms and conditions of this Work Order and acknowledge that this Work Order contains the Parties’ entire understanding related to the subject matter of this Work Order. If there are any inconsistencies between the terms of the Work Order, or any of its attachments, and the Master Agreement, the Master Agreement shall take precedence.

8. This Work Order is made up of this Staff Augmentation Work Order Coversheet, Work Order Description and Requirements, and the following attachments, attached hereto and incorporated by this reference:

- Attachment 1 – Contractor’s Key Personnel
- Attachment 2 – Tasks and Responsibilities To Be Performed
- Attachment 3 – Deliverables To Be Provided

JUDICIAL COUNCIL’S SIGNATURE	CONTRACTOR’S SIGNATURE
Judicial Council of California	CONTRACTOR’S NAME <i>(Legal business name as set forth in the Master Agreement)</i> [Contractor name]
BY <i>(Authorized Signature)</i> 	BY <i>(Authorized Signature)</i>  SAMPLE – DO NOT SIGN
PRINTED NAME AND TITLE OF PERSON SIGNING [Name and title]	PRINTED NAME AND TITLE OF PERSON SIGNING
DATE EXECUTED	DATE EXECUTED
ADDRESS Attn: Branch Accounting and Procurement 455 Golden Gate Avenue, 6th Floor San Francisco, CA 94102	ADDRESS [Contractor’s Address]

[Italicized portions should be filled in prior to finalizing and authorizing a Work Order]

WORK ORDER NO. TBD
WORK ORDER DESCRIPTION AND REQUIREMENTS

9. Contractor Key Personnel

Pursuant to the Master Agreement, the Contractor shall provide the assigned Key Personnel set forth in Attachment 1 to this Work Order to perform the Work detailed in this Work Order.

10. Summary of Work

[Provide a brief summary in general terms of the nature or subject matter of the work, including identifying the project, system, application, etc., that is to be supported, developed, implemented, etc. The summary is not intended to be a detailed description of the work required, so it should be limited to no more than a paragraph or two at most. If unique defined terms are required, include them here.]

11. Work Order Term and Options to Renew

- A. Until this Work Order is mutually signed and delivered, none of the terms and conditions of this Work Order shall have any legal force or effect, and any such prior commencement of performance by the Contractor shall be at the Contractor's own risk; provided, however, following mutual execution and delivery of this Work Order, the terms and conditions of this Work Order shall be deemed to apply equally to both subsequent and prior performance.
- B. The Work Order Initial Term shall be from _____ through _____.
- C. The Parties agree that the Judicial Council may elect to exercise an option to extend the Work Order up to _____ (X) consecutive optional one-year term(s), identified as follows, if authorized in writing in accordance with the terms and conditions of the Agreement:
- i. Work Order 1st Option Term: _____ through _____.
 - ii. Work Order 2nd Option Term: _____ through _____.
 - iii. [Add additional Option Terms as may be necessary]
- D. In the event the Judicial Council elects to exercise a Work Order Option Term as set forth in this provision, the Work Order will be modified by a Work Order Unilateral Amendment Form, executed by the Judicial Council.
- E. In the event any WO Option Term is exercised under this Work Order, the hourly rate applicable for each WO Option Term set forth in Attachment 3, Deliverables To Be Provided, of this Work Order, shall apply.

12. Home Base

The designated Home Base for Contractor's Key Personnel for this Work Order is *[specify location]*.

No Work shall be provided from outside of the continental United States unless approved in writing in advance by JCC. Remote access to JCC data from outside the continental United States is prohibited unless approved in writing in advance by JCC.

13. Judicial Council's Project Manager

The Judicial Council's Project Manager for this Work Order is *[Project Manager's Name]*. Other than for Notices, which shall be handled pursuant to the Master Agreement, the Judicial Council's Project Manager may be contacted as follows:

Telephone: *[PM's Phone Number]*
Email: *[PM's Email Address]*

14. Work Requirements

- A. Under the direction of the Project Manager, the Contractor's Key Personnel shall perform the Tasks and Responsibilities set forth in Attachment 2, Tasks and Responsibilities To Be Performed, of this Work Order.
- B. In performing the Tasks and Responsibilities of this Work Order, set forth Attachment 2, Tasks and Responsibilities To Be Performed, Contractor shall provide the Deliverables set forth in Attachment 3, Deliverables To Be Provided, of this Work Order, by the Due Dates set forth in Attachment 3.

