MASTER AGREEMENT

AGREEMENT
MA-SF202151

1. In this Master Agreement ("Agreement"), the term "Contractor" refers to **System Soft Technologies, LLC**, and the term "Establishing Judicial Branch Entity" or "Establishing JBE" refers to the Judicial Council of California. This Agreement arises from RFP-IT-2020-64RB and is entered into between Contractor and the Establishing JBE for the benefit of the Judicial Branch Entities (as defined in Appendix D). Any Judicial Branch Entity that enters into a Participating Addendum with Contractor pursuant to this Agreement is a "Participating Entity" (collectively, "Participating Entities"). The Establishing JBE and the Participating Entities are collectively referred to as "JBEs" and individually as "JBE").
2. This Agreement is effective as of **November 1, 2021** ("Effective Date") and expires on **October 31, 2024** ("Expiration Date"). This Agreement includes an Initial Term of three (3) years and three (3) one-year Option Terms which could extend through **October 31, 2027**.
3. The title of this Agreement is: Master Agreement for **Information Technology Consulting Managed Services**.
4. The purposes of this Agreement is to set forth the terms and conditions that apply to Contractor for providing to JBEs high-quality, cost-effective, professional technical staff on a non-exclusive as-needed basis through a Request for Offer ("RFO") process.
5. The parties agree that this Agreement, made up of this Coversheet, and the appendixes and exhibits listed below, contains the parties' entire understanding related to the subject matter of this Agreement, and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties.

Appendix A –Services	Exhibit 1:Regional Map and JBE Listing
Appendix B – Payment Provisions	Exhibit 2: Pricing
Appendix C – General Provisions	Exhibit 3: Job Classifications and Descriptions
Appendix D – Defined Terms	Exhibit 4: Template Request for Offer
Appendix E – Participating Addendum	Exhibit 5: Approved Subcontractors

Appendix F – Unruh Civil Rights Act and FEHA Certification
Appendix G - Prevailing Wage Certification

ESTABLISHING JBE'S SIGNATURE	CONTRACTOR'S SIGNATURE
Judicial Council of California	CONTRACTOR'S NAME *(if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc., and the state or territory where Contractor is organized)* **System Soft Technologies, LLC**
BY *(Authorized Signature)*	BY *(Authorized Signature)*
PRINTED NAME AND TITLE OF PERSON SIGNING **Brian Walsh, Supervisor, Contracts**	PRINTED NAME AND TITLE OF PERSON SIGNING David M. Quish, Director, Corporate Operations
DATE EXECUTED 11/02/2021	DATE EXECUTED 10/28/2021
ADDRESS Attn: Branch Accounting and Procurement | Administrative Division 455 Golden Gate Avenue, 6th Floor San Francisco, CA 94102	ADDRESS Attn: David M. Quish 3000 Bayport Drive, Suite #840 Tampa, FL 33607

APPENDIX A

Services

1. Background, Purpose, and Ordering.

1.1 This Agreement sets forth the terms and conditions that apply to Contractor's provision of work ("Work") to the JBEs. "Work" shall mean Contractor's performance under this Agreement generally, and more specifically, the services ("Services") and deliverables ("Deliverables") provided by information technology ("IT) consultants discussed in Section 2.1 Contractor shall supply such IT consultants to a JBE for assistance with its IT project(s) in accordance with this Agreement. This Agreement does not obligate a JBE to place any orders for Work under this Agreement and does not guarantee Contractor a specific volume of orders.

1.2 Each JBE shall have the right to solicit Work under this Agreement. A JBE may solicit Work, by selecting IT consultant candidates discussed in Section 2.1 below, to assist with IT projects in accordance with the RFO process described below in Section 2.2. Thereafter, the JBE will enter into a Participating Addendum (in the form attached as Appendix E to this Agreement ("Participating Addendum") with the selected Contractor, unless the JBE has already executed a Participating Addendum with Contractor pursuant to a prior RFO, in which case the JBE may at its sole option, either amend the Participating Addendum, or enter into a new Participating Addendum with Contractor. Pricing for Work shall be in accordance with the prices set forth in this Agreement. (Note: Contractor may charge lower rates hen responding to an RFO). After a Participating Addendum has been presented to the Contractor by a JBE, the Contractor shall acknowledge, sign, and perform under the Participating Addendum in a timely manner. Contractor shall provide the Work for each JBE in accordance with the terms of this Agreement and the applicable Participating Addendum.

1.3 Each Participating Addendum constitutes and shall be construed as a separate, independent contract between Contractor and the JBE signing such Participating Addendum, subject to the following: (i) each Participating Addendum shall be governed by this Agreement, and the terms in this Agreement are hereby incorporated into each Participating Addendum; (ii) the Participating Addendum may not alter or conflict with the terms of this Agreement, or exceed the scope of the Work provided for in this Agreement; and (iii) the term of the Participating Addendum may not extend beyond the Expiration Date of the Agreement. The Participating Addendum and this Agreement shall take precedence over any terms and conditions included on Contractor's invoice or similar document. Contractor shall notify the Establishing JBE within five (5) business days of receipt of a Participating Addendum from a Participating Entity. The Contractor shall promptly provide the Establishing JBE with a fully signed copy of each Participating Addendum (including any amendments) between the Contractor and a Participating Entity.

1.4 The JBE signing the Participating Addendum shall be solely responsible for: (i) the acceptance of and payment for the Work under such Participating Addendum; and (ii) its obligations and any breach of its obligations. Any breach of obligations by a JBE shall not be deemed a breach by any other JBE. Under no circumstances shall a JBE have any liability or obligation except pursuant to a Participating Addendum signed by such JBE, nor shall any breach by a JBE under a Participating Addendum give rise to a breach under any other Participating Addendum or be deemed grounds for termination of this Agreement by Contractor. The Establishing JBE shall have no liability or responsibility of any type related to: (i) any other JBE's use of or procurement through this Agreement (including any Participating Addendum), or (ii) such JBE's business relationship with Contractor. The Establishing JBE makes no guarantees, representations, or warranties to any Participating Entity.

1.5 This Agreement is a nonexclusive agreement. Each JBE reserves the right to provide, or have others provide the Work. Contractor shall reasonably cooperate with any third parties retained by a JBE to provide the Work.

1.6 Each calendar quarter, Contractor shall submit a report to the Establishing JBE detailing the new and existing Participating Addendums executed with all JBEs. At its option, the Establishing JBE may provide a quarterly report template that Contractor must use. To maintain contract performance records, a contractor shall submit a quarterly report even if it indicates no contract activity.

2. Services.

2.1 Description of Services.

In accordance with the RFO process set forth in 2.2 below and corresponding to the following bulleted classifications ("Classifications), Contractor will supply JBEs with IT consultant(s) who will perform Work for any JBE requiring assistance with its IT project(s). The job description, tools to be provided by the Contractor, and any required certification corresponding to each IT consultant Classification are set forth in Exhibit 3, Job Classifications and Descriptions.

The following services are expressly excluded from Contractor's Work, regardless of any classifications or descriptions contained in this Agreement: 1) any work requiring a California construction contractor's license, and 2) any prevailing wage work requiring a Department of Industrial Relations a public works registration number. Contractor shall not accept any Work for which it does not possess the requisite qualifications.

JBEs have been split into four (4) regions ("Regions"), Northern, Bay, Central and Southern, and additional information on Regions can be found in Exhibit 1, Regional Map and JBE Listing. Pricing, set forth in Exhibit 2, Pricing, is based on the Classification and the Region of the JBE.

- Agile Coach
- Application Architect

- Application Support Analyst
- Application Tester
- Audio Visual Technician
- Back End Web Developer
- Business Processing Reengineering
- Business Systems Analyst
- Cloud Architect
- Cloud Engineer
- Content Designer
- Content Strategist
- Data Analyst
- Data Engineer
- Data Modeler
- Data Scientist
- Database Administrator
- Delivery Manager
- Desktop Support Technician
- Enterprise Architect
- Enterprise Content Management (ECM) Administrator
- ETL Tool Developer
- Front End Web Developer
- Information Security Specialist
- Infrastructure Engineer
- Infrastructure Enterprise Architect
- Integrated Workplace Management System (IWMS) Analyst
- IT Governance SME
- IT Infrastructure SME
- IT Program Manager
- Network Administrator
- Network Engineer
- Programmer
- Project Manager
- Quality Assurance (QA) Analyst
- Report Writer
- SAP Basis Engineer
- Security Analyst
- Security Engineer
- Senior Audio Visual Technician
- Senior Business Systems Analyst
- Senior Project Manager
- Senior Software Developer
- Senior Technical Lead
- Service Delivery Manager
- Service Desk Analyst
- Systems Administrator
- Technical Analyst
- Technical Lead

- Technical Writer
- Telecommunications Engineer
- Trial Court Case Management System (CMS) Analyst
- Trial Court Case Management System (CMS) Integrator
- User Experience (UX) and Graphic Designer
- User Researcher
- Visual Designer

2.2 RFO Process

The JBE may request Contractor to propose competent personnel to perform Work for the JBE as set forth in Exhibit 4, Request for Offer. The RFO process is a competitive selection process exclusive only to those holders of master agreements for IT Consulting Managed Services similar to this Agreement. If Contractor's candidate is selected by the JBE to be key personnel pursuant to the evaluation criteria under the competitive RFO process, the JBE will enter into a Participating Addendum with Contractor. Thereafter, the JBE will present to Contractor a contract and/or purchase order, or other applicable ordering document for the Work. Any and all Work performed under this Agreement by such key personnel will be authorized only when an applicable ordering document by a JBE has been executed. This also includes any applicable amendments. Such contract, purchase order, or other applicable ordering document for the Work is subject to and governed by the terms of this Agreement and the Participating Addendum, and any term in the contract, purchase order, or other applicable ordering document for the Work that conflicts with or alters any term of the Agreement (or the Participating Addendum) or exceeds the scope of the Work provided for in this Agreement, will not be deemed part of the contract between Contractor and JBE. Subject to the foregoing, the Participating Addendum shall be deemed to include such purchase orders.

A. RFO Process Initiation

If a JBE desires IT consultant for a project, the JBE will develop an RFO (discussed below in Section 2.2.B). The JBE will send the RFO, substantially in the form of Exhibit 4, Request For Offer, to selected master agreement holders, which may include Contractor. At its reasonable discretion, and without having to amend the Agreement, the Establishing JBE reserves the right to update Exhibit 4, Request For Offer, from time to time. Notwithstanding any provision to the contrary, RFOs may only be sent to eligible Contractors that are master agreement holders for the Region in which the JBE is located, and for the Classification(s) that the JBE is seeking. For example, a JBE located in the Southern Region may only submit RFOs to a master agreement holder located in the Bay Region if that holder is also a master agreement holder for the Southern Region, and for the Classification(s) set forth in the RFO. The JBE, in accordance with user instructions provided to it by the Judicial Council, will determine the number of master agreement holders and which master agreement holders may be requested to propose an offer in response to the RFO. The JBE will submit RFOs and enter into Participating Addendums within dollar amount maximums set forth in the user instructions provided to it by the Judicial Council. The Contractor's response to an

RFO shall constitute a formal offer to provide key personnel as specified in the RFO.

B. Contractor's Offer

i. Part 1, Requirements, of the RFO, will be filled out by the JBE. It will identify the specific Classification(s) and Region(s) being requested for the particular IT Project, estimated term of Work and estimated number of hours.

ii. Part 2, Proposed Candidate Qualification, of the RFO will be filled out by Contractor. Contractor will thoroughly and completely describe an IT consultant candidate's expertise, technical competence, past work performance, and ability to meet the requirements of the RFO.

iii. Part 3, Proposed Costs, of the RFO will be filled out by the Contractor. It will include hourly rates by Classification and Region listed or lower hourly rates than what are listed in the Agreement.

C. Clarification of an RFO

In the event Contractor seeks clarification, Contractor should submit such questions, unless directed otherwise, by email to the JBE's issuing mailbox by the due date and time for questions set forth in the RFO.

D. Submission of Offers to an RFO

i. Offers are due by the due date and time set forth in the RFO. Contractor shall submit its offer in accordance with instructions in the RFO. The JBE may select offers to be submitted in hard copy and/or electronically.

ii. If hardcopy, the JBE must provide their mailing address, including contact name. The Contractor must put the RFO number on the mailing label. The offer must be received by the date/time as listed on the RFO. The JBE may request the Contractor provide more than one hardcopy of its offer and/or request the offer be submitted on a thumb drive or other device.

iii. If submitted electronically, the JBE must provide a valid email address to receive the RFO offer. The Contractor must put the RFO number in the Subject Line of the email. The email must be received by the date/time as listed on the RFO. The time stamp will be when the JBE receives the email.

iv. Only written proposals will be accepted.

v. Late offers will not be accepted.

E. Evaluation of the RFO Offer

i. Offers received by the due date and time specified in the RFO will be evaluated using the criteria specified in the RFO.

ii. In accordance with the criteria set forth in the RFO, the JBE will conduct a preliminary evaluation of the IT consultant candidates submitted in Contractor's offer. The JBE will then develop a list of the top-ranked candidates to be interviewed, if applicable, and communicate such list to Contractor.

iii. As established in the RFO, the JBE may conduct interviews of the top-ranked candidates to clarify, among other items, aspects set forth in Contractor's offer specific to the candidate, and to determine the candidate's technical competence and communications skills.

F. Selection and Authorization of RFO

i. After evaluation of the candidates presented in Contractor's offer, the JBE may select Contractor's offer if such offer best meets the needs of and provides the best value to the JBE. As discussed previously in Sections 1.2 and 2.2 above, the JBE will do this by entering into a Participating Addendum with Contractor, in the form attached as Appendix E to this Agreement. Protest provisions (including those that normally apply to RFPs) are not applicable to the RFO process.

ii. In the event the JBE has already entered into a Participating Addendum with Contractor based on a previous RFO, the JBE may at its sole option: (i) amend the Participating Addendum to reflect the new RFO services; or (ii) enter into a new Participating Addendum. This Agreement, including the new or amended Participating Addendum (including amended provisions specific to the Work under the new RFO), will govern the Work under the new RFO. It may, however, still be necessary to execute other applicable documents discussed above in Section 2.2, e.g., a purchase or work order.

2.3 Project Managers. Each JBE may designate a project manager. The Establishing JBE's project manager is: **Tonya Faria**. A JBE may change its project manager at any time upon notice to Contractor without need for an amendment to this Agreement. Contractor's project manager is: **David M. Quish**. Subject to written approval by the JBE, Contractor may change its project manager without need for an amendment to this Agreement.

2.4 Deliverables. Contractor shall deliver to the JBEs any Deliverables from the Work, if applicable, per the requirements defined in the RFO

2.5 Timeline. Contractor must perform the Work, i.e., Services and deliver the Deliverables, according to the timeline as referenced in the RFO.

2.6 Work Warranties. Contractor warrants to the JBEs that: (i) the Work will be rendered with promptness and diligence and will be executed in a workmanlike manner, in accordance with the practices and professional standards used in well-managed operations performing services similar to the Work; and (ii) Contractor will perform the Work in the most cost-effective manner consistent with the required level of quality and performance. Contractor warrants that each Deliverable and the Services will conform to the requirements of this Agreement and all applicable specifications and documentation, as well as applicable laws. The foregoing warranty shall commence upon the JBE's acceptance of such Deliverable or Service and shall continue for a period of one (1) year following acceptance. In the event any Deliverable or Service does not to conform to the foregoing warranty, Contractor shall promptly correct all nonconformities to the satisfaction of the JBE.

2.7 Resources. Contractor is responsible for providing any and all materials and resources (including personnel, equipment, tools and software) necessary and appropriate for performance of the Work and to meet Contractor's obligations under this Agreement.

2.8 Commencement of Performance. This Agreement is of no force and effect until signed by both parties and any Establishing JBE-required approval is secured. Any commencement of performance prior to an executed Agreement, which includes a Participating Addendum and may include other applicable documentation such as a work or purchase order, shall be at Contractor's own risk.

