ATTACHMENT 2
Contract Terms and Conditions

1. The terms and conditions that will be part of the contract for the services described in this RFP are contained in the attached General Provisions – Information Technology (GSPD-401IT-CMAS), Schedule 1 to this Attachment 2, except as follows:

Article 30, Required Payment Date:

Replace the text to read as follows:

> The State will endeavor to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of deliverables or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

Article 38, Protection of Proprietary Software and Other Proprietary Data, Section a):

Replace "the California Public Records Act" to "California Rule of Court 10.500", so that the Section reads as follows:

> The State agrees that all material appropriately marked or identified in writing as proprietary, and furnished hereunder are provided for State's exclusive use for the purposes of this Contract only. All such proprietary data shall remain the property of the Contractor. State agrees to take all reasonable steps to insure that such proprietary data are not disclosed to others, without prior written consent of the Contractor, subject to California Rule of Court 10.500.

Article 41, Disputes:

Replace the text to read as follows:

a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Contractor shall submit to the AOC's Business Services Manager or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract, unless the State, on its own initiative, has already rendered such a final decision. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. If the Contractor is not satisfied with the decision of the AOC's Business Services Manager or designee, the Contractor may appeal the decision to the AOC's Director of Finance.

b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions. Contractor's failure to diligently proceed in accordance with the State's instructions shall be considered a material breach of this Contract.

ATTACHMENT 2
Contract Terms and Conditions

---

    c)   Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the AOC's Business Services Manager or designee or the AOC's Director of Finance if an appeal was made. If the State fails to render a final decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later..

2. If any portion of the work is performed on a time and materials, reimbursable basis, the terms and conditions of Schedule 2 of this Attachment 2 shall apply.

3. If the proposer has a signed CMAS agreement that uses GSPD-401IT-CMAS, they can propose to use those terms and conditions; however, the exceptions noted above must still apply.

END OF ATTACHMENT