



# Request for Proposals for Indiana's Standard Jury Orientation Video

Indiana Supreme Court  
Office of Judicial Administration  
251 N. Illinois Street, Suite 1600  
Indianapolis, IN 46204

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Response Deadline: February 21, 2025

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## ATTACHMENTS TO RFP

Exhibit A -Script

Exhibit B -Contract Boilerplate

# PART 1. SCOPE OF THIS REQUEST

## 1. Purpose of this Request for Proposal (“RFP”)

The Indiana Supreme Court, Office of Judicial Administration, is seeking to select a contractor to produce Indiana’s Standard Jury Orientation video, as more fully described in Section 3 of Part 1 of this RFP, below.

## 2. About the Indiana Supreme Court, Office of Judicial Administration

The Office of Judicial Administration is responsible for the efficient administration of all agencies that operate under the direction of the Chief Justice and the Indiana Supreme Court. OJA includes 200 personnel who handle fiscal management; communication; technology; legal services; intergovernmental relations; services for the trial courts; and support for court boards, commissions, and committees. The Office of Judicial Administration (“OJA”) oversees the following agencies:

### **Access to Justice**

Leads development and implementation of initiatives surrounding equity and inclusivity; provides training, resources and facilitation on topics that encourage and challenge us to think and learn from others’ perspectives; assists and supports our internal staff and our external stakeholders and constituents across the state of Indiana.

### **Admissions & Continuing Education**

Certifies that all individuals admitted to practice law have fulfilled the requirements for admission; oversees the legal education requirements of attorneys, judges and mediators; and maintains a mediator registry and the roll of attorneys.

### **Appellate Clerk’s Office**

Processes incoming filings and outgoing orders and opinions for Indiana’s appellate courts and maintains court records.

### **Communication, Education & Outreach**

Manages media inquiries, public information, and opportunities for educators to engage with the judicial branch; oversees the Supreme Court’s website; creates and distributes press releases; and coordinates messaging campaigns.

### **Court Services**

Develops education, programs, and projects for all courts to improve the administration of justice; certifies problem-solving courts and probation officers; and compiles court statistics.

## **Court Technology**

Provides support for day-to-day operations; assists the Supreme Court with creating a vision for how technology can improve court operations and access to justice; and develops custom applications for data sharing with the public and state agencies.

## **Fiscal, Operations & Personnel Office**

Manages the Supreme Court budget and assets, processes financial transactions and invoices, provides accurate, timely financial information to the court and other government officials. Also assists with hiring and disciplinary issues, training, payroll, and benefits.

## **General Counsel**

Provides legal services to Supreme Court staff, agencies, and trial courts; oversees ADA accommodation; serves as liaison with the Attorney General on litigation involving the courts as a party.

## **Innovation**

Develops projects aimed at making Indiana's justice system more efficient, less expensive, and easier to navigate while continuing to ensure justice is fairly administered and the rights of all litigants are protected.

## **Judges & Lawyers Assistance Program**

Assists judges, lawyers, and law students with personal issues—addiction, mental health, physical, age-related, and other concerns—that have the potential to reduce their effectiveness.

## **Judicial and Attorney Regulation**

Provides ethical guidance to judges and attorneys; responsible for investigating attorney and judicial misconduct and prosecuting lawyer discipline proceedings. Also recruits and interviews applicants for appellate court vacancies.

## **3. Scope of Services**

OJA is seeking to select a respondent to produce a high-quality, visually appealing, and engaging jury orientation video using only the approved script supplied by OJA.

Video requirements:

- Film and produce a high-quality video using the attached hereto as **Exhibit A**, approved script provided by OJA; approximate length of video is 20 minutes or less.
- Production firm must be able to provide no less than 6 actors that reflect the diverse citizenry of Indiana to deliver the scripted content.
- Film may include some visualizations and animations that do not sacrifice the role of selected actors.
- Film should not interject content that OJA determines would severely date the final work product or diminish positive promotion of the jury system.
- Filming must be conducted in the state of Indiana.

- The video must be closed captioned.
- The video can be produced with approved green screen imaging, on approved locations, or a combination of these options. Green screen images and locations must be approved by OJA.

The format for production must:

- Provide a high-quality digital video file that can be posted online by OJA (File format - .mp4)
- Provide the final closed-captioning file, to be uploaded by OJA to the court's YouTube channel (File format - .srt, .scc, or .stl)

Video distribution plan:

- Provide high quality DVD copies of the video with closed captions that play via computer or DVD player for OJA to distribute to Indiana trial courts (est. 400 copies)

Additional information:

- OJA will retain all ownership and rights to the use, future duplication, and editing of the completed product.

The respondent, if selected, will enter into a professional services contract with OJA. The contract boilerplate is attached hereto as **Exhibit B**.

#### 4. RFP Timeline

January 8, 2025	RFP is released to the general public
February 21, 2025	Responses are due to OJA by 5:00 p.m. (Eastern)
February 24, 2025	OJA will review responses and may select respondent(s) to interview and/or perform presentation(s)/demos, if applicable. Any requested interviews or presentations will be held within three weeks following this date.
March 21, 2025	Announcement of selected respondent

# PART 2. RFP PROCESS

## 1. Selection Process

Evaluation of all responses will be completed by OJA. The respondent must be responsive and responsible as described in Sections 2, 3, 4 and 5 below. Selection of a respondent is at the sole discretion of OJA.

## 2. Evaluation Criteria

The following will be OJA's primary consideration in the selection process:

- A. **Complete and Compliant Proposal:** Respondent's compliance with submission requirements of this RFP.
- B. **Proposed Budget:** Respondent must submit a proposed budget with itemized costs. All costs (including but not limited to travel, time, supplies, and any other additional costs) must be rolled into the fee. The fee should be per deliverable not by the hour. Please provide a narrative of costs, using the following format. Budgets should outline if options exist that alter the proposed budgeted amount and describe the impact. For example, if using all green screen imaging vs. both green screen and location filming would impact the quoted prices, you should explain the difference in costs and any additional requirements.