2.9 Stop Work Orders.

Each JBE may, at any time, by Notice to Contractor, require Contractor to stop all or any part of the Work being provided to such JBE for a period up to ninety (90) days after the Notice is delivered to Contractor, and for any further period to which the JBE and the Contractor may agree ("Stop Work Order"). The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Stop Work Order, 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 stoppage. Within ninety (90) days after a Stop Work Order is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, the JBE shall either (i) cancel the Stop Work Order; or (ii) terminate the Work covered by the Stop Work Order as provided for in this Agreement.

If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, Contractor shall resume the performance of the Work. The JBE shall make an equitable adjustment in the delivery schedule and the applicable documentation shall be modified, in writing, accordingly, if:

i. The Stop Work Order results in an increase in the time required for performance of any part of the Work; and

ii. Contractor requests an equitable adjustment within thirty (30) days after the end of the period of stoppage.

The JBEs shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this provision.

3. Acceptance or Rejection. All Work is subject to acceptance by each JBE. The JBE may reject any Work that (i) fails to meet applicable requirements or specifications, including acceptance

criteria developed by the JBE as part of the RFO process, (ii) is not as warranted, as applicable, or (iii) is performed or delivered late (without prior consent by the JBE). The JBE may use the Attachment 1, Acceptance and Signoff Form, to notify Contractor of the acceptance or rejection of the Work. If the JBE rejects any Work (other than for late performance or delivery), Contractor shall modify such rejected Work at no expense to the JBE to correct the relevant deficiencies and shall redeliver such Work to the JBE within ten (10) business days after the JBE's rejection, unless otherwise agreed in writing by the JBE. Thereafter, the parties shall repeat the process set forth in this section until the JBE accepts such corrected Work. The JBE may terminate the portion of the Agreement under Section 7.2 of Appendix C, that relates to the rejected Work at no expense to the JBE if the JBE rejects that Work (i) for late performance or delivery, or (ii) Contractor fails to cure the relevant deficiencies after two attempts.

ATTACHMENT 1
ACCEPTANCE AND SIGNOFF FORM

Description of Services or Deliverables provided by Contractor:
_____

Date submitted to the JBE:_____

The Services or Deliverables are:

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 Services or Deliverables.
_____
_____
_____

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

Please note level of satisfaction:

[ ] Poor [ ] Fair [ ] Good [ ] Very Good [ ] Excellent

Comments, if any:
_____
_____

[ ] The Services or Deliverables listed above are accepted.

[ ] The Services or Deliverables listed above are rejected.

Name:_____

Title:_____

Name of JBE:_____

Date:_____

END OF ATTACHMENT

APPENDIX B

Payment Provisions

1. **General.** Subject to the terms of this Agreement, Contractor shall invoice the JBE, and the JBE shall compensate Contractor, as set forth in this Appendix B and Exhibit 2, Pricing. The amounts specified in this Appendix shall be the total and complete compensation to be paid to Contractor for its performance under this Agreement, including but not limited to all Services and Deliverables. Contractor shall bear, and the JBE shall have no obligation to pay or reimburse Contractor for, any and all other fees, costs, profits, taxes or expenses of any nature that Contractor incurs.

2. **Compensation for Services.**

   2.1 Amount. Contractor will invoice the following amounts for Work that the JBE has accepted:

   a. A fixed hourly rate for both a senior resource (greater than 10 years of relevant work experience) and a less-senior resource (greater than 3 but less than 10 years of relevant work experience) for all Classification and corresponding Regions, as discussed between the parties and ultimately determined by the JBE, listed in Exhibit 2, Pricing, to Appendix B. The fixed hourly rate is a standard rate regardless of full-time continuous or part-time ad hoc assignment, whether on-site or remote, inclusive of travel to the assigned office at the JBE. Resources time may be billed at a rate lower than published in this Agreement if appropriate for the specific resource but must not exceed the fixed hourly rate.

   b. The rates in Exhibit 2, to Appendix B are maximum hourly rates for the Initial Term of the Agreement. Contractor may charge lower rates when responding to a Request for Offer ("RFO").

   c. Billing must be for actual time worked, to the nearest half hour increment.

   d. The JBE's do not pay higher rate for overtime, weekend, or holiday work, The JBE's does not anticipate reimbursing Contractor for any travel, living or any other ancillary charges incurred by Contractor's consultants as part of the Work. Nonetheless, if the JBE, in its sole and absolute discretion, authorizes such payment during the Term of the Agreement, it shall be subject to the JBE's then current travel, living, or other applicable policies and/or guidelines.

   e. All hourly rates shall remain firm fixed for the full duration of the three (3) year Initial Term. If the JBE elects to exercise an Option Term, and the Contractor makes a written request for an adjustment to the hourly rates within five (5) business days of being notified by the JBE that it intends to exercise a particular Option Term, any agreed upon price adjustment (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. If Contractor does not request an adjustment within five (5) business days of being notified by the JBE that it intends to exercise a particular the Option Term, the then-current rates will remain in effect for the upcoming Option Year. Adjustments will be reflected in an amended Exhibit 2, Pricing, and shall not be retroactive to a prior year.

2.2 No Advance Payment. The JBEs will not make any advance payments.

3. **Required Certification.** Contractor must include with any request for reimbursement from the JBE a certification that Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. If Contractor incurs costs or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the JBE was sought for these costs, and Contractor will provide those records to the Attorney General upon request.

4. **Invoicing and Payment**

4.1 Invoicing. Contractor shall submit invoices to the JBE in arrears no more frequently than monthly. Contractor's invoices must include information and supporting documentation acceptable to the JBE. Contractor shall adhere to billing guidelines issued by the JBE from time to time.

4.2 Payment. The JBE will pay each correct, itemized invoice received from Contractor after acceptance of the applicable Work, in accordance with the terms of this Agreement. Notwithstanding any provision to the contrary, payments to Contractor are contingent upon the timely and satisfactory performance of Contractor's obligations.

4.3 No Implied Acceptance. Payment does not imply acceptance of Contractor's invoice or Work. Contractor shall immediately refund any payment made in error. The JBE shall have the right at any time to set off any amount owing from Contractor to the JBE against any amount payable by the JBE to Contractor under this Agreement.

5. **Taxes.** Unless otherwise required by law, the JBE is exempt from federal excise taxes and no payment will be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The JBE shall only pay for any state or local sales, service, use, or similar taxes imposed on the Services rendered or equipment, parts or software supplied to the JBE pursuant to this Agreement.

APPENDIX C

General Provisions

1. **Provisions Applicable to the Work**

   1.1 Qualifications. Contractor shall assign to any JBE project only persons who have sufficient training, education, and experience to successfully perform Contractor's duties. If a JBE is dissatisfied with any of Contractor's personnel, for any or no reason, Contractor shall replace them with qualified personnel with respect to such JBE.

   1.2 Turnover. Contractor shall endeavor to minimize turnover of personnel Contractor has assigned to perform Work.

   1.3 Background Checks. Contractor shall cooperate with the JBE if the JBE wishes to perform any background checks on Contractor's personnel by obtaining, at no additional cost, all releases, waivers, and permissions the JBE may require. Contractor shall not assign personnel who refuse to undergo a background check. Contractor shall provide prompt notice to the JBE of (i) any person who refuses to undergo a background check, and (ii) the results of any background check requested by the JBE and performed by Contractor. Contractor shall ensure that the following persons are not assigned to perform services for the JBE: (a) any person refusing to undergo such background checks, and (b) any person whose background check results are unacceptable to Contractor or that, after disclosure to the JBE upon request, the JBE advises are unacceptable to the JBE.

2. **Contractor Certification Clauses.** Contractor certifies to the JBEs that the following representations and warranties, which shall apply to this Agreement and any Participating Addendum, are true. Contractor shall cause its representations and warranties to remain true during the Term. Contractor shall promptly notify the JBEs if any representation and warranty become untrue. Contractor represents and warrants as follows:

   2.1 Authority. Contractor has authority to enter into and perform its obligations under this Agreement and any Participating Addendum, and Contractor's signatory has authority to bind Contractor to this Agreement and any Participating Addendum.

   2.2 Not an Expatriate Corporation. Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the JBEs.

   2.3 No Gratuities. Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Judicial Branch Personnel with a view toward securing this Agreement (or any Participating Addendum) or securing favorable treatment with respect to any determinations concerning the performance of this Agreement (or any Participating Addendum).

   2.4 No Conflict of Interest. Contractor has no interest that would constitute a conflict of interest under PCC sections 10365.5, 10410 or 10411; Government Code sections 1090

et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.

2.5 No Interference with Other Contracts. To the best of Contractor's knowledge, this Agreement and any Participating Addendum does not create a material conflict of interest or default under any of Contractor's other contracts.

2.6 No Litigation. No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect Contractor's ability to perform its obligations.

2.7 Compliance with Laws Generally. Contractor complies with all laws, rules, and regulations applicable to Contractor's business and its obligations under this Agreement and any Participating Addendum.

2.8 Drug Free Workplace. Contractor provides a drug free workplace as required by California Government Code sections 8355 through 8357.

2.9 No Harassment. Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement (and any Participating Addendum), and Contractor takes all reasonable steps to prevent harassment from occurring.

2.10 Noninfringement. The Work under this Agreement (and any Participating Addendum) does not infringe, or constitute an infringement, misappropriation or violation of, any third party's intellectual property right.

2.11 Nondiscrimination. Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor will notify in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of nondiscrimination.

2.12 National Labor Relations Board Orders. No more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.

2.13 Conflict Minerals. Contractor certifies either: (i) it is not a "scrutinized company" as defined in PCC 10490(b), or (ii) the Deliverables or Services the Contractor will provide to the JBE are not related to products or services that are the reason the Contractor must comply with Section 13(p) of the Securities Exchange Act of 1934.

3. Insurance

3.1 Basic Coverage. Contractor shall provide to each JBE and maintain at the Contractor's expense the following insurance during the Term:

A. *Commercial General Liability.* The policy must be at least as broad as the Insurance Services Office (ISO) Commercial General Liability "occurrence" form, with coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. The policy must provide limits of at least $1,000,000 per occurrence and annual aggregate.

B. *Workers Compensation and Employer's Liability.* The policy must include workers' compensation to meet minimum requirements of the California Labor Code, and it must provide coverage for employer's liability bodily injury at minimum limits of $1,000,000 per accident or disease.

C. *Professional Liability.* The policy must cover liability resulting from any act, error, or omission committed in Contractor's performance of Services under this Agreement, at minimum limits of $1,000,000 per occurrence and annual aggregate. If the policy is written on a "claims made" form, Contractor shall maintain such coverage continuously throughout the Term and, without lapse, for a period of three (3) years beyond the termination and acceptance of all Services provided under this Agreement. The retroactive date or "prior acts inclusion date" of any such "claims made" policy must be no later than the date that activities commence pursuant to this Agreement.

D. *Commercial Crime Insurance.* This policy is required only if Contractor handles or has regular access to a JBE's funds or property of significant value to the JBE. This policy must cover dishonest acts including loss due to theft of money, securities, and property; forgery, and alteration of documents; and fraudulent transfer of money, securities, and property. The minimum liability limit must be $500,000.00.

To the extent that Contractor utilizes subcontractors, all subcontractors shall comply with and perform in accordance with the provisions of this Section 3 (Insurance).

3.2 Umbrella Policies. Contractor may satisfy basic coverage limits through any combination of basic coverage and umbrella insurance.

3.3 Aggregate Limits of Liability. The basic coverage limits of liability may be subject to annual aggregate limits. If this is the case the annual aggregate limits of liability must be at least two (2) times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.

3.4 Deductibles and Self-Insured Retentions. Contractor shall declare to each JBE all deductibles and self-insured retentions that exceed $100,000 per occurrence. Any increases in deductibles or self-insured retentions that exceed $100,000 per occurrence are subject to each JBE's approval. Deductibles and self-insured retentions do not limit Contractor's liability.

3.5 Additional Insured Endorsements. Contractor's commercial general liability policy, and, if applicable, umbrella policy must be endorsed to name the following as additional

insureds with respect to liabilities arising out of the performance of this Agreement: the Establishing JBE, the State of California, the Participating Entities, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees).

3.6 Certificates of Insurance. Before Contractor begins performing Services, Contractor shall give the Establishing JBE (and on request, any Participating Entity) certificates of insurance attesting to the existence of coverage. Contractor shall provide prompt written notice to the Establishing JBE and any Participating Entity in the event that insurance coverage is cancelled or materially changed from the coverage set forth in the current certificate of insurance provided to the Establishing JBE and Participating Entities.

3.7 Qualifying Insurers. For insurance to satisfy the requirements of this section, all required insurance must be issued by an insurer with an A.M. Best rating of A - or better that is approved to do business in the State of California.

3.8 Required Policy Provisions. Each policy must provide, as follows: (i) the policy is primary and noncontributory with any insurance or self-insurance maintained by Judicial Branch Entities and Judicial Branch Personnel, and the basic coverage insurer waives any and all rights of subrogation against Judicial Branch Entities and Judicial Branch Personnel; (ii) the insurance applies separately to each insured against whom a claim is made or a lawsuit is brought, to the limits of the insurer's liability; and (iii) each insurer waives any right of recovery or subrogation it may have against the Establishing JBE, any Participating Entity, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees for loss or damage.

3.9 Partnerships. If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either (i) separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or (ii) joint insurance program with the association, partnership, or other joint business venture included as a named insured.

3.10 Consequence of Lapse. If required insurance lapses during the Term, the JBEs are not required to process invoices after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapse date.

4. Indemnity. Contractor (and its subcontractors) will defend (with counsel satisfactory to the JBE or its designee), indemnify and hold harmless the Judicial Branch Entities and the Judicial Branch Personnel against all claims, losses, and expenses, including attorneys' fees and costs, that arise out of or in connection with: (i) a latent or patent defect in any Work; (ii) an act or omission of Contractor, its agents, employees, independent contractors, or subcontractors in the performance of this Agreement; (iii) a breach of a representation, warranty, or other provision of this Agreement or any Participating Addendum; and (iv) infringement of any trade secret, patent, copyright or other third party intellectual property. This indemnity applies regardless of the theory of liability on which a claim is made, or a loss occurs. This indemnity will survive the expiration or termination of this Agreement or any Participating Addendum, and acceptance of any Work. Contractor (and its subcontractors) shall not make any admission of liability or other statement on behalf of an indemnified party or enter into any settlement or other agreement that would bind an indemnified party, without the affected JBE's prior written

consent; and such JBE shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. The duties of indemnification set forth in this paragraph exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.

5. **Option Term.** The Establishing JBE may, at its sole option, extend this Agreement beyond the Initial Term for up to three (3) consecutive optional one-year Terms, at the end of which Option Term this Agreement shall expire. In order to exercise this Option Term, the Establishing JBE must send Notice to Contractor at least thirty (30) days prior to the end of the Initial Term or Option Term, as applicable. The exercise of an Option Term will be effective without Contractor's signature, and any subsequent discussions regarding revisions to the pricing shall be subject to Section 2.1.(e) of Appendix B of this Agreement.

   A. **November 1, 2021** through **October 31, 2024 ("Initial Term").**
   B. **November 1, 2024** through **October 31, 2025 ("First Option Term").**
   C. **November 1, 2025** through **October 31, 2026 ("Second Option Term").**
   D. **November 1, 2026** through **October 31, 2027 ("Third Option Term").**

   In the event the Judicial Council elects to exercise an option or options to extend the Agreement, the Agreement will not exceed a total of six (6) years in total.