15. Work Order Reimbursement

- A. The JCC shall reimburse the Contractor for the actual cost of the Deliverables at the rate(s) set forth in Attachment 3, Deliverables To Be Provided, of this Work Order to complete the Work, provided the actual cost shall not exceed the not-to-exceed amount for each Deliverable. Reimbursement for Deliverables shall not to exceed the maximum amount for reimbursement specified in the Deliverables section of the Staff Augmentation Work Order Coversheet or any subsequent Staff Augmentation Work Order Amendment Coversheet.
- B. If travel in performing the Work of this Work Order is required, the State's reimbursement of Contractor for allowable transportation, meals, and lodging expenses shall be as set forth in section 8, below.

16. Allowable Travel Expenses

Judicial Council Work Order No. **TBD** under Master Agreement No. **TBD**
with **TBD**

- A. Travel of Contractor's Key Personnel away from Home Base *[will be/will not be]* required to perform the Work of this Work Order.
- B. If Contractor's Key Personnel will be required to travel in performing the Work of this Work Order as set forth in section 8.A, above, the JCC will reimburse Contractor for such Travel Expense(s) in accordance with Exhibit C, Payment Provisions, of the Master Agreement. The State's reimbursement of Contractor for any such Travel Expense(s) shall not to exceed the maximum amount for reimbursement specified in the Allowable Travel Expenses section of the Staff Augmentation Work Order Coversheet or any subsequent Staff Augmentation Work Order Amendment Coversheet of this Work Order.

END OF WORK ORDER FORM

SAMPLE

**ATTACHMENT 1 to WORK ORDER NO. TBD
CONTRACTOR'S KEY PERSONNEL**

1. The following named individual(s), as approved pursuant to Exhibit B, Special Provisions, paragraph 11, Contractor's Personnel and Replacement of Personnel, of the Master Agreement, shall be the Key Personnel designated to perform the Work of this Work Order:

Name of Contractor's Key Personnel	Classification	Subcontractor
		Yes/No

2. Contractor's Key Personnel resume is included in this Exhibit.

The Remainder of This Page Intentionally Left Blank

SAMPLE

[Include Key Personnel Resume Here]

End of Attachment No. 1 to Work Order Form

SAMPLE

**ATTACHMENT 2 to WORK ORDER NO. TBD
TASKS AND RESPONSIBILITIES TO BE PERFORMED**

- Under the direction of the State’s Project Manager, or the Project Manager’s designated representative, the Contractor shall perform the Tasks and responsibilities set forth in the table, below.

Tasks and Responsibilities to be Performed

Task No.	Description of Tasks and Responsibilities
1	<i>[Describe in detail all Tasks and responsibilities the Contractor’s Key Personnel is required to perform under this Work Order. Add additional lines as may be necessary.]</i>
<i>[Add Task Nos. as appropriate]</i>	

[Note: The Tasks and Responsibilities for most staff augmentation requirements should not change over the life of any particular Work Order unless the work of the Work Order has distinct phases. If distinct phases are planned, they need to be identified at the time of the initial Work Order Request Form, and the varying tasks and responsibilities for each phase should be detailed including tasks and responsibilities for option terms if the tasks and responsibilities change from the initial term.]

- [Insert language that addresses equipment/support requirements, if any.]*

End of Attachment No. 2 to Work Order Form

**ATTACHMENT 3 to WORK ORDER NO. TBD
DELIVERABLES TO BE PROVIDED**

1. In providing the Work of the Work Order, the Contractor shall provide the Deliverables set forth in the table, below, by the specified due date(s).
2. The JCC shall reimburse the Contractor for the actual cost at the rate(s) set forth in the table, below, to complete the Work, provided the actual cost does not to exceed the not-to-exceed amount for each Deliverable.