Description of Costs (including frequency, if applicable)	Total Amount

- C. **Proposed Timeline:** Respondent must submit a narrative (not to exceed 2 pages) identifying the proposed timeline for the production of the jury orientation video, including all editing and production of digital files and DVD copies.
- D. **Capacity of the Respondent:** Respondent must submit the following items to demonstrate organizational capacity.
  - a. Narrative summary (not to exceed 1 page) of the entity's mission and purpose
  - b. Narrative summary (not to exceed 1 page) identifying key personnel that will oversee and participate on the production team
  - c. Resume for each key staff member identified
- E. **Experience of the Respondent:** Respondent must submit a narrative (not to exceed 5 pages) summarizing his, her or its experience in producing clear, engaging educational videos. The narrative must include up to three references. In addition to the narrative, the

respondent must link to at least two sample educational or promotional videos to demonstrate a comparable work product. If possible, sample work products should be associated with the key personnel identified above.

**F. Methodology:** Respondent must submit a narrative (not to exceed 10 pages) summarizing its proposed methodology for selecting narrators and actors for this project, and how respondent's team will create an engaging, visually appealing video with the required script while balancing the role of actors, animations, and visualizations. Provide examples of material where animation and visualizations will support the overall project goal.

### 3. Responsible Respondent Requirements

OJA shall not enter into any contract with the selected respondent, if there is a determination that the selected respondent does not meet the responsible respondent requirements. A responsible respondent must:

- A. Have adequate financial resources to perform the project, or the ability to obtain them;
- B. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all the respondent's existing commercial and governmental business commitments;
- C. Have a satisfactory performance record with OJA. Any response including a team member or entity that is currently suspended or debarred by the state of Indiana or the federal government will be disqualified;
- D. Have a satisfactory record of integrity and business ethics;
- E. Have the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them;
- F. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them;
- G. Have supplied all requested information;
- H. Be legally qualified to contract in the state of Indiana. If the respondent is an entity described in IC Title 23, it must be properly registered and owe no outstanding reports to the Indiana Secretary of State (There is a fee to register with the Secretary of State); and
- I. Be otherwise qualified and eligible to receive an award under applicable laws and regulations. If a prospective contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the official file for this RFP, and the respondent shall be advised of the reasons for the determination.

### 4. RFP Submission Items

Required documentation:

- A. Respondent must submit documentation in response to all evaluation criteria requirements as described more fully in Section 2 of Part 2 of this RFP, entitled

“Evaluation Criteria.” The respondent must also review Section 3 of Part 1 of this RFP , entitled “Scope of Services” very carefully before submitting its responses.

- B. Qualifications Coversheet and the Certification of Respondent located at the end of this RFP Document.

## 5. Format for Submission, Mailing Instructions, and Due Date

Responses must be submitted via email to the contact listed below. All documents must be submitted in PDF format only.

Carmen Files  
Deputy General Counsel  
Office of Judicial Administration  
251 N. Illinois Street, Suite 1600  
Indianapolis, Indiana 46204  
[quotations@courts.in.gov](mailto:quotations@courts.in.gov)

**The deadline for submission is February 21, 2025, at 5:00 p.m. (Eastern).**

Applications that do not contain all of the required forms/documents as listed in this RFP will be determined ineligible for further consideration.

## PART 3. TERMS AND CONDITIONS

### 1. State Policies

**A. PAYMENTS:** Any payments for services under any contract awarded pursuant to this RFP shall be made in arrears of the receipt of goods and services and no later than 35 days of OJA’s receipt of an accurate invoice and reasonable supporting documentation, as applicable in conformance with state of Indiana fiscal policies and procedures. As required by IC § 4-13-2-14.8, payments will be made by electronic funds transfer to the financial institution designated by the successful respondent in writing unless a specific waiver has been obtained from the Indiana State Comptroller’s Office. No payments will be made in advance of receipt of the goods or services that are the subject of any contract except as permitted by IC § 4-13-2-20.

**B. EMPLOYMENT ELIGIBILITY VERIFICATION:** The respondent cannot knowingly employ an unauthorized alien. Respondent shall enroll in and verify the work eligibility status of all [his/her/its] newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. The respondent shall require its contractors who perform work for the respondent pursuant to any project that is awarded through this RFP to certify to the respondent that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor is participating in the E-Verify program.

**C. CONFIDENTIALITY OF STATE INFORMATION:** The respondent understands and agrees that data, materials, and information disclosed to the respondent may contain confidential

and protected information. The respondent covenants that data, material, and information gathered, based upon or disclosed to the respondent for the purpose of this project will not be disclosed to or discussed with third parties without the prior written consent of the OJA.

Respondent shall at all times comply with Administrative Rule 9 (AR 9) and the Access to Court Records (ACR) of the Indiana Rules of Court in maintaining confidentiality of records.

Respondent shall provide training regarding the requirements of AR 9 and the ACR to any of its employees, subcontractors, and consultants working on any project related to this RFP.

Accordingly, respondent is prohibited from disseminating bulk or compiled information without first obtaining approval from the Indiana Supreme Court as required by AR 9(F). In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the respondent and OJA agree to comply with the provisions of IC § 4-1-10 and IC § 4-1-11. If any social security number(s) is/are disclosed by respondent, respondent agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

**D. ACCESS TO PUBLIC RECORDS:** Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (“APRA”), IC 5-14-3 et. seq., and the entire response may be viewed and copied by any member of the public. Respondents claiming a statutory exemption to disclosure under APRA must place all confidential documents (including the requisite number of copies) in a sealed envelope marked “Confidential.” Respondents should be aware that if a public records request is made under APRA, OJA will make an independent determination of confidentiality and may seek the opinion of the Public Access Counselor. Prices are not considered confidential information. The following information shall be subject to public inspection after the contract award:

- a. The RFP.
- b. list of all vendors who received the RFP.
- c. The name and address of each respondent.
- d. The amount of each offer.
- e. A record showing the following:
  1. The name of the successful respondent.
  2. The dollar amount of the offer.
  3. The basis on which the award was made.
- f. The entire contents of the contract file except for proprietary information that may have been included with an offer, such as:
  1. trade secrets;
  2. manufacturing processes;
  3. financial information not otherwise publicly available; or
  4. other data that does not bear on the competitive goals of public procurement that was not required by the terms of the RFP itself to be made available for public inspection.