6. **Tax Delinquency.** Contractor must provide Notice to the JBEs immediately if Contractor has reason to believe it may be placed on either (i) the California Franchise Tax Board's list of 500 largest state income tax delinquencies, or (ii) the California Board of Equalization's list of 500 largest delinquent sales and use tax accounts. The Establishing JBE may terminate this Agreement immediately "for cause" pursuant to Section 7.2 below (and each JBE may terminate its Participating Addendum immediately "for cause" pursuant to Section 7.2 below) if (i) Contractor fails to provide the Notice required above, or (ii) Contractor is included on either list mentioned above.

7. **Termination**

   7.1 Termination for Convenience. The Establishing JBE may terminate, in whole or in part, this Agreement (and a JBE may terminate, in whole or in part, a Participating Addendum) for convenience upon thirty (30) days prior Notice. After receipt of such Notice, and except as otherwise directed by the Establishing JBE (and regarding a Participating Addendum, except as otherwise directed by the JBE), Contractor shall immediately stop Work as specified in the Notice.

   7.2 Termination for Cause. The Establishing JBE may terminate this Agreement, in whole or in part, immediately "for cause" (and a JBE may terminate a Participating Addendum, in whole or in part, immediately "for cause"): if (i) Contractor fails or is unable to meet or perform any of its duties under this Agreement or a Participating Addendum, and this failure is not cured within ten (10) days following Notice of default (or in the opinion of the JBE, is not capable of being cured within this cure period); (ii) Contractor or Contractor's creditors file a petition as to Contractor's bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent, makes an assignment for the benefit

of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business; or (iii) Contractor makes or has made under this Agreement (or any Participating Addendum) any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading.

7.3 Termination upon Death. This entire Agreement will terminate immediately without further action of the parties upon the death of a natural person who is a party to this Agreement, or a general partner of a partnership that is a party to this Agreement.

7.4 Termination for Changes in Budget or Law. Each JBE's payment obligation are subject to annual appropriation and the availability of funds. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement or Participating Addendum. Funding beyond the current appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement (including a Participating Addendum). The Establishing JBE may terminate this Agreement (and any JBE may terminate a Participating Addendum), and each JBE may limit Contractor's Work (and reduce proportionately Contractor's fees) upon Notice to Contractor without prejudice to any right or remedy of the JBEs if: (i) expected or actual funding to compensate Contractor is withdrawn, reduced or limited; or (ii) the Establishing JBE determines that Contractor's performance under this Agreement (or a JBE determines that Contractor's performance under a Participating Addendum) has become infeasible due to changes in applicable laws.

7.5 Rights and Remedies.

A. *Nonexclusive Remedies.* All remedies provided in this Agreement may be exercised individually or in combination with any other available remedy. Contractor shall notify the Establishing JBE and the affected Participating Entities immediately if Contractor is in default, or if a third-party claim or dispute is brought or threatened that alleges facts that would constitute a default under this Agreement (or a Participating Addendum). If Contractor is in default: (i) a JBE may withhold all or any portion of a payment otherwise due to Contractor, and exercise any other rights of setoff as may be provided in this Agreement; (ii) a JBE may require Contractor to enter into nonbinding mediation; (iii) the Establishing JBE may exercise, following Notice, the Establishing JBE's right of early termination of this Agreement (and a JBE may exercise its right of early termination of a Participating Addendum) as provided herein; and (iv) a JBE may seek any other remedy available at law or in equity.

B. *Replacement.* If the Establishing JBE terminates this Agreement (or if a JBE terminates a Participating Addendum) in whole or in part for cause, the JBE may acquire from third parties, under the terms and in the manner the JBE considers appropriate, services equivalent to those terminated, and Contractor shall be liable to the JBE for any excess costs for those services. Notwithstanding any other provision, in no event shall the excess cost to the JBEs for such services be excluded as indirect, incidental, special, exemplary, punitive or consequential damages of the JBEs. Contractor shall continue any Work not terminated.

C. *Delivery of Materials.* In the event of any expiration or termination of this Agreement (or a Participating Addendum), Contractor shall promptly provide the

applicable JBE or JBEs with all originals and copies of the Deliverables for such JBE, including any partially-completed Deliverables-related work product or materials, and any JBE-provided materials in its possession, custody, or control. In the event of any termination of this Agreement or Participating Addendum, the JBEs shall not be liable to Contractor for compensation or damages incurred as a result of such termination.

D. *Participating Addenda*. The termination of this Agreement shall not result in the termination of any outstanding Participating Addendum that has not been terminated by a JBE, and this Agreement shall continue to apply to any such Participating Addendum until such time as all Work under such Participating Addendum has been completed by its terms or is terminated as provided in this Section 7; provided, however, that the term of such Participating Addendum may not exceed the Expiration Date of this Agreement. Issuance and acknowledgement of any Participating Addendum (as evidenced by the JBE's and Contractor's signature on the Participating Addendum) must be completed before the termination or expiration of this Agreement.

7.6 Survival. Termination or expiration of this Agreement shall not affect the rights and obligations of Contractor, the Establishing JBE, and the Participating Entities which arose prior to any such termination or expiration (unless otherwise provided herein) and such rights and obligations shall survive any such termination or expiration. Rights and obligations that by their nature should survive shall remain in effect after termination or expiration of this Agreement, including any section of this Agreement that states it shall survive such termination or expiration.

7.7 Termination Assistance. At the JBE's request and option, during the Termination Assistance Period, Contractor shall provide, at the same rates charged immediately before the start of the Termination Assistance Period, to the JBE or to its designee (collectively, "Successor") services reasonably necessary to enable the JBE to obtain from another contractor, or to provide for itself, services to substitute for or replace the Work, together with all other services to allow the Work to continue without interruption or adverse effect and to facilitate the orderly transfer of the Work to the Successor (collectively, the "Termination Assistance Services"). Termination Assistance Services will be provided to the JBE by Contractor regardless of the reason for termination or expiration. "Termination Assistance Period" means the period commencing upon the expiration or termination of this Agreement and each Participating Addendum and expiring six (6) months thereafter, as such period may be extended by the Parties.

8. Assignment and Subcontracting. Contractor may not assign or subcontract its rights or duties under this Agreement (including any Participating Addendum), in whole or in part, whether by operation of law or otherwise, without the prior written consent of the Establishing JBE. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect. Subject to the foregoing, this Agreement will be binding on the parties and their permitted successors and assigns. Approved subcontractors will be set forth in an exhibit to this Agreement; provided, however, that the Establishing JBE may withdraw its approval of a subcontractor at its discretion, including if it determines in good faith that the subcontractor is, or will be, unable to effectively perform its responsibilities. If the Establishing JBE rejects any proposed subcontractor (or

otherwise withdraws approval of a subcontractor) in writing, Contractor will assume the proposed subcontractor's responsibilities. No subcontracting shall release Contractor from its responsibility for performance of its obligations under this Agreement or any Participating Addendum. Contractor shall remain fully responsible for the performance of subcontractors hereunder, including, without limitation, all work and activities of subcontractors providing services to Contractor in connection with the Work. Contractor shall be the sole point of contact with subcontractors under this Agreement or any Participating Addendum, and Contractor shall be solely responsible for subcontractors, including, without limitation, payment of any and all charges resulting from any subcontract, and the acts and omissions of any persons directly or indirectly employed by the subcontractor. The Establishing JBE's consent to any subcontracting or delegation of Contractor's obligations will take effect only if there is a written agreement between the Contractor and the subcontractor, stating that: (i) the Contractor and Subcontractor are jointly and severally liable to the Judicial Branch Entities for performing the obligations in this Agreement or any Participating Addendum; (ii) the subcontractor makes the representations, warranties, and certifications made by the Contractor in this Agreement and Participating Addendum; (iii) the Contractor and subcontractor appoint the Judicial Branch Entities as intended third party beneficiaries under Contractor's written agreement with the subcontractor; and (iv) the subcontractor agrees to comply with, perform, and be subject to the terms of this Agreement and Participating Addendums (including without limitation, provisions regarding indemnity, insurance, confidentiality, and data security).

9. Notices. Notices must be sent to the following address and recipient:

If to Contractor:	**If to the Establishing JBE:**
System Soft Technologies, LLC 3000 Bayport Drive, Suite #840 Tampa, FL 33607 POC: David M. Quish Email: david.q@sstech.us Phone: 727-723-0801 Ext - 327	Judicial Council of California 455 Golden Gate Avenue San Francisco, CA 94102 POC: Tonya Faria Email: Tonya.Faria@jud.ca.gov Phone: 415-865-4919

Either party may change its address for Notices by giving the other party Notice of the new address in accordance with this section. Notices will be considered to have been given at the time of actual delivery in person, three (3) days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

10. Provisions Applicable to Certain Agreements. The provisions in this section are applicable to this Agreement and to any Participating Addendum, provided, however that if this Agreement or a Participating Addendum is not of the type described in the first sentence of a subsection, then that subsection does not apply to this Agreement or such Participating Addendum.

10.1 Union Activities Restrictions. *If the Contract Amount is over $50,000, this section is applicable.* Contractor agrees that no JBE funds received under this Agreement or any Participating Addendum will be used to assist, promote or deter union organizing during

the Term. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no JBE funds were used for those expenditures. Contractor will provide those records to the Attorney General upon request.

10.2 Domestic Partners, Spouses, Gender, and Gender Identity Discrimination. *If the Contract Amount is $100,000 or more, this section is applicable.* Contractor is in compliance with, and throughout the Term will remain in compliance with: (i) PCC 10295.3, which places limitations on contracts with contractors who discriminate in the provision of benefits on the basis of marital or domestic partner status; and (ii) PCC 10295.35, which places limitations on contracts with contractors that discriminate in the provision of benefits on the basis of an employee's or dependent's actual or perceived gender identity.

10.3 Child Support Compliance Act. *If the Contract Amount is $100,000 or more, this section is applicable.* Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the Term) all applicable state and federal laws relating to child and family support enforcement, including disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

10.4 Priority Hiring. *If the Contract Amount is over $200,000 and this Agreement is for services (other than Consulting Services), this section is applicable.* Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.

10.5 Iran Contracting Act. *If the Contract Amount is $1,000,000 or more and Contractor did not provide to the Establishing JBE an Iran Contracting Act certification as part of the solicitation process, this section is applicable.* Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran ("Iran List") created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending $20,000,000 or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the Establishing JBE to enter into this Agreement (and written permission from each JBE to enter into the applicable Participating Addendum) pursuant to PCC 2203(c).

10.6 DVBE Commitment. This section is applicable if Contractor received a disabled veteran business enterprise ("DVBE") incentive in connection with this Agreement. Contractor's failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Contractor used DVBE subcontractor(s) in connection with this Agreement (or a Participating Addendum): (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the Establishing JBE approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must, within sixty (60) days of receiving

final payment under each Participating Addendum, certify in a report to the applicable JBE: (1) the total amount of money and percentage of Work Contractor committed to provide to each DVBE subcontractor and the amount each DVBE subcontractor received under the Participating Addendum; (2) the name and address of each DVBE subcontractor to which Contractor subcontracted Work in connection with the Participating Addendum; (3) the amount each DVBE subcontractor received from Contractor in connection with the Participating Addendum; and (4) that all payments under the Participating Addendum have been made to the applicable DVBE subcontractors. Upon request by the JBE, Contractor shall provide proof of payment for the Work. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. Contractor will comply with all rules, regulations, ordinances and statutes that govern the DVBE program, including, without limitation, Military and Veterans Code section 999.5.

10.7 Antitrust Claims. *If this Agreement resulted from a competitive solicitation, this section is applicable.* Contractor shall assign to the applicable JBE all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the JBE. Such assignment shall be made and become effective at the time the JBE tender's final payment to Contractor. If the JBE receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the JBE any portion of the recovery, including treble damages, attributable to overcharges that were paid by Contractor but were not paid by the JBE as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by Contractor, the JBE shall, within one (1) year from such demand, reassign the cause of action assigned under this part if Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the JBE has not been injured thereby, or (b) the JBE declines to file a court action for the cause of action.

10.8 Good Standing. *If Contractor is a corporation, limited liability company, or limited partnership, and this Agreement (and any Participating Addendum) is performed in whole or in part in California, this section is applicable.* Contractor is, and will remain for the Term, qualified to do business and in good standing in California.

10.9 Equipment. The JBE may, at its option, repair any damaged or replace any of its lost or stolen items or equipment utilized by Contractor, and deduct the cost thereof from Contractor's invoice to the JBE, or require Contractor to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the JBE at no expense to the JBE. If a theft occurs, Contractor must file a police report immediately.

10.10 Four-Digit Date Compliance. *If this Agreement (or any Participating Addendum) includes the purchase of systems, software, or instrumentation with imbedded chips, this section is applicable.* Contractor represents and warrants that it will provide only Four-Digit Date Compliant Deliverables and services to the JBEs. "Four-Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and

sequence date data, including date data arising out of or relating to leap years and changes in centuries. This warranty and representation are subject to the warranty terms and conditions of this Agreement and does not limit the generality of warranty obligations set forth elsewhere in this Agreement or any Participating Addendum.

10.11 Small Business Preference Commitment. This section is applicable if Contractor received a small business preference in connection with this Agreement. Contractor's failure to meet the small business commitment set forth in its bid or proposal constitutes a breach of this Agreement (and any Participating Addendum). Contractor must within sixty (60) days of receiving final payment under this Agreement (and any Participating Addendum) report to the JBE the actual percentage of small/micro business participation that was achieved. If Contractor is a nonprofit veteran service agency ("NVSA"), Contractor must employ veterans receiving services from the NVSA for not less than seventy-five percent (75%) of the person-hours of direct labor required for the production of Work performed pursuant to this Agreement (and any Participating Addendum).

10.12 Prevailing Wage. *If this Agreement (or any Participating Addendum) includes work subject to California Prevailing Wage Laws (Labor Code §§1770 et seq., this section is applicable).* Contractor and any subcontractors performing prevailing wage work must comply with all prevailing wage laws and regulations. Prior to the start of any prevailing wage work, Contractor and all subcontractors performing such work, must provide the JBE with the Prevailing Wage and Related Labor Certification (**Appendix G**).

11. Miscellaneous Provisions.

11.1 Independent Contractor. Contractor is an independent contractor to the JBEs. No employer-employee, partnership, joint venture, or agency relationship exists between Contractor, including, but not limited to, any subcontractor of Contractor, or IT consultant working for Contractor or one of its subcontractors, and the JBEs. Contractor has no authority to bind or incur any obligation on behalf of the JBEs. If any governmental entity concludes that Contractor is not an independent contractor, the Establishing JBE may terminate this Agreement (and a JBE may terminate a Participating Addendum) immediately upon notice.

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

11.3 Audit. Contractor must allow the JBEs or their designees to review and audit Contractor's (and any subcontractors') documents and records relating to this Agreement (including any Participating Addendum), and Contractor (and its subcontractors) shall retain such documents and records for a period of four (4) years following final payment under this Agreement. If an audit determines that Contractor (or any subcontractor) is not in compliance with this Agreement (including any Participating Addendum), Contractor shall correct errors and deficiencies by the twentieth (20th) day of the month following the review or audit. If an audit determines that Contractor has overcharged the JBE five percent (5%) or more during the time period subject to audit, Contractor must reimburse the JBE in an amount equal to the cost of such audit. This Agreement (and

any Participating Addendums) are subject to examinations and audit by the State Auditor for a period of three (3) years after final payment.

Licenses and Permits. Contractor shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by applicable law for the performance of the Work. Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations, and for any fines and penalties arising from its noncompliance with any applicable law. Contractor and subcontractor(s) shall not perform any work requiring a California contractor's license (C-7 or otherwise) unless Contractor and subcontractor(s) holds an active California contractor's license 1) at the time of executing this Agreement, 2) upon entering into any agreement with a JBE, and 3) for the duration of any work requiring the contractor's license. The Contractor entering into the Agreement must hold the contractor's license in accordance with California Contractors' State License Law (Bus. & Prof. §§ 7000 et seq.).