Deliverables To Be Provided

Term	No.	Description of Deliverable	Due Date	Hourly Rate	Hours	Not To Exceed Amount	Invoice Due By Date
WO Initial Term	1						
WO Initial Term	2						
WO Initial Term	3						
WO Initial Term	4						
WO Initial Term	5						
WO Initial Term	6						
WO Initial Term	7						
WO Initial Term	8						
WO Initial Term	9						
WO Initial Term	10						
WO Initial Term	11						
WO Initial Term	12						
WO 1st Option Term	13						
WO 1st Option Term	14						
WO 1st Option Term	15						
WO 1st Option Term	16						
WO 1st Option Term	17						
WO 1st Option Term	18						
WO 1st Option Term	19						
WO 1st Option Term	20						
WO 1st Option Term	21						
WO 1st Option Term	22						
WO 1st Option Term	23						
WO 1st Option Term	24						
WO 2nd Option Term	25						

Term	No.	Description of Deliverable	Due Date	Hourly Rate	Hours	Not To Exceed Amount	Invoice Due By Date
WO 2nd Option Term	26						
WO 2nd Option Term	27						
WO 2nd Option Term	28						
WO 2nd Option Term	29						
WO 2nd Option Term	30						
WO 2nd Option Term	31						
WO 2nd Option Term	32						
WO 2nd Option Term	33						
WO 2nd Option Term	34						
WO 2nd Option Term	35						
WO 2nd Option Term	36						

3. The total actual cost which the Judicial Council may reimburse the Contractor for providing the Deliverables pursuant to this Attachment, shall be as set forth in the Deliverables section of the Staff Augmentation Work Order Coversheet or any subsequent Staff Augmentation Work Order Amendment Coversheet.
4. Compensation for Transportation, Meals, and Lodging Expenses
The State's reimbursement of Contractor for any Allowable Travel Expense(s) as described in the Work Order Description and Requirements, section 8, shall not exceed **\$TBD**. Invoices due by April 30, **TBD**.

End of Attachment No. 3 to Work Order Form

**EXHIBIT G
ATTACHMENT 3**

SAMPLE WORK ORDER AMENDMENT FORM (BILATERAL)

**JUDICIAL COUNCIL OF CALIFORNIA
STAFF AUGMENTATION WORK ORDER AMENDMENT COVERSHEET – BILATERAL** (rev 07-10-14)

MASTER AGREEMENT NUMBER [Master Agreement Number]	WORK ORDER NUMBER [Work Order Number]	AMENDMENT NUMBER [Amendment Number]
		FEDERAL EMPLOYER ID NUMBER [Fed. Employer ID Number]

- All capitalized terms not defined in this amendment to the Work Order (the "Work Order Amendment") have the meanings given to them in the Master Agreement referenced above. As set forth in the Agreement, the term "Contractor" refers to [Contractor name], and the term "Judicial Council" refers to the **Judicial Council of California**.
- The title of this Work Order is: [Title]

The title listed above is for administrative reference only and does not define, limit, or construe the scope or content of the Work Order

- This Work Order Amendment becomes effective on: [Date]

- The Work Order Amount, the maximum amount that the Judicial Council may pay Contractor under this Work Order, as amended is: \$[Dollar amount]



Included in the revised Work Order Amount are the following:

- 4.A **Deliverables:** The maximum amount the Judicial Council may reimburse Contractor under this Work Order, as amended, for Deliverables pursuant to *Attachment 3, Deliverables to be* \$[Dollar amount]
- 4.B **Allowable Travel Expenses:** The maximum amount the Judicial Council may reimburse Contractor under this Work Order, as amended, for allowable Travel Expense(s) in accordance with *section 7 of the Work Order Description and Requirements*, is: \$[Dollar amount]
- 4.C **After-Hours Maintenance and Support:** The maximum amount the Judicial Council may reimburse Contractor under this Work Order, as amended, for After-Hours Maintenance and Support in accordance with *Attachment 4, After-Hours Maintenance and Support*, is: \$[Dollar amount]

- The amounts set forth in Section 4, above, are for the period [insert start date of funded period] to [insert end date of funded period] only.

- The parties agree to amend the Work Order as follows:

- Except as provided in this Work Order Amendment, all terms and conditions of the original Work Order (as previously amended, if applicable) remain in full force and effect.