**E. TAXES, FEES, AND PENALTIES:** By submitting a proposal respondent certifies that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the state of Indiana or the United States

Treasury. Respondent further warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by either the state or federal government pending against it, and agrees that it will immediately notify OJA of any such actions.

**F. CONFLICT OF INTEREST:** Respondent must disclose any existing or potential conflict of interest relative to the performance of the services resulting from this RFP, including any relationship that might be perceived or represented as a conflict. By submitting a proposal in response to this RFP, respondent affirms that it has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of the respondent's proposal or immediate termination of an awardee's contract. An award will not be made where an actual conflict of interest exists. OJA will determine whether a conflict of interest exists and whether an apparent conflict of interest may reflect negatively on OJA, should OJA select the respondent. Further, OJA reserves the right to disqualify any respondent on the grounds of actual or apparent conflict of interest. The decision of the OJA General Counsel is final.

**G. NON-COLLUSION:** Respondent warrants that the respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action to limit full competitive bidding.

**H. PROCUREMENT PROTEST:** The burden of demonstrating the invalidity of a solicitation or a successful respondent is on the respondent asserting the invalidity.

- a. After an RFI, RFQ, or RFP has been solicited, but prior to the date when responses are due, a respondent may submit a written letter of protest on the basis or grounds that the solicitations are either:
  - Inadequate
  - Unduly restrictive
  - Ambiguous
- b. After a respondent has been notified that the respondent was not selected or awarded the contract or purchase order, an unsuccessful respondent may submit a written letter of protest. The written letter of protest must set forth one of the following basis or grounds for the protest:
  - Arbitrary, capricious, an abuse of discretion, or otherwise not in accordance with the law.
  - A technical or mathematical mistake or error occurred during the evaluation process.
  - There is reason to believe that the bids or proposals may not have been independently arrived at in open competition, may have been collusive, or may have been submitted in bad faith.
    - A respondent was not accorded fair and equal treatment with respect to an opportunity for discussion and revision of proposals.
- c. A protest must be submitted within ten (10) business days prior to the due date of the solicitation. Protests after the successful offeror has been named must be submitted within

five (5) business days of the respondent being notified that the respondent was not selected or awarded the contract or purchase order.

- Must indicate the solicitation number
- Must indicate, with specificity, the grounds for relief
- Must be received within the time requirements
- Must include a return address and contact information of respondent
- Must submit via e-mail to the Deputy General Counsel (Letters of protest that do not meet all five requirements will be rejected by written notification).

d. The Deputy General Counsel will acknowledge receipt of the protest letter within five (5) business days and then forward the protest to the General Counsel for review.

- The General Counsel will respond by e-mail to the letter of protest in a timely manner.
- When a letter of protest is submitted after the successful respondent has been selected, the contract execution may be delayed until final determination of the protest has been made.
- The General Counsel's decision in response to the protest shall be final and conclusive, unless an appeal is submitted to the Chief Administrative Officer within five business days of the General Counsel's determination e-mail.

## 2. Federal Requirements [Intentionally Omitted]

## 3. RFP Terms and Conditions

This request is issued subject to the following terms and conditions:

A. This RFP is a request for the submission of qualifications but is not itself an offer and shall under no circumstances be construed as an offer.

B. OJA expressly reserves the right to modify or withdraw this request at any time, whether before or after any qualifications have been submitted or received.

C. OJA reserves the right to reject and not consider any or all respondents that do not meet the requirements of this RFP, including but not limited to: incomplete qualifications and/or qualifications offering alternate or non-requested services.

D. OJA reserves the right to reject any or all companies, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed to be in its best interest.

E. In the event the party selected does not enter into the required contract to carry out the purposes described in this request, OJA may, in addition to any other rights or remedies available at law or in equity, commence negotiations with another person or entity.

F. In no event shall any obligations of any kind be enforceable against OJA unless and until a written contract is entered into by the parties.

G. The respondent understands that OJA may initiate discussions or request clarifications from respondents who submit proposals determined to be reasonably susceptible of being selected for an award.

H. The respondent agrees to bear all costs and expenses of its response, and there shall be no reimbursement for any costs and expenses relating to the preparation of responses of qualifications submitted hereunder or for any costs or expenses incurred during negotiations.

I. By submitting a response to this request, the respondent waives all rights to protest or seek any remedies whatsoever regarding any aspect of this request, the selection of another respondent or respondents with whom to negotiate, the rejection of any or all offers to negotiate, or a decision to terminate negotiations, except as described herein.

J. OJA reserves the right not to award a contract pursuant to the RFP.

K. All items become the property of OJA upon submission and will not be returned to the respondent.

L. OJA reserves the right to split the award between multiple applicants and make the award on a category by category basis and/or remove categories from the award, if it chooses to do so.

M. The respondent certifies that neither it nor its principals, contractors, or agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from utilizing federal funds by any federal or state department or agency.

N. If this proposal contains software or a system, the respondent, if selected, must agree that OJA owns any data that it imports, populates, or otherwise enters into the respondent's software and/or system. Therefore, upon the expiration or termination of any contract or agreement that respondent, if selected, enters into with OJA pursuant to this RFP, respondent at the very least, agrees to export OJA's data from its software to OJA in a secure and useable format that would be able to be readily imported into another system in conformance with industry standards.

O. A copy of OJA's most recent Contract Boilerplate is attached hereto as Exhibit B. By submitting a response to this RFP, respondent acknowledges the acceptance of OJA's Contract Boilerplate.

#### **4. Qualification Cover Sheet**

Name of Individual, Firm or Business:

Address:

Phone Number:

Fax Number:

Web Site Address:

#### **QUALIFICATION**

Contact Person:

Title:

Email Address:

Phone:

Contract Signatory Authority:

Title:

## **OFFICE OF JUDICIAL ADMINISTRATION**

### **5. Certification of Respondent**

I hereby certify that the information contained in these qualifications and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I acknowledge that I have read and understood the requirements and provisions of the RFP and agree to abide by the terms and conditions contained herein.