11.4 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 JBE's express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to its employees or contractors 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. Each JBE owns all right, title and interest in its Confidential Information. Contractor will notify the affected JBE promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the JBE to protect such Confidential Information. Upon a JBE's request and upon any termination or expiration of this Agreement or a Participating Addendum, Contractor will promptly (a) return to the JBE or, if so directed by the JBE, destroy all such JBE's Confidential Information (in every form and medium), and (b) certify to the JBE 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 JBE 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. 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 JBE 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 JBE'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, 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 JBE 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 JBE, use or access the JBE data for any purpose other than to provide the Work under this Agreement. In no event shall Contractor transfer the JBE data to third parties, or provide third parties access to the JBE Data, except as may be expressly authorized by JBE. Contractor is responsible for the security and confidentiality of any JBE data it encounters during the Work.

(3) Contractor's systems and equipment containing JBE data, shall be within the continental United States. Contractor shall ensure that access to the JBE data will be provided to the JBE (and its authorized users) 24 hours per day, 365 days per year (excluding agreed-upon downtime). Upon the JBE's request, all JBE data in the possession of Contractor shall be provided to JBE in a manner requested by JBE 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 JBE policies and procedures.

D. *Data Breach.* If there is a suspected or actual Data Breach, Contractor shall notify the JBE 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 JBE 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 JBE, regarding findings and actions performed by Contractor until the Data Breach has been resolved to the JBE's satisfaction, and Contractor has taken measures satisfactory to the JBE to prevent future Data Breaches. Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with the JBE. The JBE 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 JBE, 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, JBE-approved third party perform an information security audit. The audit results shall be shared with the JBE within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor shall provide the JBE 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 JBE, Contractor agrees that the JBE 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 JBE 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 JBE upon receipt of any requests which in any way might reasonably require access to the JBE 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 JBE data without first notifying the JBE. If applicable, Contractor shall provide its intended responses to the JBE with adequate time for the JBE 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 JBE unless authorized in writing to do so by the JBE.

G. *Miscellaneous*.

(1) For the avoidance of doubt, the requirements of this Section 11.5 equally apply to any IT consultants discussed in Section 2 of Appendix A, that Contractor supplies to provide Work, as well any personal device, e.g., home computer, laptop, or cell phone) used by such IT consultant 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 a JBE as part of the RFO process set forth in Section 2.2. of Appendix A.

(3) The provisions of this Section 11.5 shall survive the expiration or termination of this Agreement and any Participating Addendum. Contractor acknowledges that there can be no adequate remedy at law for any breach of Contractor's obligations under this Section 11.5, that any such breach will likely result in irreparable harm, and that upon any breach or threatened breach of the obligations herein, the JBEs shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.

11.5 Ownership of Deliverables. Unless otherwise agreed in this Agreement, regarding any Deliverables or any other work product to be provided to a JBE, Contractor hereby assigns to such JBE all rights, title, and interest (and all intellectual property rights, including but not limited to copyrights) in and to such Deliverables and work product, any partially-completed Deliverables, and related materials. Contractor agrees not to assert any rights at common law, or in equity, or establish a copyright claim in any of these materials. Contractor shall not publish or reproduce any Deliverable or other work product in whole or part, in any manner or form, or authorize others to do so, without the written consent of the JBE. Contractor hereby assigns to the JBE all of Contractor's licenses and other rights (including any representations, warranties, or indemnities that inure to Contractor from third parties) to all third party materials incorporated into the Deliverable or any other work product to be provided to a JBE. If such licenses and rights cannot be validly assigned to or passed through to the JBE by Contractor without a third party's consent, then Contractor will use its best efforts to obtain such consent (at Contractor's expense) and will indemnify and hold harmless the JBE against all claims arising from Contractor's failure to obtain such consent.

11.6 Publicity. Contractor shall not make any public announcement or press release about this Agreement (or any Participating Addendum) without the prior written approval of the Establishing JBE (and with respect to any Participating Addendum, the prior written approval of the applicable JBE).

11.7 Choice of Law and Jurisdiction. California law, without regard to its choice-of-law provisions, governs this Agreement (including any Participating Addendum). The Contractor and the applicable JBEs shall attempt in good faith to resolve informally and promptly any dispute that arises. Jurisdiction for any legal action arising from this Agreement shall exclusively reside in state or federal courts located in California, and the parties hereby consent to the jurisdiction of such courts.

11.8 Negotiated Agreement. This Agreement has been arrived at through negotiation between the parties. Neither party is the party that prepared this Agreement for purposes of construing this Agreement under California Civil Code section 1654.

11.9 Amendment and Waiver. Except as otherwise specified in this Agreement, no amendment or change to this Agreement will be effective unless expressly agreed in writing by a duly authorized officer of the Establishing JBE. However, Work established pursuant to an RFO may be amended or changed without the involvement of the Establishing JBE, if expressly agreed to in writing by a duly authorized officer of the JBE that issued the RFO. A waiver of enforcement of any of this Agreement's terms or conditions by the Establishing JBE is effective only if expressly agreed in writing by a duly authorized officer of the Establishing JBE. Any waiver or failure by a JBE to enforce any provision of this Agreement or Participating Addendum on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

11.10 Follow-On Contracting. No person, firm, or subsidiary who has been awarded a Consulting Services agreement may submit a bid for, nor be awarded an agreement for, the providing of services, procuring goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of this Agreement.

11.11 Severability. If any part of this Agreement is held unenforceable, all other parts remain enforceable.

11.12 Headings; Interpretation. All headings are for reference purposes only and do not affect the interpretation of this Agreement. The word "including" means "including, without limitation." Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days.

11.13 Time of the Essence. Time is of the essence in Contractor's performance under this Agreement.

11.14 Counterparts. This Agreement may be executed in counterparts, each of which is considered an original.

11.15 Retention of Rights. The JBE retains all rights, title and interest (including all intellectual property rights) in and to its data and materials.

12. Labor Code Provisions

12.1. Prevailing Wage:

A. Work performed under this Agreement or a Participating Addendum may be subject to California prevailing wage laws, including but not limited to, installation, maintenance, or work performed as part of a public works project. Master Agreement Holder is responsible for compliance with prevailing wage laws and shall be knowledgeable of scopes of work required to perform under this Agreement or a Participating Addendum and whether the Work corresponds 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. For all Work subject to prevailing wage laws, 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. 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, whenever the scope of Work includes prevailing wage classifications.

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.

12.2 Registration:

A. For all Work subject to prevailing wage laws, 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) requires DIR public works registration as follows:

> "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. For all Work subject to prevailing wage laws, Contractor shall, and shall ensure that all "subcontractors" (as defined 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 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 JBE. 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.

C. Contractor and subcontractors must be in compliance with the DIR public works registration requirements to perform prevailing wage Work, including current registration at the time of proposal, contract, RFO, and for the duration of the Work.

12.3 Hours of Work:

A. Notwithstanding the timing and duration of any Work under the Agreement which is subject to JBE 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 JBE.

E. Work may take place in an occupied JBE facility; therefore, work hours may be restricted depending upon the Work. The individual project resulting from an RFO may include restrictions on hours of work. If not, the Work is subject to this Section 12, and it occurs on-site in a JBE facility, then the work must take place during business hours.

12.4 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, Contractor shall provide CPR to the JBE upon request and shall cause each subcontractor performing any portion of the Work to provide to the JBE 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 the JBE, 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 JBE, 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. Each 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 JBE, 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 JBE 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 JBE, 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.

12.5 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 JBE 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.

13. Dispute Resolution

13.1. Project Managers Negotiations. The JBE's project 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.

13.2. Dispute Notice. If the settlement of a disagreement is beyond the authority allowed the JBE's project 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 Notice to the other party that the parties will commence the procedure set forth in this section 13 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.

13.3. Dispute Notice Response. Within fifteen (15) calendar days ("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.

13.4. 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"). It is within each party's discretion to determine who constitutes a senior level negotiator, and this person may be, among other possibilities, a senior executive or in-house counsel. The senior level negotiators shall confer 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.

13.5. Litigation. If the senior level negotiations do not result in resolution of the Dispute, either party may pursue any legally available remedy.

13.6. Confidentiality. All negotiations conducted pursuant to this section 13 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.

13.7. 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 JBE's instructions. Contractor's failure to diligently

proceed with performance in this manner will be considered a material breach of this Agreement.

14. **No Restrictions on Hiring.** The Contractor will not require or request its employees, independent contractors, or IT consultant candidates under its charge to sign an agreement that (i) prohibits that person from accepting employment with a JBE for an indefinite or a specified period of time.

15. **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 JBE. Remote access to JBE data from outside the continental United States is prohibited unless approved in writing in advance by JBE.

16. **Malicious Code.** No Work will contain any Malicious Code. Contractor shall immediately provide to the JBE written notice in reasonable detail upon becoming aware of the existence of any Malicious Code. Without limiting the foregoing, Contractor shall use best efforts and all necessary precautions to prevent the introduction and proliferation of any Malicious Code in the Judicial Branch Entities' IT Infrastructure or networks or in the Contractor systems used to provide Work. In the event Contractor or the JBE discovers the existence of any Malicious Code, Contractor shall use its best efforts, in cooperation with the JBE, to effect the prompt removal of the Malicious Code from the Work and the Judicial Branch Entities' IT Infrastructure and the repair of any files or data corrupted thereby, and the expenses associated with the removal of the Malicious Code and restoration of the data shall be borne by Contractor. In no event will Contractor or any Subcontractor invoke any Malicious Code.

APPENDIX D

Defined Terms

As used in this Agreement, the following terms have the indicated meanings:

"Agreement" is defined on the Coversheet.

"Contractor" is defined on the Coversheet. Contractor includes any subcontractors, as well as any IT consultant that it or one of its subcontractors provides to a JBE to perform Work.

"Confidential Information" means: (i) any information related to the business or operations of each JBE, including information relating to its personnel and users; and (ii) all financial, statistical, personal, technical and other data and information of each JBE (and proprietary information of third parties provided to Contractor). Confidential Information does not include information that Contractor demonstrates to the JBEs' satisfaction that: (a) Contractor lawfully knew prior to the JBE's first disclosure to Contractor, (b) a third party rightfully disclosed to Contractor free of any confidentiality duties or obligations, or (c) is, or through no fault of Contractor has become, generally available to the public.

"Consulting Services" refers to the services performed under "Consulting Services Agreements," which are defined in PCC 10335.5, substantially, as contracts that: (i) are of an advisory nature; (ii) provide a recommended course of action or personal expertise; (iii) have an end product that is basically a transmittal of information, either written or oral, that is related to the governmental functions of state agency administration and management and program management or innovation; and (iv) are obtained by awarding a contract, a grant, or any other payment of funds for services of the above type.

"Contract Amount" means the contract amount of any Participating Addendum.

"Coversheet" refers to the first page of this Agreement.

"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 the JBE data or Confidential Information, and such other related safeguards that are set forth in applicable laws, regulations, and guidance, a statement of Work, or pursuant to JBE policies or procedures.

"Deliverables" is defined in Appendix A.

"Effective Date" is defined on the Coversheet.

"Establishing JBE" is defined on the Coversheet.

"Expiration Date" is the later of (i) the day so designated on the Coversheet, and (ii) the last day of any Option Term.

"Initial Term" is the period commencing on the Effective Date and ending on the Expiration Date designated on the Coversheet.

"JBEs" and **"JBE"** are defined on the Coversheet.

"Judicial Branch Entity" or **"Judicial Branch Entities**" means the Establishing JBE and any other California superior or appellate court, including the Supreme Court, the Judicial Council of California, and the Habeas Corpus Resource Center.

"Judicial Branch Personnel" means members, justices, judges, judicial officers, subordinate judicial officers, employees, and agents of a Judicial Branch Entity.

"Malicious Code" means any (i) program routine, device or other feature or hidden file, including any time bomb, virus, software lock, trojan horse, drop-dead device, worm, malicious logic or trap door that may delete, disable, deactivate, interfere with or otherwise harm any of the Judicial Branch Entities' hardware, software, data or other programs, and (ii) hardware-limiting, software-limiting or services-limiting function (including any key, node lock, time-out or other similar functions), whether implemented by electronic or other means.

"Notice" means a written communication from one party to another that is (a) delivered in person, (b) sent by registered or certified mail, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address and recipient set forth in Appendix C.

"Option Term" means a period, if any, through which this Agreement may be or has been extended by the Establishing JBE. Defined in Appendix C.

"Participating Addendum" is defined in Appendix A.

"Participating Entities" and **"Participating Entity"** are defined on the Coversheet.

"PCC" refers to the California Public Contract Code.

"Services" is defined in Appendix A.

"Stop Work Order" is defined in Appendix B.

"Term" comprises the Initial Term and any Option Terms.

"Work" is defined in Appendix A.

APPENDIX E

Participating Addendum

(1) This Participating Addendum is made and entered into as of [month/day/year] ("Participating Addendum Effective Date") by and between the _____ ***[add full name of the JBE]*** ("JBE") and [add name of Contractor] ("Contractor") pursuant to the Master Agreement #_____ ***[add Master Agreement # - see cover page]*** ("Master Agreement") dated _____, 20__ ***[add Effective Date of the Master Agreement]*** between the Judicial Council of California ("Establishing JBE") and Contractor. Unless otherwise specifically defined in this Participating Addendum, each capitalized term used in this Participating Addendum shall have the meaning set forth in the Master Agreement.

(2) This Participating Addendum constitutes and shall be construed as a separate, independent contract between Contractor and the JBE, subject to the following: (i) this Participating Addendum shall be governed by the Master Agreement, and the terms in the Master Agreement are hereby incorporated into this Participating Addendum; (ii) the Participating Addendum **(including any purchase order documents or work orders pursuant to the Participating Addendum)** may not alter or conflict with the terms of the Master Agreement, or exceed the scope of the Work provided for in the Master Agreement; and (iii) the term of the Participating Addendum may not extend beyond the Expiration Date of the Master Agreement. The Participating Addendum and the Master Agreement shall take precedence over any terms and conditions included on Contractor's invoice or similar document.

(3) Under this Participating Addendum, the JBE may at its option place orders for the Work using a purchase order, subject to the following: such purchase order is subject to and governed by the terms of the Master Agreement and the Participating Addendum, and any term in the purchase order that conflicts with or alters any term of the Master Agreement (or the Participating Addendum) or exceeds the scope of the Work provided for in this Agreement, will not be deemed part of the contract between Contractor and JBE. Subject to the foregoing, this Participating Addendum shall be deemed to include such purchase orders.

(4) The JBE is solely responsible for the acceptance of and payment for the Work under this Participating Addendum. The JBE shall be solely responsible for its obligations and any breach of its obligations. Any breach of obligations by the JBE shall not be deemed a breach by the Establishing JBE or any other Participating Entity. The Establishing JBE shall have no liability or responsibility of any type related to: (i) the JBE's use of or procurement through the Master Agreement (including this Participating Addendum), or (ii) the JBE's business relationship with Contractor. The Establishing JBE makes no guarantees, representations, or warranties to any Participating Entity.

(5) Pricing for the Work shall be in accordance with the prices set forth in the Master Agreement.

(6) The term of this Participating Addendum shall be from the Effective Date until: [_____*month/day/year – may not exceed the term of the Master Agreement*].

(7) The JBE hereby orders, and Contractor hereby agrees to provide, the following Work:

Instructions to the JBE: add provisions as appropriate, including from the RFO process, and in accordance with the terms of the Master Agreement. For example:

- ***including description of the Work.***
- ***service levels, delivery dates, pricing, etc.***

(8) Any mailed written communications or Notices must be sent to the following address and recipient:

If to Contractor:	**If to the JBE:**
[name, title, address] With a copy to:	[name, title, address] With a copy to:

Either party may change its address for mailed written communications and Notices by giving the other party notice of the new address in accordance with this section. Notices will be considered to have been given at the time of actual delivery in person, three (3) days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

(9) This Participating Addendum and the incorporated documents and provisions (including the terms of the Master Agreement) constitute the entire agreement between the parties and supersede any and all prior understandings and agreements, oral or written, relating to the subject matter of this Participating Addendum.