JUDICIAL COUNCIL'S SIGNATURE	CONTRACTOR'S SIGNATURE
Judicial Council of California	CONTRACTOR'S NAME <small>(if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.)</small> [Contractor name]
BY (Authorized Signature) 	BY (Authorized Signature)  SAMPLE – DO NOT SIGN
PRINTED NAME AND TITLE OF PERSON SIGNING [Name and title]	PRINTED NAME AND TITLE OF PERSON SIGNING [Name and title]
DATE EXECUTED	DATE EXECUTED
ADDRESS Attn: Branch Accounting and Procurement 455 Golden Gate Avenue, 6th Floor San Francisco, CA 94102	ADDRESS [Address]

**EXHIBIT G
ATTACHMENT 4
SAMPLE WORK ORDER AMENDMENT FORM (UNILATERAL)**

**JUDICIAL COUNCIL OF CALIFORNIA
STAFF AUGMENTATION WORK ORDER AMENDMENT COVERSHEET – UNILATERAL (rev 07-10-14)**

MASTER AGREEMENT NUMBER [Master Agreement Number]	WORK ORDER NUMBER [Work Order Number]	AMENDMENT NUMBER [Amendment Number]
		FEDERAL EMPLOYER ID NUMBER [Fed. Employer ID Number]

1. All capitalized terms not defined in this option amendment to the Work Order (the "Work Order Option Amendment") have the meanings given to them in the Master Agreement referenced above. As set forth in the Agreement, the term "Contractor" refers to **[Contractor name]**, and the term "Judicial Council" refers to the Judicial Council of California.

2. The title of this Work Order is: **[Title]**

The info listed above is for administrative reference only and does not define, limit, or contract the scope or extent of the Work Order

3. This Work Order Option Amendment becomes effective on: **[Date]**

4. The Judicial Council hereby elects to exercise the Work Order **[Option #]** Option Term as set forth in Section 3, Work Order Term and Options to Renew, of the Work Order's Work Order Description and Requirements. **[Date]** Therefore, the expiration date of the Work Order is hereby changed to:

5. The revised Work Order Amount, the maximum amount that the Judicial Council may pay Contractor under this Work Order, as amended is: **[\$Dollar amount]**


Included in the revised Work Order Amount are the following:

5.A **Deliverables:** The maximum amount the Judicial Council may reimburse Contractor under this Work Order, as amended, for Deliverables pursuant to Attachment 3, Deliverables to be Provided, is: **[\$Dollar amount]**

5.B **Allowable Travel Expenses:** The maximum amount the Judicial Council may reimburse Contractor under this Work Order, as amended, for allowable Travel Expense(s) in accordance with section 7 of the Work Order Description and Requirements, is: **[\$Dollar amount]**

6. The amounts set forth in Section 5, above, are for the period **[insert start date of funded period]** to **[insert end date of funded period]** only.

7. Except as provided in this Work Order Option Amendment, all terms and conditions of the original Work Order (as previously amended, if applicable) remain in full force and effect.

JUDICIAL COUNCIL'S SIGNATURE
Judicial Council of California
BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING [Name and title]
DATE EXECUTED
ADDRESS Attn: Branch Accounting and Procurement Administrative Division 455 Golden Gate Avenue, 6 th Floor San Francisco, CA 94102

**EXHIBIT G
ATTACHMENT 5A**

MONTHLY SUMMARY STATEMENT AT MASTER AGREEMENT LEVEL

XYZ Company 123 A Street San Francisco, CA 94102-3688 TIN: xx-xxxxxxx	
Date: xx/xx/xxxx	
Master Agreement # XXXXXXXX	
Discount Rate to be Applied (%): XX%	
ISD Work Orders:	
JCC Work Order # ISD-XXXX	Amount
Key Personnel: Mary Jones	\$xx,xxx.xx
	After-Hours Maintenance & Support \$xx,xxx.xx
	x Percent Discount <u>(x,xxx.xx)</u>
	Net Amount for WO <u>\$xx,xxx.xx</u>
JCC Work Order # ISD-XXXX	\$xx,xxx.xx
Consultant Name: Lairy Sou	After-Hours Maintenance & Support \$xx,xxx.xx
	x Percent Discount <u>(x,xxx.xx)</u>
	Net Amount for WO <u>\$xx,xxx.xx</u>
JCC Work Order # ISD-XXXX	\$xx,xxx.xx
Consultant Name: Sally Sunshine	After-Hours Maintenance & Support \$xx,xxx.xx
	x Percent Discount <u>(x,xxx.xx)</u>
	Net Amount for WO <u>\$xx,xxx.xx</u>
Total Work Orders	\$xxx,xxx.xx