I \_\_\_\_\_ am the \_\_\_\_\_ of the (type name of signatory authority) corporation, partnership, association, or other entity named as company and the respondent herein, and I am legally authorized to sign this and submit it to the Office of Judicial Administration on behalf of said organization.

18 U.S.C. § 1001, “Fraud and False Statements,” provides among other things, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, anyone who knowingly and willfully: (1) falsifies, conceals, or covers up by any trick, scheme, or device a material fact; (2) makes any materially false, fictitious, or fraudulent statement or representation; or (3) makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry; shall be fined under this title, and/or imprisoned for not longer than five (5) years.

Respondent:

Signed:

Name:

Title:

Date:

Firm name:

## **EXHIBIT A**

### **Jury Orientation Video**

#### **A message from Chief Justice Loretta Rush**

Welcome. I'm Chief Justice Loretta Rush. On behalf of the Indiana court system and the judge, attorneys, and parties—thank you for answering the call for jury service today. Every case that is presented to a jury is incredibly important to all of the people involved in it. And they're trusting their case to the fair, impartial judgment of people from their own community—all of you. We know jury service is rarely easy or convenient. But our system of justice cannot work without people like you, and we are grateful to all of you.

As you begin the jury selection process, I hope this short video helps you feel more knowledgeable about our justice system and prepares you for this important role. Again, thank you for your time and willingness to serve.

#### **Indiana Jury Service: Duty. Privilege. Honor.**

**Narrator:** You're making an important contribution by being here today. As a potential member of a jury, you're one of the most important parts of the Indiana justice system, and you're helping to ensure the constitutional rights guaranteed to all Hoosiers.

The process is actually pretty interesting. Today you'll hear evidence presented in court and make important decisions that affect people's lives. Let's find out what you can expect from your role as a potential juror.

You and a large group of fellow Hoosiers have been randomly selected to serve as potential jurors. You may have already been asked or you soon will be asked to fill out a questionnaire to help the court match the circumstances of each case to the most qualified jurors.

This questionnaire explores important information about your background. It's merely a way for the court and lawyers to better understand your personal experiences and how they may influence your opinions about a particular case.

The judge and attorneys always respect the privacy of your questionnaire. You can be assured that your answers are intended to be used for the purposes of this case and this case only.

Next, the judge will administer an oath to all of the potential jurors that simply affirms your willingness to tell the truth.

The judge and attorneys then ask the other prospective jurors a series of questions. Lawyers call this part of the trial either *voir dire* or *voir dire*, which means "to speak the truth." This is how the judge and attorneys strive to ensure they assemble a fair and impartial jury. In a way, they just want to get to know you a little better—especially if you're chosen to decide the case.

During this questioning, you also have the opportunity to communicate openly with the attorneys and the court. Remember, the goal here is to create a fair and impartial jury. If you feel

as though there's some critical piece of information about your background or personal circumstances that might influence your opinions in the case, this is the opportunity—and your responsibility—to let the court know your concerns.

Based on your questionnaire and your answers during questioning, you may be excused from jury service, and that's okay. It's not by any means a reflection on you personally. Many factors are considered to build an impartial jury. For example, maybe you have contacts with lawyers, family, or someone else possibly related to the case.

The situation surrounding the case may just not be right this time for your jury service, but the next time you're asked to serve, the circumstances may prove to be perfect for you as a juror.

Once you've been called to jury service, whether or not you're selected, you've fulfilled your obligation for at least 24 months.

## You've made it onto the jury

OK, now you're a member of the jury. First, let's meet some of the key people in the courtroom and how they'll interact with you during the trial.

The first person, of course, is the judge. Judges have spent a lot of time studying the law, so at all times they strive to ensure that the law in Indiana is applied to the case in a fair and impartial way. At times, the judge speaks directly to the jurors to give specific instructions about the case. At other times, the judge talks directly to the attorneys. Be sure to pay close attention to any directions the judge gives you and the other jurors in order to help maintain that fairness in the courtroom.

Cases have different sides, or "parties," who come before the court.

Each party is typically represented by lawyers. You may hear one of these parties referred to as, "the plaintiff," or, "the State," and the other party referred to as "the defendant." Their roles will vary depending on the type of case you hear.

In a civil case, the plaintiff is the party who brings the lawsuit to court, and the defendant is the one who's being sued.

In a criminal case, the plaintiff is the State of Indiana, and the defendant is the one being accused.

Regardless of the type of case you hear, evidence is presented in the court. You must carefully evaluate this evidence with your fellow jurors in an effort to make informed decisions.

Attorneys may call witnesses while evidence is presented. Witnesses are people who present you with testimony about something they saw or did that relates directly to the case. The testimony of a witness is considered a piece of evidence, along with the physical exhibits, you consider during your final jury deliberations—or discussions.

More about evidence later but for now, let's introduce the bailiff. The bailiff is the only communication link between you and the court and can address your personal, private needs throughout the case. Need a pad of paper to take notes? Ask the bailiff. Have any questions about courtroom procedures? Write the question down and give it to the bailiff who will deliver it to the judge.

Most likely there will be others in the courtroom, as well. There will be a court reporter recording the proceedings. You might even have an audience in the back of the courtroom. Media may be present, the rules do not allow them to show you on camera or in pictures or to identify you.

With these main players in place, and the jurors seated in the jury box, the trial is ready to begin.

## Preliminary Instructions, opening statements, evidence

The judge starts by reading some introductory instructions. Then the attorneys typically present opening statements that will give you an overview of the case according to each side.

Following the opening statements, evidence is presented, which can be either the testimony of witnesses or the presentation of physical exhibits. Each side has the right to examine, ask questions, and cross-examine the evidence as it's being presented.

You may not realize this, but jurors even have the right to ask questions as each witness concludes their testimony. Now, this isn't the time for you to jump up and shout, "Where were **you** on the night of August 12th?!" Real courtroom procedures don't work that way. Any questions from the jury can be submitted to the judge for consideration, and the judge for your trial provides the proper procedures for submitting questions to the court.

Jurors are allowed to discuss evidence in the jury room during recesses if all jurors and alternates are present. In participating in these discussions, you should keep an open mind and not decide about the outcome of the case until you participate in final deliberations.