IN WITNESS WHEREOF, JBE and Contractor have caused this Participating Addendum to be executed on the Participating Addendum Effective Date.

[JBE]	***[CONTRACTOR]***
By: _____	By: _____
Name:	Name:
Title:	Title:
Date:	Date:

APPENDIX F

UNRUH CIVIL RIGHTS ACT AND
CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) section 2010, the following certifications must be provided when (i) submitting a bid or proposal to the JBE for a solicitation of goods or services of $100,000 or more, or (ii) entering into or renewing a contract with the JBE for the purchase of goods or services of $100,000 or more.

CERTIFICATIONS:

1. Contractor is in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code);
2. Contractor is in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of the Title 2 of the Government Code);
3. Contractor does not have any policy against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, that is used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code); **and**
4. Any policy adopted by a person or actions taken thereunder that are reasonably necessary to comply with federal or state sanctions or laws affecting sovereign nations or their nationals shall not be construed as unlawful discrimination in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

The certifications made in this document are made under penalty of perjury under the laws of the State of California. I, the official named below, certify that I am duly authorized to legally bind the Contractor to the certifications made in this document. The certifications made in this document shall be deemed to be made for, and apply to, the Agreement and each Participating Addendum of $100,000 or more.

Contractor Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of _____ in the State of _____*

APPENDIX G

PREVAILING WAGE AND

RELATED LABOR REQUIREMENTS CERTIFICATION

AGREEMENT NO.: _____between the _____ (the "JBE") and _____ (the "Contractor") (the "Agreement").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the Agreement including, without limitation, the requirement that Contractor and all of its Subcontractors are registered pursuant to Labor Code section 1771, et seq.

Date: _____

Proper Name of Contractor: _____

/ Subcontractor

Signature: _____

Print Name: _____

Title: _____

*** This Contractor does not have a current Department of Industrial Relations public works registration number, and Contractor shall not accept any Work from a JBE that is subject to California prevailing wage laws for the term of this Agreement.

THIS FORM MUST BE COMPLETED BY THE CONTRACTOR AND ALL SUBCONTRACTORS

END OF CERTIFICATION

EXHIBIT 1

REGIONAL MAP AND JBE'S LISTING

Regional Map

DEL NORTE
SISKIYOU
MODOC
HUMBOLDT
TRINITY
SHASTA
LASSEN
TEHAMA
PLUMAS
GLENN
BUTTE
SIERRA
MENDOCINO
NEVADA
COLUSA
SUTTER
YUBA
PLACER
LAKE
YOLO
EL DORADO
SONOMA
NAPA
SACRA-MENTO
ALPINE
AMADOR
SOLANO
CALAVERAS
MARIN
TUOLUMNE
SAN JOAQUIN
MONO
CONTRA COSTA
SAN FRANCISCO
STANISLAUS
ALAMEDA
MARIPOSA
SAN MATEO
SANTA CLARA
MERCED
MADERA
SANTA CRUZ
FRESNO
INYO
SAN BENITO
TULARE
MONTEREY
KINGS
SAN LUIS OBISPO
KERN
SAN BERNARDINO
SANTA BARBARA
VENTURA
LOS ANGELES
ORANGE
RIVERSIDE
SAN DIEGO
IMPERIAL
Northern Region
Bay Region
Central Region
Southern Region

Judicial Branch Entities Listing
with addresses and county location

County	Court	Address	City	State	Zip Code
Alameda	Alameda	1225 Fallon Street	Oakland	CA	94612
Alameda	Alameda	1221 Oak Street	Oakland	CA	94612
Alameda	Alameda	661 Washington Street	Oakland	CA	94607
Alameda	Alameda	2120 Martin Luther King Jr. Way	Berkeley	CA	94704
Alameda	Alameda	2233 Shoreline Drive	Alameda	CA	94501
Alameda	Alameda	2500 Fairmont Drive	San Leandro	CA	94578
Alameda	Alameda	2060 Fairmont Drive	San Leandro	CA	94578
Alameda	Alameda	24405 Amador Street	Hayward	CA	94544
Alameda	Alameda	39439 Paseo Padre Parkway	Fremont	CA	94538
Alameda	Alameda	5151 Gleason Dr.	Dublin	CA	94568
Alpine	Alpine	14777 State Route 89	Markleeville	CA	96120
Amador	Amador	500 Argonaut Lane	Jackson	CA	95642
Butte	Butte	One Court Street	Oroville	CA	95965-3303
Butte	Butte	1775 Concord Avenue	Chico	CA	95928
Calaveras	Calaveras	400 Government Center Dr.	San Andreas	CA	95249
Colusa	Colusa	547 Market Street	Colusa	CA	95932
Colusa	Colusa	532 Oak Street	Colusa	CA	95932
Contra Costa	Contra Costa	1020 Ward Street	Martinez	CA	94553
Contra Costa	Contra Costa	725 Court Street	Martinez	CA	94553
Contra Costa	Contra Costa	751 Pine Street	Martinez	CA	94553
Contra Costa	Contra Costa	202 Glacier Drive	Martinez	CA	94553
Contra Costa	Contra Costa	100 37th Street	Richmond	CA	94805-2136
Contra Costa	Contra Costa	640 Ygnacio Valley Road	Walnut Creek	CA	94596
Contra Costa	Contra Costa	1000 Center Drive	Pittsburg	CA	94565
Contra Costa	Contra Costa	1111 Ward Street	Martinez	CA	94551-1328
Del Norte	Del Norte	450 "H" Street	Crescent City	CA	95531
El Dorado	El Dorado	2850 Fairlane Court	Placerville	CA	95667

County	Court	Address	City	State	Zip Code
El Dorado	El Dorado	1354 Johnson Blvd, Suite 2	South Lake Tahoe	CA	96150
El Dorado	El Dorado	495 Main Street	Placerville	CA	95667
El Dorado	El Dorado	295 Fair Lane	Placerville	CA	95667
El Dorado	El Dorado	3321 Cameron Park Drive	Cameron Park	CA	95682
Fresno	Fresno	1100 Van Ness Avenue	Fresno	CA	93724-0002
Fresno	Fresno	1225 M Street	Fresno	CA	93721
Fresno	Fresno	3333 E American Ave	Fresno	CA	93725
Fresno	Fresno	2317 Tuolumne Street	Fresno	CA	93721
Fresno	Fresno	1130 'O' Street	Fresno	CA	93721
Glenn	Glenn	526 West Sycamore Street	Willows	CA	95988
Glenn	Glenn	821 E. South Street	Orland	CA	95963
Humboldt	Humboldt	825 5th Street	Eureka	CA	95501
Imperial	Imperial	939 West Main Street	El Centro	CA	92243-2847
Imperial	Imperial	220 E Main Street	Brawley	CA	92227
Imperial	Imperial	2124 Winterhaven Drive	Winterhaven	CA	92283
Inyo	Inyo	168 North Edwards Street	Independence	CA	93526
Inyo	Inyo	301 West Line Street	Bishop	CA	93514
Kern	Kern	1415 Truxtun Avenue	Bakersfield	CA	93301
Kern	Kern	2100 College Avenue	Bakersfield	CA	93305
Kern	Kern	1215 Truxtun Avenue	Bakersfield	CA	93301
Kern	Kern	3131 Arrow Street	Bakersfield	CA	93308
Kern	Kern	7046 Lake Isabella Boulevard	Lake Isabella	CA	93240
Kern	Kern	1773 Highway 58	Mojave	CA	93501
Kern	Kern	132 East Coso Street	Ridgecrest	CA	93555
Kern	Kern	1122 Jefferson Street	Delano	CA	93215
Kern	Kern	325 Central Valley Highway	Shafter	CA	93263
Kern	Kern	12022 Main Street	Lamont	CA	93241
Kern	Kern	311 Lincoln Street	Taft	CA	93268
Kings	Kings	1640 Kings County Drive	Hanford	CA	93230
Lake	Lake	255 North Forbes Street	Lakeport	CA	95453
Lake	Lake	7000 - A South Center Drive	Clearlake	CA	95422
Lassen	Lassen	2610 Riverside Drive	Susanville	CA	96130
Los Angeles	Los Angeles	111 North Hill Street	Los Angeles	CA	90012

County	Court	Address	City	State	Zip Code
Los Angeles	Los Angeles	11701 South La Cienega Boulevard	Los Angeles	CA	90045
Los Angeles	Los Angeles	1040 West Avenue J	Lancaster	CA	93534
Los Angeles	Los Angeles	150 West Commonwealth Avenue	Alhambra	CA	91801
Los Angeles	Los Angeles	10025 East Flower Street	Bellflower	CA	90706
Los Angeles	Los Angeles	9355 Burton Way	Beverly Hills	CA	90210-3669
Los Angeles	Los Angeles	300 East Olive	Burbank	CA	91502
Los Angeles	Los Angeles	215 Sumner Avenue	Avalon	CA	90704
Los Angeles	Los Angeles	429 Bauchet Street	Los Angeles	CA	90012-2995
Los Angeles	Los Angeles	600 South Commonwealth Avenue	Los Angeles	CA	90005
Los Angeles	Los Angeles	9425 Penfield Avenue	Chatsworth	CA	91311
Los Angeles	Los Angeles	210 West Temple Street	Los Angeles	CA	90012-3210
Los Angeles	Los Angeles	200 West Compton Boulevard	Compton	CA	90220
Los Angeles	Los Angeles	7500 East Imperial Highway	Downey	CA	90242
Los Angeles	Los Angeles	4848 E. Civic Center Way	Los Angeles	CA	90022
Los Angeles	Los Angeles	1601 Eastlake Avenue	Los Angeles	CA	90033
Los Angeles	Los Angeles	201 Centre Plaza Drive	Monterey Park	CA	91754-2158
Los Angeles	Los Angeles	11234 East Valley Boulevard	El Monte	CA	91731
Los Angeles	Los Angeles	600 East Broadway	Glendale	CA	91206
Los Angeles	Los Angeles	5925 Hollywood Boulevard	Los Angeles	CA	90028-5434
Los Angeles	Los Angeles	One Regent Street	Inglewood	CA	90301
Los Angeles	Los Angeles	110 Regent Street	Inglewood	CA	90301
Los Angeles	Los Angeles	275 Magnolia Ave.	Long Beach	CA	90802
Los Angeles	Los Angeles	7281 East Quill Drive	Downey	CA	90242
Los Angeles	Los Angeles	1945 South Hill Street	Los Angeles	CA	90007
Los Angeles	Los Angeles	42011 4th Street West	Lancaster	CA	93534-7185
Los Angeles	Los Angeles	12720 Norwalk Boulevard	Norwalk	CA	90650
Los Angeles	Los Angeles	300 East Walnut Street	Pasadena	CA	91101
Los Angeles	Los Angeles	400 Civic Center Plaza	Pomona	CA	91766-3201
Los Angeles	Los Angeles	900 Third Street	San Fernando	CA	91340
Los Angeles	Los Angeles	23747 West Valencia Boulevard	Santa Clarita	CA	91355
Los Angeles	Los Angeles	1725 Main Street	Santa Monica	CA	90401
Los Angeles	Los Angeles	16350 Filbert Street, Room 200	Sylmar	CA	91342
Los Angeles	Los Angeles	312 North Spring Street	Los Angeles	CA	90012

County	Court	Address	City	State	Zip Code
Los Angeles	Los Angeles	825 Maple Avenue	Torrance	CA	90503
Los Angeles	Los Angeles	6230 Sylmar Avenue	Van Nuys	CA	91401
Los Angeles	Los Angeles	14400 Erwin Street Mall	Van Nuys	CA	91401-2705
Los Angeles	Los Angeles	1427 West Covina Parkway	West Covina	CA	91790
Los Angeles	Los Angeles	7339 South Painter Ave.	Whittier	CA	90602
Madera	Madera	200 South G Street	Madera	CA	93637
Marin	Marin	3501 Civic Center Drive	San Rafael	CA	94903
Mariposa	Mariposa	5088 Bullion Street	Mariposa	CA	95338
Mendocino	Mendocino	100 North State Street	Ukiah	CA	95482
Mendocino	Mendocino	700 South Franklin Street	Fort Bragg	CA	95437
Merced	Merced	2260 N Street	Merced	CA	95340
Merced	Merced	2840 W. Sandy Mush Road	Merced	CA	95340
Merced	Merced	627 West 21st Street	Merced	CA	95340
Merced	Merced	1159 G Street	Los Banos	CA	93635
Merced	Merced	720 W. 20th Street	Merced	CA	95340
Modoc	Modoc	205 South East Street	Alturas	CA	96101
Mono	Mono	100 Thompsons Way	Mammoth Lakes	CA	93546
Mono	Mono	278 Main Street	Bridgeport	CA	93517
Monterey	Monterey	240 Church Street	Salinas	CA	93901
Monterey	Monterey	1200 Aguajito Road	Monterey	CA	93940
Monterey	Monterey	3180 Del Monte Boulevard	Marina	CA	93933
Napa	Napa	825 Brown Street	Napa	CA	94559
Napa	Napa	1111 Third Street	Napa	CA	94559
Napa	Napa	2350 Old Sonoma Road	Napa	CA	94559
Nevada	Nevada	201 Church Street	Nevada City	CA	95959
Nevada	Nevada	10075 Levon Avenue, Ste. 301	Truckee	CA	96161
Orange	Orange	700 W Civic Center Drive West	Santa Ana	CA	92701
Orange	Orange	751 West Santa Ana Boulevard	Santa Ana	CA	92701
Orange	Orange	909 North Main Street	Santa Ana	CA	92701
Orange	Orange	341 The City Drive S	Orange	CA	92868
Orange	Orange	23141 Moulton Parkway	Laguna Hills	CA	92653-1251
Orange	Orange	4601 Jamboree Road	Newport Beach	CA	92660-2595
Orange	Orange	1275 North Berkeley Avenue	Fullerton	CA	92832-0500

County	Court	Address	City	State	Zip Code
Orange	Orange	550 N. Flower St.	Santa Ana	CA	92103
Orange	Orange	8141-8144 13th Street	Westminster	CA	92683
Placer	Placer	101 Maple Street	Auburn	CA	95603
Placer	Placer	11270 B Avenue	Auburn	CA	95603
Placer	Placer	10820 Justice Center Drive	Roseville	CA	95678
Placer	Placer	2501 North Lake Blvd.	Tahoe City	CA	96145
Plumas	Plumas	520 Main Street	Quincy	CA	95971
Riverside	Riverside	4050 Main Street	Riverside	CA	92501
Riverside	Riverside	4100 Main Street	Riverside	CA	92501
Riverside	Riverside	4175 Main Street	Riverside	CA	92501
Riverside	Riverside	9991 County Farm Road	Riverside	CA	92501
Riverside	Riverside	30755-D Auld Road	Murrieta	CA	92563
Riverside	Riverside	13800 Heacock Street, Bldg. D #201	Moreno Valley	CA	92553
Riverside	Riverside	3255 E. Tahquitz Canyon Way	Palm Springs	CA	92262
Riverside	Riverside	311 E. Ramsey Street	Banning	CA	92220
Riverside	Riverside	880 North State Street	Hemet	CA	92543
Riverside	Riverside	41002 County Center Drive	Temecula	CA	92590
Riverside	Riverside	265 North Broadway Street	Blythe	CA	92225
Riverside	Riverside	47-671 Oasis Street	Indio	CA	92201
Riverside	Riverside	46-200 Oasis Street	Indio	CA	92201
Sacramento	Sacramento	720 Ninth Street	Sacramento	CA	95814
Sacramento	Sacramento	3341 Power Inn Road	Sacramento	CA	95826
Sacramento	Sacramento	301 Bicentennial Circle	Sacramento	CA	95826
Sacramento	Sacramento	9605 Kiefer Boulevard	Sacramento	CA	95827
Sacramento	Sacramento	651 I Street	Sacramento	CA	95814
Sacramento	Sacramento	813 6th Street	Sacramento	CA	95814
San Benito	San Benito	450 Fourth Street	Hollister	CA	95023
San Bernardino	San Bernardino	351 North Arrowhead Avenue	San Bernardino	CA	92415
San Bernardino	San Bernardino	655 West Second St 2nd Flr	San Bernardino	CA	92415
San Bernardino	San Bernardino	900 East Gilbert Street	San Bernardino	CA	92415-0942
San Bernardino	San Bernardino	860 East Gilbert Street	San Bernardino	CA	92415
San Bernardino	San Bernardino	401 N Arrowhead Avenue	San Bernardino	CA	92415
San Bernardino	San Bernardino	235 East Mountain View Avenue	Barstow	CA	92311