**EXHIBIT G
ATTACHMENT 5B
DETAILED INVOICE AT WORK ORDER LEVEL**

INVOICE

XYZ Company
123 A Street
San Francisco, CA 94102-3688
TIN: xx-xxxxxxx

Bill To:
Judicial Council of California
IS Division, 3rd Floor
455 Golden Gate Avenue
San Francisco, CA 94102-3688
Attn: Joe Smith

Remit Payment To:
P.O. Box 12345
San Francisco, CA 94102-3688

Date: xx/xx/xxxx
Invoice # XXXXXX
JCC Contract # XXXXXXXX
JCC Work Order # ISD-XXXX
Consultant Name: Mary Jones
JCC Project Manager: Brian Green

Labor

Service Date	Description	Hours	Rate	Amount
11/1/2021	xxxxxxxxxxxxxx	x	xx.xx	\$xxx.xx
11/2/2021	xxxxxxxxxxxxxx	x	xx.xx	\$xxx.xx
.
11/30/2021	xxxxxxxxxxxxxx	x	xx.xx	\$xxx.xx
SUBTOTAL (Labor)			xxx	\$xx,xxx.xx

After-Hours Maintenance & Support

Service Date	Description	Hours	Rate	Amount
11/3/2021	xxxxxxxxxxxxxx	x	xx.xx	\$xxx.xx
11/8/2021	xxxxxxxxxxxxxx	x	xx.xx	\$xxx.xx
.
11/30/2021	xxxxxxxxxxxxxx	x	xx.xx	\$xxx.xx
SUBTOTAL (After-Hours Maintenance & Support)			xxx	\$xx,xxx.xx

SUBTOTAL (Labor and After-Hours Maintenance & Support)	\$xx,xxx.xx
x Percent Discount	<u>(x,xxx.xx)</u>
TOTAL Discounted Labor and After-Hours Maintenance & Support	\$xx,xxx.xx
TOTAL Expenses	<u>\$xx,xxx.xx</u>
NET INVOICE AMOUNT FOR WORK ORDER	<u><u>\$xx,xxx.xx</u></u>

SAMPLE

**EXHIBIT G
ATTACHMENT 5C**

AFTER-HOURS MAINTENANCE AND SUPPORT AUTHORIZATION

**Judicial Council of California
After-Hours Maintenance and Support Authorization Form**

1. If After-Hours Maintenance and Support has been designated as "May Be Required" in the Work Order, this authorization form must be completed and approved by JCC Project Manager prior to after-hours support being worked. The form is used to request estimated after-hours support hours and document actual hours worked for invoicing purposes.
2. Photocopies of claims or incomplete authorization forms will not be processed.
3. Key Personnel name must be clearly stated to avoid a delay in processing.
4. This authorization form must be signed by the JCC Project Manager and submitted as backup to related invoice.

Work Order #:
Key Personnel Name:
Project Manager Name:

Max Hours Needed (initial request)	Date	Actual Time		Number of Hours	Description
		From	To		

Signed: _____ **Date:** _____

Approved: _____ **Date:** _____

**EXHIBIT G
ATTACHMENT 6**

ACCEPTANCE OF WORK AND SIGN-OFF FORM

▶ Work Order No. _____ Master Agreement No. _____

▶ Description of Work for Deliverable No. _____ 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 indicate the level of satisfaction: Poor Fair Good Very Good Excellent

▶ Comments, if any:

▶ Work: is accepted. is unacceptable as noted above.

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT H
JCC CONTACT LIST

1. Program Manager: TBD
Judicial Council of California
Information Technology | Operations & Program Division
455 Golden Gate Ave., 3rd Floor
San Francisco, CA 94102

Email: TBD
Phone: TBD

2. Procurement Manager: TBD
Branch Accounting and Procurement | Administrative Division
Judicial Council of California
455 Golden Gate Ave., 6th Floor
San Francisco, CA 94102

Email: TBD
Phone: TBD

End of Exhibit

SAMPLE