Pay close attention to all evidence introduced during the trial. The presentation of evidence and the laws presented by the judge are the only things you can consider during your jury deliberations—along with your own common sense, of course. Remember that the lawyers' arguments cannot be considered as evidence in your deliberations. Only answers witnesses provide during the trial and the physical exhibits allowed by the judge are to be considered evidence.

As a juror you will bring your own education, experience, knowledge, and beliefs. Be sure you are not making quick, instantaneous decisions about what you see or hear. Our brains often make quick, automatic associations that can impact our decision-making. It is important to carefully review all the evidence to ensure you are deciding the case based solely on the evidence and not on gut responses, automatic assumptions, or pre-conceived notions.

While the court appreciates your willingness and enthusiasm to serve, you are not permitted to go out on your own and “play detective” to seek additional evidence or information about the case. You must not visit a crime scene or attempt to talk to a witness. You must not read, watch, or listen to any media or other communication sources that could present information about the trial. You must not communicate with anyone about the case until it is over, this includes using methods like social media, email, text messaging, blogs, and online chat rooms.

As the case nears its end, the attorneys present closing arguments, and the judge gives jurors their final instructions. Once the proceedings are complete, the bailiff escorts jurors to the jury room to begin final deliberations in an effort to reach a verdict.

You’ve sat quietly and listened intently throughout the entire trial, and you weren’t allowed to talk to lawyers, family, or friends who might influence your decision. Now, in the jury room, it’s your turn to let your voice be heard. You and your fellow jurors must now come to a unanimous decision.

It’s a very important and sometimes challenging task. You should remain fair and impartial at all times—just as you would want a juror to be if you were involved in a trial.

So, where do you begin? There are no set rules for conducting jury deliberations. One thing you should do is select a foreperson, someone who presides over the deliberations. The foreperson also completes and signs the final verdict form before the jury returns to the courtroom.

Let’s say you’re the foreperson today:

You and your fellow jurors have just heard testimony from witnesses and seen physical exhibits about your case. You now collectively consider the importance of that evidence by openly discussing your opinions and observations.

You should make sure that each juror has an opportunity to discuss their views openly and that everyone is patient and tolerant of each other’s thoughts and observations.

Finally, once you reach a unanimous decision, the foreperson completes the verdict form, signs it, and notifies the bailiff, who will return you to the courtroom with your fellow jurors. The judge then reads the verdict aloud in court. Once you’re dismissed, that’s it. You have no obligation to discuss the case with anyone unless you want to.

The Indiana court system respects the contribution you’re making here today. The courts strive to be fair and reasonable and want to make your experience in court as positive as possible.

Today, you’re helping preserve fundamental rights guaranteed by the constitution. You may not have realized it when you first came here today, but because you showed up to serve on a jury, you’re supporting an important link that makes our justice system work on behalf of all the judges, lawyers, litigants, and people who use the Indiana court system. Thank you.

## **EXHIBIT B**

### **PROFESSIONAL SERVICES CONTRACT**

#### **Contract No.**

This Professional Services Contract (“Contract”), entered into by and between the **Indiana Supreme Court, Office of Judicial Administration**, 251 N. Illinois Street, Suite 1600, Indianapolis, Indiana 46204 (“OJA”), and \_\_\_\_\_, (Contractor address) (“Contractor”) is executed pursuant to the terms and conditions set forth herein. OJA and Contractor also referred to individually as a “party” or collectively as the “parties”. In consideration of those mutual undertakings and covenants, the parties agree as follows:

**1. Duties of Contractor.** Contractor shall provide the following services pursuant to this Contract:

**2. Consideration and Payment.** Contractor will be paid at the rate of \_\_\_\_\_ for performing the duties set forth above. Total remuneration under this Contract shall not exceed \$ \_\_\_\_\_.

All invoices for services rendered shall be emailed to OJA at [supt.payables@courts.IN.gov](mailto:supt.payables@courts.IN.gov). All payments to Contractor shall be made in arrears of receiving goods and services and no later than 35 days of OJA’s receipt of an accurate invoice in conformance with State of Indiana fiscal policies and procedures. As required by IC 4-13-2-14.8, payments will be made by electronic funds transfer to the financial institution designated by Contractor in writing unless a specific waiver has been obtained from the Indiana State Comptroller’s Office. that are the subject of this Contract except as permitted by.

Contractor agrees to complete a W-9 and a direct deposit authorization form or all necessary forms to establish Contractor as a State of Indiana vendor and to authorize payment by electronic funds transfer no later than 15 days following execution of this Contract. All financial and otherwise personal information submitted by Contractor will remain confidential and disposed of in accordance with applicable state and federal laws and/or regulations.

**3. Term.** This Contract shall take effect as of \_\_\_\_\_ and shall remain in effect through \_\_\_\_\_ (the “term”).

**4. Access to Records.** Contractor and [his/her/its] subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. Contractor and any subcontractors shall make such materials available at their respective offices at all reasonable times during this Contract, and for three years from the date of final payment under this Contract, for inspection by OJA or its authorized designees. Copies shall be furnished at no cost to OJA upon request.

**5. Assignment; Successors.** Contractor binds [his/her/its] successors and assignees to all the terms and conditions of this Contract. Contractor shall not assign or subcontract the whole or any part of this Contract without OJA’s prior written consent

**6. Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, Contractor assigns to OJA all right, title and interest in and to any claims Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

7. **Audits.** Contractor acknowledges that [he/she/it] may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1, *et seq.*, and the audit guidelines specified by OJA.
8. **Authority to Bind Contractor.** The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by OJA.
9. **Changes in Work.** Contractor shall not commence any additional work or change the scope of the work until authorized to do so in writing by OJA. Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by the parties. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