County	Court	Address	City	State	Zip Code
San Bernardino	San Bernardino	17780 Arrow Boulevard	Fontana	CA	92335
San Bernardino	San Bernardino	6527 White Feather Road	Joshua Tree	CA	92252
San Bernardino	San Bernardino	8303 North Haven Avenue	Rancho Cucamonga	CA	91730
San Bernardino	San Bernardino	14455 Civic Drive	Victorville	CA	92392
San Bernardino	San Bernardino	247 W 3rd Street	San Bernardino	CA	92415
San Bernardino	San Bernardino	477 Summit Blvd	Big Bear Lake	CA	92315
San Bernardino	San Bernardino	1111 Bailey Street	Needles	CA	92363
San Diego	San Diego	1100 Union Street	San Diego	CA	92101
San Diego	San Diego	330 West Broadway	San Diego	CA	92101
San Diego	San Diego	330 West Broadway	San Diego	CA	92101
San Diego	San Diego	8950 Clairemont Mesa Boulevard	San Diego	CA	92123
San Diego	San Diego	2851 Meadowlark Drive	San Diego	CA	92123
San Diego	San Diego	250 East Main Street	El Cajon	CA	92020
San Diego	San Diego	325 South Melrose Drive	Vista	CA	92081
San Diego	San Diego	500 Third Avenue	Chula Vista	CA	91910
San Francisco	San Francisco	400 McAllister Street	San Francisco	CA	94102
San Francisco	San Francisco	375 Woodside Avenue	San Francisco	CA	94127
San Francisco	San Francisco	850 Bryant Street	San Francisco	CA	94103
San Francisco	San Francisco	575 Polk Street	San Francisco	CA	94102
San Joaquin	San Joaquin	180 E Weber	Stockton	CA	95202
San Joaquin	San Joaquin	535 West Mathews Road	French Camp	CA	95231
San Joaquin	San Joaquin	217 West Elm Street	Lodi	CA	95240
San Joaquin	San Joaquin	315 West Elm Street	Lodi	CA	95240
San Joaquin	San Joaquin	315 East Center Street	Manteca	CA	95336
San Luis Obispo	San Luis Obispo	1035 Palm Street	San Luis Obispo	CA	93408-2500
San Luis Obispo	San Luis Obispo	801 Grand Avenue	San Luis Obispo	CA	93408
San Luis Obispo	San Luis Obispo	1050 Monterey St	San Luis Obispo	CA	93408
San Luis Obispo	San Luis Obispo	901 Park Street	Paso Robles	CA	93446
San Mateo	San Mateo	400 County Center	Redwood City	CA	94063

County	Court	Address	City	State	Zip Code
San Mateo	San Mateo	500 County Center	Redwood City	CA	94063
San Mateo	San Mateo	1050 Mission Road	South San Francisco	CA	94080
San Mateo	San Mateo	800 North Humboldt Street	San Mateo	CA	94401
San Mateo	San Mateo	222 Paul Scannell Drive	San Mateo	CA	94402
Santa Barbara	Santa Barbara	1100 Anacapa Street	Santa Barbara	CA	93101
Santa Barbara	Santa Barbara	118 East Figueroa Street	Santa Barbara	CA	93101
Santa Barbara	Santa Barbara	312-C East Cook Street	Santa Maria	CA	93456
Santa Barbara	Santa Barbara	312-M East Cook Street, Bldg E	Santa Maria	CA	93454
Santa Barbara	Santa Barbara	4285 California	Santa Maria	CA	93454
Santa Barbara	Santa Barbara	115 Civic Center Plaza	Lompoc	CA	93436-6967
Santa Barbara	Santa Barbara	1745 Mission Drive	Solvang	CA	93463
Santa Clara	Santa Clara	270 Grant Avenue	Palo Alto	CA	94306
Santa Clara	Santa Clara	191 North First Street	San Jose	CA	95113
Santa Clara	Santa Clara	190 West Hedding Street	San Jose	CA	95110
Santa Clara	Santa Clara	840 Guadalupe Parkway	San Jose	CA	95110
Santa Clara	Santa Clara	1095 Homestead Road	Santa Clara	CA	95050
Santa Clara	Santa Clara	161 North First Street	San Jose	CA	95113
Santa Clara	Santa Clara	301 Diana Avenue	Morgan Hill	CA	95037
Santa Cruz	Santa Cruz	701 Ocean Street	Santa Cruz	CA	95060
Santa Cruz	Santa Cruz	1 Second Street	Watsonville	CA	95076
Shasta	Shasta	1500 Court Street	Redding	CA	96001
Shasta	Shasta	20509 Shasta Street	Burney		96013
Sierra	Sierra	100 Courthouse Square	Downieville	CA	95936
Siskiyou	Siskiyou	311 Fourth Street	Yreka	CA	96097
Siskiyou	Siskiyou	324 North Pine Street	Dorris	CA	96023
Solano	Solano	600 Union Avenue	Fairfield	CA	94533-5000
Solano	Solano	321 Tuolumne Street	Vallejo	CA	94590
Solano	Solano	530 Union Avenue	Fairfield	CA	94533
Solano	Solano	580 Texas Street	Fairfield	CA	94533
Sonoma	Sonoma	600 Administration Drive	Santa Rosa	CA	94503
Sonoma	Sonoma	3035 Cleveland Avenue	Santa Rosa	CA	95403
Sonoma	Sonoma	3055 Cleveland Avenue	Santa Rosa	CA	95403
Sonoma	Sonoma	7425 Rancho Los Guilicos Road	Santa Rosa	CA	95409

County	Court	Address	City	State	Zip Code
Stanislaus	Stanislaus	800 11th Street	Modesto	CA	95353
Stanislaus	Stanislaus	801 10th Street	Modesto	CA	95354
Stanislaus	Stanislaus	2260 Floyd Avenue	Modesto	CA	95355
Stanislaus	Stanislaus	2215 Blue Gum Avenue	Modesto	CA	95356
Stanislaus	Stanislaus	300 Starr Avenue	Turlock	CA	95380
Stanislaus	Stanislaus	1100 I Street	Modesto	CA	95354
Sutter	Sutter	1175 Civic Center Blvd	Yuba City	CA	95993
Tehama	Tehama	633 Washington St.	Red Bluff	CA	96080
Tehama	Tehama	445 Pine Street, 2nd Floor	Red Bluff	CA	96080
Tehama	Tehama	445 Pine Street, 1st Floor	Red Bluff	CA	96080
Tehama	Tehama	1740 Walnut Street	Red Bluff	CA	96080
Trinity	Trinity	11 Court Street	Weaverville	CA	96093
Trinity	Trinity	6641 B State Hwy 3	Hayfork	CA	96041
Tulare	Tulare	221 Mooney Blvd.	Visalia	CA	93291-4593
Tulare	Tulare	11200 Avenue 368	Visalia	CA	93291
Tulare	Tulare	640 South Alta Avenue	Dinuba	CA	93618
Tulare	Tulare	36650 Road 112	Visalia	CA	93291
Tulare	Tulare	3400 W. Mineral King Ave	Visalia	CA	93291
Tulare	Tulare	300 E Olive	Porterville	CA	93257
Tuolumne	Tuolumne	41 West Yaney Avenue	Sonora	CA	95370
Tuolumne	Tuolumne	60 North Washington Street	Sonora	CA	95370
Ventura	Ventura	800 South Victoria Avenue	Ventura	CA	93006-0001
Ventura	Ventura	3855-F Alamo Street	Simi Valley	CA	93063
Ventura	Ventura	4353 Vineyard Avenue	Oxnard	CA	93036
Yolo	Yolo	1000 Main Street	Woodland	CA	95695
Yuba	Yuba	215 Fifth Street	Marysville	CA	95901
San Francisco	Supreme Court	350 McAllister Street	San Francisco	CA	94102-4797
San Francisco	1st District Appellate	350 McAllister Street	San Francisco	CA	94102-3600
Los Angeles	2nd District Appellate (Division One, Two, Three, Four, Five, Seven, Eight)	300 South Spring Street	Los Angeles	CA	90013

County	Court	Address	City	State	Zip Code
Ventura	2nd District Appellate (Division Six)	200 East Santa Clara Street	Ventura	CA	93001
Sacramento	3rd District Appellate	914 Capitol Mall, 4th Floor	Sacramento	CA	95814
San Diego	4th District Appellate (Division One)	750 B Street, Suite 300	San Diego	CA	92101
Riverside	4th District Appellate (Division Two)	3389 Twelfth Street	Riverside	CA	92501
Orange	4th District Appellate (Division Three)	601 W. Santa Ana Blvd	Santa Ana	CA	92701
Fresno	5th District Appellate	2424 Ventura Street	Fresno	CA	93721
Santa Clara	6th District Appellate	333 West Santa Clara Street	San Jose	CA	95113
San Francisco	JUDICIAL COUNCIL (SF)	455 Golden Gate Avenue	San Francisco	CA	94102-3688
Sacramento	JUDICIAL COUNCIL (OGA)	770 L Street	Sacramento	CA	95814
Sacramento	JUDICIAL COUNCIL	2860 Gateway Oaks Drive, Suite 400	Sacramento	CA	95833-3509

Exhibit 2 - Pricing

System Soft

	Northern		Bay		Central		Southern	
	Senior Resource	Less-Senior Resource	Senior Resource	Less-Senior Resource	Senior Resource	Less-Senior Resource	Senior Resource	Less-Senior Resource
Agile Coach	$106.25	$89.25	$125.00	$105.00	$118.75	$99.75	$112.50	$94.50
Application Architect	$106.25	$85.00	$125.00	$100.00	$118.75	$95.00	$112.50	$90.00
Application Support Analyst	$76.50	$72.25	$90.00	$85.00	$85.50	$80.75	$81.00	$76.50
Application Tester	$68.00	$63.75	$80.00	$75.00	$76.00	$71.25	$72.00	$67.50
Back End Web Developer	$93.50	$80.75	$110.00	$95.00	$104.50	$90.25	$99.00	$85.50
Business Processing Re-engineering	$76.50	$63.75	$90.00	$75.00	$85.50	$71.25	$81.00	$67.50
Business Systems Analyst	$76.50	$68.00	$90.00	$80.00	$85.50	$76.00	$81.00	$72.00
Cloud Architect	$144.50	$119.00	$170.00	$140.00	$161.50	$133.00	$153.00	$126.00
Cloud Engineer	$106.25	$89.25	$125.00	$105.00	$118.75	$99.75	$112.50	$94.50
Content Designer	$76.50	$72.25	$90.00	$85.00	$85.50	$80.75	$81.00	$76.50
Content Strategist	$85.00	$68.00	$100.00	$80.00	$95.00	$76.00	$90.00	$72.00
Data Analyst	$76.50	$63.75	$90.00	$75.00	$85.50	$71.25	$81.00	$67.50
Data Engineer	$89.25	$72.25	$105.00	$85.00	$99.75	$80.75	$94.50	$76.50
Data Modeler	$80.75	$72.25	$95.00	$85.00	$90.25	$80.75	$85.50	$76.50
Data Scientist	$119.00	$110.50	$140.00	$130.00	$133.00	$123.50	$126.00	$117.00
Database Administrator	$89.25	$80.75	$105.00	$95.00	$99.75	$90.25	$94.50	$85.50
Delivery Manager	$80.75	$63.75	$95.00	$75.00	$90.25	$71.25	$85.50	$67.50
Desktop Support Technician	$55.25	$42.50	$65.00	$50.00	$61.75	$47.50	$58.50	$45.00
Enterprise Architect	$148.75	$131.75	$175.00	$155.00	$166.25	$147.25	$157.50	$139.50

Enterprise Content Management (ECM) Administrator	$72.25	$63.75	$85.00	$75.00	$80.75	$71.25	$76.50	$67.50
ETL Tool Developer	$76.50	$72.25	$90.00	$85.00	$85.50	$80.75	$81.00	$76.50
Front End Web Developer	$93.50	$80.75	$110.00	$95.00	$104.50	$90.25	$99.00	$85.50
Information Security Specialist	$106.25	$97.75	$125.00	$115.00	$118.75	$109.25	$112.50	$103.50
Infrastructure Engineer	$93.50	$89.25	$110.00	$105.00	$104.50	$99.75	$99.00	$94.50
Infrastructure Architect	$144.50	$123.25	$170.00	$145.00	$161.50	$137.75	$153.00	$130.50
Integrated Workplace Management System (IWMS) Analyst	$76.50	$63.75	$90.00	$75.00	$85.50	$71.25	$81.00	$67.50
IT Governance SME	$106.25	$85.00	$125.00	$100.00	$118.75	$95.00	$112.50	$90.00
IT Infrastructure SME	$102.00	$102.00	$120.00	$120.00	$114.00	$114.00	$108.00	$108.00
IT Program Manager	$93.50	$85.00	$110.00	$100.00	$104.50	$95.00	$99.00	$90.00
Network Administrator	$89.25	$80.75	$105.00	$95.00	$99.75	$90.25	$94.50	$85.50
Network Engineer	$97.75	$85.00	$115.00	$100.00	$109.25	$95.00	$103.50	$90.00
Programmer	$80.75	$68.00	$95.00	$80.00	$90.25	$76.00	$85.50	$72.00
Project Manager	$85.00	$68.00	$100.00	$80.00	$95.00	$76.00	$90.00	$72.00
Quality Assurance (QA) Analyst	$76.50	$59.50	$90.00	$70.00	$85.50	$66.50	$81.00	$63.00
Report Writer	$68.00	$55.25	$80.00	$65.00	$76.00	$61.75	$72.00	$58.50
SAP Basis Engineer	$102.00	$93.50	$120.00	$110.00	$114.00	$104.50	$108.00	$99.00
Security Analyst	$93.50	$80.75	$110.00	$95.00	$104.50	$90.25	$99.00	$85.50
Security Engineer	$123.25	$102.00	$145.00	$120.00	$137.75	$114.00	$130.50	$108.00
Senior Business Systems Analyst	$85.00	$72.25	$100.00	$85.00	$95.00	$80.75	$90.00	$76.50
Senior Project Manager	$106.25	$93.50	$125.00	$110.00	$118.75	$104.50	$112.50	$99.00
Senior Software Developer	$93.50	$80.75	$110.00	$95.00	$104.50	$90.25	$99.00	$85.50
Senior Technical Lead	$93.50	$85.00	$110.00	$100.00	$104.50	$95.00	$99.00	$90.00