**10. Compliance with Laws.**

- A. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. Contractor shall comply with the minimum accessibility standards required by IC 4-13.1-3 or WCA 2.0. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by OJA and Contractor to determine whether the provisions of this Contract require formal modification.
- B. Although IC 4-2-6 does not apply to the judiciary, Contractor and [his/her/its] agents shall abide by the same ethical requirements that apply to persons who have a business relationship with the executive branch of the State of Indiana as set forth in IC 4-2-6, *et seq.*, IC 4-2-7, *et seq.* and the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. **If Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, including officers or employees of the judiciary, has a financial interest in this Contract, Contractor shall disclose the information to the Chief Justice of Indiana prior to the execution of this Contract.** If Contractor or [his/her/its] agents violate any applicable ethical standards, OJA may, in its sole discretion, terminate this Contract immediately upon notice to Contractor without penalty of any kind, including liquidated damages.
- C. Contractor certifies by entering into this Contract that neither [he/she/it] nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until Contractor is current in its payments and has submitted proof of such payment to the State of Indiana.
- D. Contractor warrants that [he/she/it] has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana and agrees to immediately notify OJA if any such actions commence. Contractor agrees to immediately notify OJA if Contractor or its principal(s) is arrested or charged with a crime during the term of this Contract. During the term of such actions, Contractor agrees that OJA may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

- E. Contractor agrees to inform OJA of any litigation filed or court orders issued in cases in which Contractor is a party in interest. If Contractor is working on-site or will have access to Indiana Supreme Court data, records and information, Contractor may not work on or have access to Indiana Supreme Court data, records and information in which Contractor is a party in interest.
- F. If a valid dispute exists as to Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies, and OJA decides to delay, withhold, or deny work to Contractor, Contractor may request that it be allowed to continue, or receive work, without delay. Any payments that OJA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC 5-17-5.
- G. Contractor warrants that Contractor and [his/her/its] subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for OJA. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with OJA.
- H. Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- I. As required by IC 5-22-3-7:
  - (1) Contractor and any principals of Contractor certify that:
    - (A) Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:
      - (i) IC 24-4.7 [Telephone Solicitation of Consumers];
      - (ii) IC 24-5-12 [Telephone Solicitations]; or
      - (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines];
    - in the previous 365 days, even if IC 24-4.7 is preempted by federal law; and
    - (B) Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.
  - (2) Contractor and any principals of Contractor certify that an affiliate or principal of Contractor and any agent acting on behalf of Contractor or on behalf of an affiliate or principal of Contractor, except for de minimis and nonsystematic violations,
    - (A) has not violated the terms of IC 24-4.7 in the previous 365 days, even if IC 24-4.7 is preempted by federal law; and
    - (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.
- 11. Condition of Payment.** All services provided by the Contractor under this Contract must be performed to OJA's reasonable satisfaction, as determined at the discretion of the undersigned OJA representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. OJA shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statutes, ordinances, rule or regulations.
- 12. Confidentiality of State Information.** Contractor understands and agrees that data, materials, and information disclosed to Contractor may contain confidential and protected information. Contractor covenants that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of OJA.

During the term of this Contract and at any time thereafter, without the prior written consent of OJA, Contractor shall not publish, communicate, divulge, disclose or use any of such information collected under or reports, documents or videos generated under this Contract which has been designated as proprietary by OJA or the Indiana Supreme Court or which from the surrounding circumstances in good conscience ought to be treated as proprietary to OJA or the Indiana Supreme Court. Upon termination, cancellation, or expiration of this Contract, Contractor shall deliver all records, data, information, and other documents and all copies thereof to OJA and such shall remain the property of the Indiana Supreme Court. All records, data, information, and other documents and all copies thereof in relation to the contracted project(s) will be delivered in their current state as of the date of termination.

The parties acknowledge that the services to be performed by Contractor for OJA under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State of Indiana in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), Contractor and OJA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

Contractor shall at all times comply with Administrative Rule 9 (AR 9) and Access to Court Records (ACR) of the Indiana Rules of Court in maintaining confidentiality of records. Contractor shall train all of its employees, subcontractors, and consultants working on this Contract about the provisions of AR 9. and the ACR Contractor is prohibited from disseminating bulk or compiled information without first obtaining approval from the Indiana Supreme Court as required by AR 9(F).

Contractor acknowledges by signing this Contract that court records remain the property of OJA and the Indiana Supreme Court and Contractor is subject to the directions and orders of OJA and the Indiana Supreme Court with respect to the handling and access to court records. Contractor shall at all times comply with AR 9 and the ACR rules of the Indiana Rules of Court in maintaining the confidentiality of court records. Contractor shall ensure that all of [his/her/its] employees, subcontractors, and consultants working pursuant to this Contract receive training regarding the provisions of AR 9 and the ACR.

### **13. Continuity of Services.**

- A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to OJA and must be continued without interruption and that, upon Contract expiration, a successor, either OJA or another contractor, may continue them. The Contractor agrees to:
  1. Furnish phase-in training; and
  2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- B. The Contractor shall, upon OJA's written notice:
  1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and
  2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

- C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

#### **14. Debarment and Suspension.**

- A. Contractor certifies by entering into this Contract that neither [he/she/it] nor [his/her/its] principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term “principal” for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.
- B. Contractor certifies that [he/she/it] has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. Contractor shall immediately notify OJA if any subcontractor becomes debarred or suspended, and shall, at OJA’s request, take all steps required by OJA to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

- 15. Default by OJA.** If OJA, 60 days after receipt of written notice, fails to correct or cure any material breach of this Contract, Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

#### **16. Disputes.**

- A. Should any disputes arise with respect to this Contract, Contractor and OJA agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of [his/her/its] responsibilities under this Contract that are not affected by the dispute. Should Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by OJA or Contractor as a result of such failure to proceed shall be borne by Contractor, and Contractor shall make no claim against OJA for such costs.
- C. OJA may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by OJA to Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this Contract, and Contractor may bring suit to collect these amounts without following the disputes procedure contained in this provision.
- D. This paragraph shall not be construed to abrogate provisions of IC 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of OJA as described in that statute.

**17. Employment Eligibility Verification.** As required by IC 22-5-1.7, Contractor swears or affirms under the penalties of perjury that Contractor does not knowingly employ an unauthorized alien. Contractor further agrees that:

- A. Contractor shall enroll in and verify the work eligibility status of all [his/her/its] newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. Contractor is not required to participate should the E-Verify program cease to exist. Additionally, Contractor is not required to participate if Contractor is self-employed and does not employ any employees.
- B. Contractor shall not knowingly employ or contract with an unauthorized alien. Contractor shall not retain an employee or contract with a person that Contractor subsequently learns is an unauthorized alien.
- C. Contractor shall require [his/her/its] subcontractors, who perform work under this Contract, to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

OJA may terminate this Contract if Contractor fails to cure a breach of this provision no later than 30 days after being notified by OJA.

**18. Employment Option.** If OJA determines that it would be in OJA's best interest to hire an employee of Contractor, Contractor will release the selected employee from any non-competition agreements that may be in effect. This release will be at no cost to OJA or the employee.

**19. Force Majeure.** The performance of this Contract is subject to any circumstance making it illegal or impossible or inadvisable for a party to perform its obligations under this Contract, including acts of God, acts of terrorism, government regulations, disaster, contagious illness or disease, strikes, civil disorder or curtailment of transportation facilities. The parties intend to fully and in good faith perform their required obligations hereunder. However, the COVID-19 pandemic or like circumstances, may require cancellations which cannot be predicted. The decision of OJA's Chief Administrative Officer that this Contract must be cancelled because of Force Majeure circumstances is sufficient justification for cancellation under this provision.

This Contract may be cancelled for any one of the above reasons or similar reasons by written notice from the affected party to the other party within 20 days of learning of the basis for termination. A change in ownership or management of Contractor shall not relieve Contractor of the responsibilities and obligations of this Contract. Cancellation under this provision shall not result in any damages, including cancellation fees. OJA shall pay Contractor for services rendered prior to the date of cancellation.

**20. Funding Cancellation.** When the Chief Administrative Officer of the Office of Judicial Administration makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be cancelled. A determination by the Chief Administrative Officer of the Office of Judicial Administration that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive. Cancellation under this provision shall not result in any damages, including cancellation fees.

**21. Governing Law.** This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana. Suit, if any, must be brought in the State of Indiana.

**22. HIPAA Compliance.** If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

**23. Indemnification.** Contractor agrees to indemnify, defend, and hold harmless OJA, its agents, officials, and employees from all claims and lawsuits including court costs, attorney's fees, and other expenses caused by any act or omission of Contractor and/or [his/her/its] subcontractors, if any, in the performance of this Contract. OJA shall not provide such indemnification to Contractor.

**24. Independent Contractor; Workers' Compensation Insurance.** Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Except as set forth above, neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. Contractor shall provide all necessary unemployment and workers' compensation insurance for Contractor's employees and Contractor shall provide OJA with a Certificate of Insurance evidencing such coverage upon request.

**25. Indiana Veteran Owned Small Business Enterprise Compliance. [Intentionally Omitted]**

**26. Insurance.**

A. Contractor and their subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance (if applicable) covering Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. OJA is to be named as an additional insured on a primary, non-contributory basis for any liability rising directly or indirectly under or in connection with this Contract.
2. Automobile liability for owned, non-owned and hired autos with minimum liability limit of \$1,000,000 per occurrence. OJA is to be named as an additional insured on a primary, non-contributory basis.
3. Professional liability with minimum liability limits of \$1,000,000 per claim covering acts, errors, mistakes, omissions arising out of the work or services performed by Contractor, or any person employed by the Contractor. Coverage for the benefit of OJA shall continue for a period of two years after the date of service provided under this Contract.
4. Contractor shall provide proof of workers' compensation coverage meeting all statutory requirements of IC 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State of Indiana is required if any of the services provided under this Contract involve work outside of Indiana.

B. Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of Contractor.
3. OJA will be defended, indemnified and held harmless to the full extent of any coverage actually secured by Contractor in excess of the minimum requirements set forth above. The duty to indemnify OJA under this Contract shall not be limited by the insurance required in this Contract.
4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without 30 days' prior written notice to OJA.
5. Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling OJA to immediately terminate this Contract. Contractor shall furnish a certificate of insurance and all endorsements to OJA before the commencement of this Contract.

**27. Information Technology Requirements.** – If this Contract involves technology including hardware (desktops, laptops, phones, printers, etc.), software, software licenses and maintenance agreements, software application development, website development, database access through the internet, data sharing, cabling and cloud storage must be compatible with the **Indiana Supreme Court Cyber Security Policy and Framework and comply with the principles and assistive technology standards contained in the electronic and information technology accessibility standards adopted by the architectural and transportation barriers compliance board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended.**

**28. Key Person(s).**

- A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days' prior written notice.
- B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.

Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are \_\_\_\_\_.

**29. Licensing Standards.** Contractor, [his/her/its] employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by Contractor pursuant to this Contract. OJA will not pay Contractor for any services performed when Contractor, [his/her/its] employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, Contractor shall notify OJA immediately and OJA, at its option, may immediately terminate this Contract.

**30. Merger & Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by the parties.

**31. Minority and Women's Business Enterprises Compliance. [Intentionally Omitted]**

**32. Nondiscrimination.** Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, Contractor covenants that [he/she/it] shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between OJA and any applicant or employee of Contractor or any subcontractor.

OJA is a recipient of federal funds, and therefore, where applicable, Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

**33. Notice to Parties.** Whenever any notice, statement or other communication is required under this Contract, it shall be sent by first class mail, sent by email, or via an established courier / delivery service to the following addresses, unless otherwise specifically advised. All notices, requests or other communications shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, or emailed to the parties at their respective addresses as set forth below. All notices, requests, or communications shall be deemed effective upon personal delivery, three days following deposit in the mail or the day the email was sent.

**A. To Contractor:**

Contact name and Title

Name of Contractor

Address

Address

Email address

**B. To OJA:**

Heather Falks, General Counsel  
Office of Judicial Administration  
251 N. Illinois Street, Suite 1600  
Indianapolis, Indiana 46204  
[legalnotices@courts.in.gov](mailto:legalnotices@courts.in.gov)

**34. Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) attachments prepared by OJA, (3) RFP#\_\_\_\_\_, (4) Contractor's response to RFP#\_\_\_\_\_, and (5) attachments prepared by Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

**35. Ownership of Documents and Materials.** All documents, records, programs, applications, data, algorithms, source code, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and Contractor transfers any ownership claim to OJA and all such materials will be the property of OJA. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

Use of these materials, other than related to contract performance by Contractor, without the prior written consent of OJA, is prohibited. During the performance of this Contract, Contractor shall be responsible for any loss of or damage to the materials developed for or supplied by OJA and used to develop or assist in the services provided while the materials are in the possession of Contractor. Any loss or damage thereto shall be restored at Contractor's expense. Contractor shall provide OJA full, immediate, and unrestricted access to the work product during the term of this Contract.