Service Delivery Manager	$102.00	$89.25	$120.00	$105.00	$114.00	$99.75	$108.00	$94.50
Service Desk Analyst	$59.50	$46.75	$70.00	$55.00	$66.50	$52.25	$63.00	$49.50
Systems Administrator	$93.50	$76.50	$110.00	$90.00	$104.50	$85.50	$99.00	$81.00
Technical Analyst	$76.50	$59.50	$90.00	$70.00	$85.50	$66.50	$81.00	$63.00
Technical Lead	$89.25	$85.00	$105.00	$100.00	$99.75	$95.00	$94.50	$90.00
Technical Writer	$76.50	$59.50	$90.00	$70.00	$85.50	$66.50	$81.00	$63.00
Telecommunications Engineer	$106.25	$80.75	$125.00	$95.00	$118.75	$90.25	$112.50	$85.50
Trial Court Case Management System (CMS) Analyst	$93.50	$80.75	$110.00	$95.00	$104.50	$90.25	$99.00	$85.50
Trial Court Case Management System (CMS) Integrator	$114.75	$102.00	$135.00	$120.00	$128.25	$114.00	$121.50	$108.00
User Experience (UX) and Graphic Designer	$102.00	$85.00	$120.00	$100.00	$114.00	$95.00	$108.00	$90.00
User Researcher	$93.50	$85.00	$110.00	$100.00	$104.50	$95.00	$99.00	$90.00
Visual Designer	$80.75	$68.00	$95.00	$80.00	$90.25	$76.00	$85.50	$72.00
Senior Audio Visual Technician	$59.50	$56.95	$70.00	$67.00	$66.50	$63.65	$63.00	$60.30
Audio Visual Technician	$55.25	$51.00	$65.00	$60.00	$61.75	$57.00	$58.50	$54.00

EXHIBIT 3

JOB CLASSIFICATIONS AND DESCRIPTIONS

Job Classification	Job Description	Tools to be provided by contractor	Certifications Needed
Agile Coach	The Agile Coach transforms initiatives to deliver lasting change within agencies that focus on delivering value for citizens. Coaches may be required to work either: at the team level, working with teams to ensure that delivery teams within agencies are adopting agile methodology and performing effectively; at the portfolio or program level, to help agencies to establish the right processes for managing a portfolio of work in an agile way; at the organization level, to drive strategic change across the organization and ensure that adoption of agile techniques is embedded from the most senior levels of the organization; or across all levels to ensure that organizations adopt a pragmatic approach to the way in which they govern delivery and continuous improvement of digital services. Possesses knowledge and experience in raining the teams to write good user stories; prioritization of the work based on business value and handling of the tasks by the team;	Project Management tools	Disciplined Agile Coach (DAC) Certification

	and team member role training, time-boxing and providing strong metrics for all players.		
Application Architect	The Application 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.	Software Development Lifecycle tools Report generation tools Project Management tools Software Testing tools	
Application Support Analyst	The 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	Software Development Lifecycle tools Report generation tools Software Testing tools	

	operations and functionality of automated applications.		
Application Tester	The Application Tester writes test cases and test plans, executes test cases, investigates potential defects, logs defects, reports test results, organizes and participates in test plan walkthroughs, does functional and system integration testing, prepares traceability matrix to reflect test coverage, and prioritizes test requirements and organizes test cases accordingly.	Software Development Lifecycle tools Report generation tools Software Testing tools	
Audio Visual Technician	The Audio Visual Technician provides complex broadcast design, implementation and ongoing support and solutions for telecommunications, Audio Visual (AV), and video remote services. In coordination with other members of the team, assists with day to day duties in the broadcast, production, operations and administration of court taping, video, and communication operations. Assists in the maintenance, installation, and troubleshooting of broadcast and telecommunication equipment utilized. Leverages both local and cloud-based resources hosting these		

	systems. Coordinates and resolves technical issues related to video remote services.		
Back End Web Developer	The Back End Web Developer performs web development using open-source web programming languages (e.g., Ruby, Python) and frameworks (e.g., Django, Rails). Develops and consumes web-based, RESTful APIs. Works in team environments that use various methodologies (e.g., Scrum, Lean), author developer-friendly documentation (e.g., API documentation, deployment operations), and test-driven development techniques. Uses version control systems (e.g., Git and GitHub). Researches and learns new programming tools and techniques. Develops relational and non-relational database systems and develops scalable search technology (e.g. ElasticSearch, Solr) to handle large data sets. Works with open source solutions and community. Communicates technical concepts to a non-technical audience. Possesses knowledge and experience in translating technical work into user-		

	friendly visuals, programming skills HTML/CSS, security knowledge, session management, and knowledge in one of the following programming languages: PHP, ASP.NET, JavaScript, or Ruby on Rails.		
Business Processing Reengineering	The Business Process Reengineering develops and implements business process reengineering methods and techniques in order to improve operational efficiency and financial performance.	Project Management tools	
Business Systems Analyst	The Business Systems Analyst serves as a liaison between the business operations and the technical teams to develop and document business/functional requirements for IT solutions.	Project Management tools	
Cloud Architect	The Cloud Architect performs work involving cloud application designs and cloud approval plans and systems required to manage cloud storage. Leads the creation of a technology framework and provides technical leadership in support of initiatives in cloud computing and automation, with a focus on the design of systems and services that run on cloud platforms.		AWS Certified Solutions Architect Microsoft Azure Architect Technologies

Cloud Engineer	The Cloud Engineer designs, plans, manages, maintains, and supports any technological duties associated with cloud computing. Develops and implements cloud-applications, migrates existing on-premise applications to the cloud, and debugs cloud stacks.		AWS Certified DevOps Engineer AWS Certified SysOps Administrator Microsoft Azure Administrator
Content Designer	The Content Designer improves content creation efforts by leading the research & development of interactive and experiential storytelling for projects. Advises how to improve the ongoing iteration of content models. Collaborates with designers and other content strategists to improve how the effectiveness of digital, print, and other content is measured. Develops and maintains appropriate voice for produced content. Advises how to streamline content production and management solutions and processes based on user research. Assigns, edits, and produces content for products, services, and various projects. Plans and facilitates content strategy workshops and brainstorming sessions on developing content and content		

	services (including API development). Collaborates closely with developers and designers to create, test, and deploy effective content marketing experiences using various methods of software development. Offers educated recommendations on how to deliver a consistent, sustainable and standards-driven execution of content strategy across products, services, and projects. Collaborates with content managers, writers, information architects, interaction designers, developers, and content creators of all types.		
Content Strategist	The Content Strategist improves content creation efforts by leading the research and development of interactive and experiential storytelling for projects. Advises how to improve the ongoing iteration of content models. Collaborates with designers and other content strategists to improve how the effectiveness of digital, print, and other content is measured. Develops and maintains appropriate voice for produced content. Advises how to streamline content production and management solutions and processes based on user research. Assigns, edits, and produces		

	content for products, services, and various projects. Plans and facilitates content strategy workshops and brainstorming sessions on developing content and content services (including API development). Collaborates closely with developers and designers to create, test, and deploy effective content marketing experiences using various methods of software development. Offers educated recommendations on how to deliver a consistent, sustainable and standards-driven execution of content strategy across products, services, and projects.		
Data Analyst	The Data Analyst provides analysis, mining, and presentation of data to provide statistical, operational, auditing and other business insights with the purpose of understanding or making conclusions from the data for decision making purposes.		
Data Engineer	The Data Engineer is responsible for designing, developing and implementing the data pipeline used to support the creation of data warehouse, data marts and all related extraction, transformation and load of data functions in the company. Experience with industry ETL tools and techniques to data extracting is a must. After the groundwork has been		

	laid, tests their designs to ensure the system runs smoothly.		
Data Modeler	The 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.		
Data Scientist	The Data Scientist advises the business on potential data and provides new insights into the business mission through the use of advanced statistical analysis, data mining, and data visualization techniques to create solutions that enable enhanced business performance.		
Database Administrator	The Database Administrator (DBA) provides planning, development, implementation, and administration of systems for the acquisition, storage, and retrieval of data.		

Product Delivery Manager	The Delivery Manager establishes teams for successful delivery by removing obstacles (or blockers to progress), constantly helping the team to become more self-organizing, and enabling the work the team does rather than impose how it's done. Manages one or more projects, typically to deliver a specific product or transformation via a multi-disciplinary, high- skilled digital team. Defines project needs and feeds these into the portfolio/program process to enable resources to be appropriately allocated. Delivers projects and products using the appropriate project management methodology, learning and iterating frequently. Works with Product Manager to define the roadmap for any given product and translate this into user stories. Ensures all products are built to an appropriate level of quality for the stage (alpha/beta/production). Actively and openly shares knowledge of best practices.		
Desktop Support Technician	The Desktop Support Technician performs work involving receiving, responding, and deploying technical assistance on computers, peripheral equipment, application, local and wide	Remote Desktop tools Call tracking software	

	area networks. Assists with clients with hardware and software issues. Provides on-site or remote technical assistance including the setting up of computer hardware systems, installing and upgrading software, and troubleshooting basic IT issues.		
Enterprise Architect	The Enterprise Architect improves the current IT infrastructure, optimizes business operations, and sets the direction and approach for integrating information applications and programs. Responsible for cataloging, developing, coordinating, communicating, maintaining, and enforcing overall enterprise architecture models, representations, initiatives, capabilities, and components to adequately perform the organization's business and technology activities.		
Enterprise Content Management (ECM) Administrator	The Enterprise Content Management Administrator performs work involving the planning, development, implementation, and administration of systems to identity, classify, capture, index, store, retrieve, distribute, archive, and destroy electronic content.		
ETL Tool Developer	The ETL Tool Developer designs and creates the data warehouse and all		

	related extraction, transformation and load of data functions in the company. After the groundwork has been laid, tests their designs to ensure the system runs smoothly.		
Front End Web Developer	The Front End Web Developer performs front end web development using modern techniques and frameworks (e.g., HTML5, CSS3, CSS frameworks like LESS and SASS, Responsive Design, Bourbon, Twitter Bootstrap). Performs JavaScript development using modern standards, including strict mode compliance, modularization techniques and tools, and frameworks and libraries (e.g., jQuery, MV* frameworks such as Backbone.js and Ember.js, D3). Develops and consumes web-based RESTful APIs. Works in team environments that use various methodologies (e.g., Scrum, Lean). Uses version control systems (e.g., Git and GitHub). Ensures Section 508 Compliance. Researches and learns new programming tools and techniques. Work with open source solutions and community. Creates web layouts from static images and creates views and templates in full-stack frameworks like Rails, Express, or		

	Django. Presents completed HTML and CSS mobile and desktop mockups to clients, fixes front end related bug issues on existing client website and HTML prototypes, and updates and creates print media and internal graphics for the marketing department. Possesses expertise in several programming languages, such as HTML5, W3C, and CSS3.		
Information Security Specialist	The Information Security Specialist interprets information security policies, standards and other requirements as they relate to internal information system, and coordinates the implementation of these and other information security requirements. Redesigns and reengineers internal information handling processes so that information is appropriately protected from a wide variety of problems including unauthorized disclosure, unauthorized use, inappropriate modification, premature deletion, and unavailability.		

Infrastructure Engineer	The Infrastructure Engineer designs, builds, deploys, and maintains IT infrastructure using the latest technology. Ensures all the IT systems that support businesses of any size function efficiently. Manages the security of computer systems and inter-application information transfers. Ensures optimum uptime for complete network services and servers. Establishes models to maintain and configure entire desktop and mobile computers. Ensures sufficient network redundancy.	Automated Monitoring tools for servers, infrastructure and applications Secure Remote Access Management tools Job Scheduling tools Performance Monitoring tools Backup and Recovery tools Remote Management tools Patch Management tools Infrastructure Management tools	
Infrastructure Enterprise Architect	The Infrastructure Enterprise Architect consults on and performs complex and specialized work in the 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.		
Integrated Workplace Management System (IWMS) Analyst	The Integrated Workplace Management System (IWMS) Analyst implements system configuration changes and enhancements for new and existing modules. Changes include updating workflows, queries, portals,		

	GUIs, Report writer Crystal and BIRT, data migration and cleanup, project management, software configuration and customization, and security group settings to improve the system for the user community.		
IT Governance SME	The 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.		
IT Infrastructure SME	The IT Infrastructure Subject Matter Expert provides appropriate sourcing and subject matter expertise. Develops outlines of critical milestones required to support current outsourcing relationship. Identifies 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	Automated Monitoring tools for servers, infrastructure and applications Secure Remote Access Management tools Job Scheduling tools Performance Monitoring tools Backup and Recovery tools Remote Management tools Patch Management tools Infrastructure Management tools	

	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.		
IT Program Manager	The IT Program Manager is responsible for all aspects of a complex technology program including but not limited to: management of various project plans and scopes; budgets and expenditures; resource availability; coordination and liaising with business partners, 3rd party vendors and/or courts; budgetary and management reporting; and compliance with policies and procedures.	Project Management tools	
Network Administrator	The Network Administrator manages the daily operations of computer networks. Is in charge of overseeing digital security and performing maintenance to ensure that the system is operating at full capacity, including installing hardware and software when necessary.	Automated Monitoring tools for network devices and infrastructure Secure Remote Access Management tools Job Scheduling tools Performance Monitoring tools Infrastructure Management tools Network Configuration Management tools IP Management tools Firewall Security Management tools	CCNP Certification

Network Engineer	The Network Engineer performs development, implementation, administration and troubleshooting of a large Cisco-based enterprise network platform. Provides expert-level analysis, policy development, and decision-support regarding the planning, design, optimization, and evaluation of the network communications infrastructure and associated network services. Investigates and resolves difficult and complex support issues related to LAN/WAN infrastructure.	Automated Monitoring tools for network devices and infrastructure Secure Remote Access Management tools Job Scheduling tools Performance Monitoring tools Infrastructure Management tools Network Configuration Management tools IP Management tools Firewall Security Management tools	CCT/CCNA Certification
Programmer	The Programmer, in development of applications software, is responsible for analyzing and refining systems requirements. Translates systems requirements into applications prototypes. Plans and designs systems architecture. Writes, debugs, and maintains code. Determines and designs applications architecture and determines output media/formats. Designs user interfaces, working with customers to test applications. Assures software and systems quality and functionality. Integrates hardware and software components. Writes and maintains program documentation. Evaluates new applications software		

	technologies and ensures the rigorous application of information security/information assurance policies, principles and practices to the delivery of application software services.		
Project Manager	The Project Manager provides 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. Manages and resolves conflicts within groups.	Project Management tools	
Quality Assurance (QA) Analyst	The QA Analyst performs quality assurance tasks to ensure that system objectives are met and that solutions function as expected. Develops and supports the planning, design, and execution of test plans, test scripts, and process plans for projects. Works closely with various departments to perform and validate test cases based on quality requirements, and	Software Development Lifecycle tools Report generation tools Project Management tools Software Testing tools	

	recommends changes to predetermined quality guidelines. Ensures that the end product meets the minimum quality standards, is fully functional and user-friendly.		
Report Writer	The Report Writer provides development of customized reports from databases to extract and collect data according to the current needs. Versed in Business Intelligence report writing as well as executive dashboard reports.	Report generation tools	
SAP Basis Engineer	The SAP Basis Engineer provides technical support for SAP systems, which can include implementing standards and requirements, overseeing upgrades, establishing processes for monitoring performance, and system configuration, design, and application.		SAP Basis Certification
Security Analyst	The 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	Security Management tools Firewall Security Management tools	

	third level support to network related issues.		
Security Engineer	The Security Engineer serves as the security engineer of complex technology implementations in a product-centric environment, and is comfortable with bridging the gap between legacy development or operations teams and working toward a shared culture and vision. Works to ensure developers create the most secure systems while enhancing the privacy of all system users. Has experience with white-hat hacking and fundamental computer science concepts. Performs security audits, risk analysis, application-level vulnerability testing, and security code reviews. Develops and implements technical solutions to help mitigate security vulnerabilities. Conducts research to identify new attack vectors, and possess knowledge and experience in safeguarding sensitive data from cyber-attacks.	Security Management tools Firewall Security Management tools	
Senior Audio Visual Technician	The Senior Audio Visual Technician provides complex broadcast design, implementation and ongoing support and solutions for telecommunications,		

	Audio Visual (AV), and video remote services. Responsible for day to day duties in the broadcast, production, operations and administration of court taping, video, and communication operations. Responsible for the most complex maintenance, installation, and troubleshooting of broadcast and telecommunication equipment. Leverages both local and cloud-based resources hosting these systems.		
Senior Business Systems Analyst	The Senior Business Systems Analyst provides lead direction and work review of project staff and/or performs and coordinates complex and specialized work. Plans and conducts 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.	Project Management tools	
Senior Project Manager	The Senior Project Manager manages and oversees all aspects of the most complex IT projects to deliver an IT	Project Management tools	

	product, service or system. This includes but is not limited to managing both external and internal IT project teams, and interacting with department heads, agency secretaries at the user agency, State control agencies, and individuals of similar status and capacity in the private sector.		
Senior Software Developer	The Senior Software Developer performs work involving the design, development, modification, testing, securing, implementation, documentation and support of new or existing applications software. Modifies and maintains existing systems for adaptation to business and/or technology changes. Engages directly with IT management, development teams, technical delivery teams, and vendors to ensure the successful design, development, and delivery of technology-based solutions.		

Senior Technical Lead	The Senior Technical Lead ensures IT architectural integrity and functions as the interface between systems developers and IT project managers. Provides coordination, oversight and leadership for the analyses, planning, design, implementation, documentation, assessment, and management of IT architecture and infrastructure design framework to align IT approaches with an organization's mission, goals and business processes. Identifies potential improvements to enterprise architecture to meet organizational goals, and establishes and implements metrics for evaluating the accomplishments of enterprise architecture goals and objectives. Utilizes methods and approaches for sharing information through the use of IT assets, project management concepts, methods and practices, enterprise architecture concepts and principles, and multiple IT disciplines sufficient to develop major components of the enterprise architecture plan including strategic drivers, current and target architectures, the sequencing plan,	Automated Monitoring tools for servers, infrastructure and applications Secure Remote Access Management tools Job Scheduling tools Performance Monitoring tools Backup and Recovery tools Remote Management tools Patch Management tools Infrastructure Management tools	

	architectural segments and reference models and standards.		
Service Delivery Manager	The 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.	Outage Notification Tool Service Management Tool - Must include Change, Configuration, Incident, Problem and Release Management functions KPI/SLR Monitoring & Reporting	
Service Desk Analyst	The Service Desk Analyst receives and responds to requests for assistance over the phone in a tier 1 capacity. Helps users resolve issues with computer hardware or software. Responds to user inquiries, assess problems and issues with IT equipment and applications, and help resolve these issues for users. Works closely with other IT department personnel to	Account Management, Account Support Outage Notification Tool Service Management Tool - Must include Change, Configuration, Incident, Problem and Release Management functions KPI/SLR Monitoring & Reporting SPOC 800 dial number for support	

	provide assistance on tasks that are outside the scope of their knowledge or expertise.		
Systems Administrator	The System Administrator performs work involving the planning, development, implementation, and administration of systems for supporting production, development, testing and staging. Configures and maintains the networked computer system, including hardware, system software, and applications. Ensuring data is stored securely and backed up regularly. Diagnoses and resolves hardware, software, networking, and system issues when they arise. Replaces and upgrades defective or outdated components when necessary. Monitors system performance to ensure everything runs smoothly and securely. Researches and recommends new approaches to improve the networked computer system. Documents any processes which employees need to follow in order to successfully work within the computing system.	Automated Monitoring tools for servers, infrastructure and applications Secure Remote Access Management tools Job Scheduling tools Performance Monitoring tools Backup and Recovery tools Remote Management tools Patch Management tools Infrastructure Management tools	

Technical Analyst	The Technical Analyst provides technical project oversight and serve 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.	Automated Monitoring tools for servers, infrastructure and applications Secure Remote Access Management tools Job Scheduling tools Performance Monitoring tools Backup and Recovery tools Remote Management tools Patch Management tools Infrastructure Management tools	
Technical Lead	The Technical Lead develops reference models of the enterprise and maintain the information in the IT repository. Determines the gaps between the current and the target architecture and develop plans for transitioning to target architecture. Defines the policies and principles to guide technology decisions for the enterprise architecture. Identifies opportunities to improve enterprise-level systems to support business processes and utilize emerging technologies. Promote and educates customers and stakeholders on the use and value of the enterprise architecture. Provides enterprise architecture guidance, support and coordination to customers and IT project teams. Documents the enterprise architecture infrastructure,	Automated Monitoring tools for servers, infrastructure and applications Secure Remote Access Management tools Job Scheduling tools Performance Monitoring tools Backup and Recovery tools Remote Management tools Patch Management tools Infrastructure Management tools	

	including the business units and key processes, using modeling techniques. Ensures technical integration is achieved across the enterprise by participating in test planning, validation and reviews. Evaluates the impact of enterprise architecture products and services on IT investments, business operations, stakeholder satisfaction and other outcomes. Coordinates and conducts governance and portfolio management activities associated with ensuring compliance with the enterprise architecture. Ensures the rigorous application of information security/information assurance policies, principles and practices to all components of the enterprise architecture.		
Technical Writer	The Technical Writer develops, edits, and delivers technology specific documentation of existing and new applications. This may include procedure documentation, specification requirements documentation, QA documentation, user guide documentation, code review/formatting documentation, and other technical documentation as needed.		

Telecommunications Engineer	The Telecommunications Engineer performs work involving design, development, implementation, administration and troubleshooting of a large, Cisco-based enterprise telephony platform. Provides expert-level analysis, policy development, and decision-support regarding the planning, design, optimization, and evaluation of network communication infrastructure and associated network and telephony services.		
Trial Court Case Management System (CMS) Analyst	The Trial Court Case Management System (CMS) Analyst supports projects by performing the lead business analyst role for CMS which may include business process reengineering. Assists with maintaining interfaces, preparing business and technical requirements, functional design and providing training as needed. Tasks may include items such as gap analysis, configuration changes, creating searches and reports, as well as identifying data cleansing tasks.		
Trial Court Case Management System (CMS) Integrator	The Trial Court Case Management System (CMS) Integrator performs various tasks supporting the CMS application. These tasks include conducting health checks on the application, replicating and resolving		

	user issues, user management, capacity planning, interface configuration, security and applying case management system patches/updates.		
User Experience (UX) and Graphic Designer	The User Experience (UX) and Graphic Designer researches, plans, organizes, designs, and tests how information is presented to users to streamline their interaction with applications software and websites. Develops visual assets for application software and website user interface.		
User Researcher	The User Researcher conducts stakeholder interviews, user requirements analysis, task analysis, conceptual modeling, information architecture, interaction design, and usability testing. Designs and specifies user interfaces and information architecture. Leads participatory and iterative design activities, including observational studies, and other forms of requirements discovery. Produces user requirements specifications and experience goals, personas, storyboards, scenarios, flowcharts, design prototypes, and design specifications. Effectively communicates research findings, conceptual ideas, detailed design, and		

	design rationale and goals both verbally and visually. Plans and facilitates collaborative critiques and analysis and synthesis working sessions. Works closely with visual designers and development teams to ensure that customer goals are met and design specifications are delivered upon. Designs and develops primarily internet/web pages and applications. Develops proof-of-concepts and prototypes of easy-to-navigate user interfaces (UIs) that consists of web pages with graphics, icons, and color schemes that are visually appealing. Researches user needs as well as potential system enhancements. Codes, tests, debugs documents, and implements web applications using a variety of platforms. Plans, recruits, and facilitates the usability testing of a system. Analyzes and synthesizes the results of usability testing in order to provide recommendations for change to a system. Creates such artifacts as Usability Testing Plan, Testing Scripts, and Usability Testing Report. Monitors design performance and ensures compliance with guidelines.		

Visual Designer	The Visual Designer guides, mentors, and coaches team members while leading projects to successful completion. Develops and maintains relationships with key peers in Marketing, Branding, UX leaders, IT leaders, and others to identify and plan creative solutions. Manages external service resources and budgets for visual design. Ensures successful completion of all work executed by the team (on time, on budget, and ensuring quality). Ensures compliance with the project management methodologies and the Project Management Office processes and standards. Develops, maintains, and ensures compliance of application release management, outage management and change control processes and standards. Defines, creates, communicates, and manages resource plans and other required project documentation such as style guides and provides updates as necessary. Works with team members to solve problems through analysis of existing systems and processes. Works on full lifecycle projects from requirements gathering through design, implementation and rollout.		

	Works on highly interactive custom web and mobile front-ends as well as full desktop applications.		

EXHIBIT 4

TEMPLATE REQUEST FOR OFFER

This template Request For Offer Form consists of the following 9 pages.

[This Request for Offer Form may be updated from time to time by the Judicial Council in its reasonable discretion]

REQUEST FOR OFFER FORM (RFO)
Managed Services

(To Be Filled-in by Master Agreement Holder)

MASTER AGREEMENT CONTRACTOR'S NAME:	
MASTER AGREEMENT #:	
CANDIDATE'S NAME(S):	

Part 1 - Requirements

(To Be Filled-in by JBE)

RFO #:	

1. Classification(s) Requested:		
2. # of Positions of this Classification being Solicited by this RFO		
3. Project Title:		
4. Statement of Work to be performed:	Specific business requirements and high-level technical requirements: Service Level Requirements: Software/Hardware to be supported: Acceptance Criteria:	
5. Designated physical location and Region (i.e., "Home Base," if any, and whether any Work can be performed remotely (i.e., performing the Work at a specific physical location is not required):		
6. Travel	**Will Travel of key personnel to a physical location that is away from Home Base be required to perform the Work outlined?**	Will/Will not be required
	Estimated Percentage of Time key personnel will be required to travel:	%

	Anticipated travel destinations:		
	Estimated total amount for reimbursable travel:		$
7. Equipment Requirements	**Will candidate be required to provide a mobile phone for project purposes?**		Yes/No
	Will candidate be required to provide laptop and software necessary to perform tasks and deliverables?		Yes/No
	*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 Contractor. Required laptop software includes Adobe Acrobat Reader, WinZip 14.5 or newer, and Microsoft Word, Excel, Project and Visio 2010 or newer.		
8. Duration of Assignment:	**Start Date of Assignment:**		
	Term (including any Option Terms):		**Maximum Hours Per Term**
	RFO Initial Term :	xx/xx/xxxx – xx/xx/xxxx	
	RFO 1st Option Term:	xx/xx/xxxx – xx/xx/xxxx	
	RFO 2nd Option Term:	xx/xx/xxxx – xx/xx/xxxx	
9. Clarification of RFO:	**Due Date and Time for Clarifying Questions to be Submitted to:**		x:00pm Pacific xx/xx/xxxx
	Estimated Date JBE will e-mail responses to clarifying questions to prospective proposers:		xx/xx/xxxx
10. Electronic offer due date and time :			x:00pm Pacific xx/xx/xxxx Only written offers will be accepted. No late offer will be accepted.
11. Deliver electronic copy of RFO offer to:			**[JBE to provide email address or electronic destination)**
12. Interview of top-rank candidates to discuss offer:	**Estimated Interview Window Timeframe for Top-Rated Candidates:**		xx/xx/xxxx – xx/xx/xxxx
	Interview Location:		Initial phone interviews may be conducted. Final interviews will be online or at the JBE location.

13. Minimum Job-Specific Skills/Qualifications Required for each Classification *(in order of relative importance)*:

-

14. Additional Skills/Qualifications Desired for each Classification:

-

15. Evaluation Criteria for this RFO		
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. *(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.)*	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.	20
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.	40

16. Tasks and Responsibilities to be Performed

Task No.	Description of Tasks and Responsibilities for each Classification
1	
2	
3	
4	
5	
6	
7	
8	

17. Deliverables To Be Provided for RFO Initial Term (for each Classification)

Term	No.	Description of Deliverable	Due Date	Hours
Initial Term	1			
Initial Term	2			
Initial Term	3			
Initial Term	4			
Initial Term	5			
Initial Term	6			
Initial Term	7			
Initial Term	8			
Initial Term	9			
Initial Term	10			
Initial Term	11			
Initial Term	12			

18. Deliverables To Be Provided for 1st Option Term (for each Classification)

Term	No.	Description of Deliverable	Due Date	Hours
1st Option Term	13			
1st Option Term	14			
1st Option Term	15			
1st Option Term	16			
1st Option Term	17			
1st Option Term	18			
1st Option Term	19			

Term	No.	Description of Deliverable	Due Date	Hours
1st Option Term	20			
1st Option Term	21			
1st Option Term	22			
1st Option Term	23			
1st Option Term	24			

19. Deliverables To Be Provided for 2nd Option Term (for each Classification)

Term	No.	Description of Deliverable	Due Date	Hours
2nd Option Term	25			
2nd Option Term	26			
2nd Option Term	27			
2nd Option Term	28			
2nd Option Term	29			
2nd Option Term	30			
2nd Option Term	31			
2nd Option Term	32			
2nd Option Term	33			
2nd Option Term	34			
2nd Option Term	35			
2nd Option Term	36			

20. Additional Requirements:

End of Request for Offer Form Part 1

Part 2 – Proposed Candidate Qualifications

(To Be Filled-in by Proposer)

****Proposer shall submit separate completed and signed Part 2 for each proposed Candidate and Classification****
DO NOT SUBMIT PARTS 1 AND 2 WITH PART 3

MASTER AGREEMENT CONTRACTOR'S NAME:	
MASTER AGREEMENT #:	
CANDIDATE'S FULL NAME:	
RF0 #:	*[To be filled in by JBE]*

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: (Thoroughly and completely 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 JBE may check with the references provided.)

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 Initial Term and all Option Terms: (Proposer to include a statement of proposed candidate's availability during the Initial Term and all Option Terms for the project, including the ability to fulfill the hours specified in the Deliverables To Be Provided for Initial Term, and any subsequent Option Term, of the RFO Part I. The statement must include a disclosure of any other JBE or non-JBE 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 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. As applicable, 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.) For Work that does not require onsite presence (i.e., can be performed remotely, proximity to the Home Base may be less important.
E. Candidate's right to work for the duration of the project including Initial Term and all Option Terms: (Proposer to include a statement regarding candidate's 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 Request for Offer Form Part 2

REQUEST FOR OFFER FORM (RFO)

Managed Services

Part 3 – Proposed Costs

(To Be Filled-in by Proposer)

****Proposer shall submit separate completed and signed Part 3 for each proposed Candidate and Classification****

DO NOT SUBMIT PART 3 WITH PARTS 1 AND 2

MASTER AGREEMENT CONTRACTOR'S NAME:	
MASTER AGREEMENT #:	
CANDIDATE'S FULL NAME:	
RFO #:	*[To be filled in by JBE]*

1. Reasonableness of Cost Projections

A. Is candidate an employee of proposer? Fill-in "Yes" or "No" in the box at right. If answer is "No" please provide the company name of the subcontractor in the box below labeled "B"	Yes / No

Table 1

		RFO Initial Term	RFO Option Year 1	RFO Option Year 2
		Amount	**Amount**	**Amount**
Hourly Rate for Classification - (insert a row for each Classification)				

Subcontractor

B. If candidate is NOT an employee of Proposer, indicate name of the subcontracted company / firm as applicable.	Subcontracted company / firm's name

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

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

3. Proposer's Signature

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

End of Request for Offer Form Part 3

Exhibit 5
Approved Subcontractors

In accordance with Appendix C, Section 8, Assignment and Subcontracting, the following subcontractors are approved as set forth in this exhibit.

Contractor shall be the sole point of contact with subcontractors under this Agreement or any Participating Addendum, and Contractor shall be solely responsible for subcontractors, including, without limitation, payment of any and all charges resulting from any subcontract, and the acts and omissions of any persons directly or indirectly employed by the subcontractor.

Contractor shall have written agreement(s) with each of the subcontractor(s) listed below. The subcontractor(s) agrees to comply with, perform, and be subject to the terms of this Agreement, Participating Addendum(s) and Request for Offer(s).

Contractor's identified Subcontractor's:

IT SPECS LLC
Tennyson S Wilson lll
4267 Spectrum
Irvine CA 92618
949-491-2889
tennyson@itspecsllc.com