**36. Penalties/Interest/Attorney's Fees/Dispute Resolution.** OJA will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, attorney's fees, except as permitted by Indiana law, in part, IC 5-17-5, IC 34-54-8, IC 34-13-1 and IC 34-52-2-3.

Notwithstanding the provisions contained in IC 5-17-5, any liability resulting from OJA's failure to make prompt payment shall be based solely on the amount of funding originating from the State of Indiana and shall not be based on funding from federal or other sources.

**37. Product Rights; Company IP and Know How.**

All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes or works of authorship developed or created by Contractor or [his/her/its] employees or subcontractors during the course of performing OJA's work (collectively, the "Work Product") belong, and shall belong, exclusively to OJA and shall, to the extent possible, be considered a work made for hire for OJA within the meaning of Title 17 of the United States Code. Contractor automatically assigns and shall cause its employees and subcontractors to automatically assign, at the time of creation of the Work Product, without any requirement of further consideration, any right, title, or interest it or they may have in such Work Product, including any copyrights or other intellectual property rights pertaining thereto. Upon request of OJA, Contractor shall take such further actions, and shall cause its employees and

subcontractors to take such further actions, including execution and delivery of instruments of conveyance, as may be appropriate to give full and proper effect to such assignment.

Notwithstanding anything to the contrary herein, Contractor shall be free to use and employ [her/his/its] general skills, know-how and expertise, and to use, disclose and employ any generalized ideas, concepts, know-how, methods, techniques or skills gained or learned during the course of any assignment, so long as it or they acquire and apply such information without disclosure of any OJA confidential information and without any unauthorized use or disclosure of Work Product.

Similarly, any intellectual property, including, but not limited to, ideas, patents, trade secrets, copyrights or licenses, developed or acquired by Contractor or [his/her/its] employees and subcontractors prior to the execution of this Contract, or developed or acquired by Contractor or [his/her/its] employees and subcontractors after the execution of this Contract, but which are not developed or acquired on behalf of or according to the instructions of OJA (“Base IP”), shall remain the property of Contractor or its subcontractors. However, so that OJA can obtain the full benefit of the Work Product, Contractor hereby grants OJA, and shall cause its subcontractors to grant OJA, an irrevocable, non-exclusive, worldwide, royalty-free license to use and otherwise exploit for its own internal use only (and not to redistribute or sublicense) any Base IP incorporated into the Work Product, together with the Work Product in which it is incorporated.

- 38. Progress Reports.** Contractor shall submit progress reports to OJA upon request. The report may be oral, unless otherwise directed by OJA. The progress reports shall serve the purpose of assuring OJA that work is progressing in line with the schedule, and that completion can be assured on the scheduled date.
- 39. Public Record.** Contractor acknowledges that OJA will not treat this Contract as containing confidential information, contracts of government entities are considered public records. Therefore, any information that is not excepted from disclosure pursuant to IC 5-14-3-4 of the Access to Public Records Act, will not be treated as confidential information. OJA does not have a duty to provide notice to Contractor regarding any disclosure of information pertaining to this Contract made by OJA. Use by the public of the information contained in this Contract shall not be considered an act by OJA.
- 40. Renewal Option.** This Contract may be renewed under the same terms and conditions, subject to the approval of the Chief Administrative Officer of the Office of Judicial Administration, in compliance with IC 5-22-17-4. The term of the renewed contract may not be longer than the term of the original contract.
- 41. Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
- 42. Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.
- 43. Taxes.** OJA is exempt from most state and local taxes and many federal taxes. OJA will not be responsible for any taxes levied on Contractor as a result of this Contract.
- 44. Termination for Convenience.** This Contract may be terminated, in whole or in part, by OJA whenever, for any reason, OJA determines that such termination is in its best interest. Termination of services shall be affected immediately by delivery to Contractor of a Termination Notice, specifying the extent to which performance of services under such termination becomes effective. Contractor shall be compensated for services properly rendered prior to the effective date of termination. OJA

will not be liable for services performed after the effective date of termination. Contractor shall be compensated for services herein provided but in no case shall total payment made to Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

**45. Termination for Default.**

- A. With the provision of thirty (30) days' notice to the Contractor, OJA may terminate this Contract in whole or in part if the Contractor fails to:
  1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if OJA determines progress is being made and the extension is agreed to by the parties;
  2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
  3. Make progress so as to endanger performance of this Contract; or
  4. Perform any of the other provisions of this Contract.
- B. If OJA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner OJA considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to OJA for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- C. OJA shall pay the contract price for completed supplies delivered and services accepted. The Contractor and OJA shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. OJA may withhold from these amounts any sum OJA determines to be necessary to protect OJA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of OJA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

**46. Travel.** No expenses for travel will be reimbursed unless specifically authorized by this Contract. Permitted expenses will be reimbursed at the rate paid by the State and in accordance with the Indiana Department of Administration Travel Policy and Procedures in effect at the time the expenditure is made. Out-of-state travel requests must be reviewed by the State for availability of funds and for conformance with Travel Policy guidelines.

**47. Waiver of Rights.** No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither OJA's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and Contractor shall be and remain liable to OJA in accordance with applicable law for all damages to OJA caused by Contractor's negligent performance of any of the services furnished under this Contract.

**48. Work Standards.** Contractor shall execute his/her responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If OJA becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, OJA may request in writing the replacement of any or all such individuals, and Contractor shall grant such request.

### **Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof.

### **Agreement to Use Electronic Signatures**

I agree, and it is my intent, to sign this Contract by accessing the electronic signature tool in DocuSign and to electronically submit this Contract to OJA. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by signing and submitting this Agreement in this fashion I am affirming my authority to bind the Vendor.

**In Witness Whereof**, Contractor and OJA have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

#### **[Contractor]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

#### **Contract No.**

#### **Office of Judicial Administration**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_