

JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS  
**STANDARD AGREEMENT COVERSHEET** rev 04-10

**For Security Screening Equipment and Maintenance Services**

AGREEMENT NUMBER <b>[Agreement Number]</b>
FEDERAL EMPLOYER ID NUMBER <b>[Fed. Employer ID Number]</b>

- In this agreement (the “Agreement”), the term “Contractor” refers to **[Contractor name]**, and the term “AOC” refers to the Judicial Council of California, Administrative Office of the Courts.
- This Agreement becomes effective as of **[Date]** (the “Effective Date”) and expires on **[Date]**.
- The title of this Agreement is: **Master Agreement for Statewide Security Screening Equipment and Maintenance Services**  
 [The title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of the Agreement.]
- The parties agree to the terms and conditions of this Agreement and acknowledge that this Agreement (made up of this coversheet, the following exhibits, and any attachments) contains the parties’ entire understanding related to the subject matter of this Agreement.

AOC’S SIGNATURE	CONTRACTOR’S SIGNATURE
<b>Judicial Council of California, Administrative Office of the Courts</b>	CONTRACTOR’S NAME <i>(if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.)</i> <b>[Contractor name]</b>
BY <i>(Authorized Signature)</i> 	BY <i>(Authorized Signature)</i> 
PRINTED NAME AND TITLE OF PERSON SIGNING <b>[Name and title]</b>	PRINTED NAME AND TITLE OF PERSON SIGNING <b>[Name and title]</b>
ADDRESS <b>Attn: Business Services Unit 455 Golden Gate Avenue San Francisco, CA 94102</b>	ADDRESS <b>[Contractor Address; include addressee]</b>

**Administrative Office of the Courts Use Only**

<b>Agreement Number</b>	<b>[Agreement Number]</b>
<b>Contractor Name</b>	<b>[Contractor Name]</b>

<b>Fund Title</b>	<b>Program/Category</b>	<b>Item</b>	<b>Chapter</b>	<b>Statute</b>	<b>Fiscal Year</b>	<b>Object of Expenditure</b>	<b>Amount</b>
Amount Encumbered by this Document:			Prior Amount Encumbered for this Contract:			Total Amount Encumbered to Date:	
\$N/A			\$N/A			\$N/A	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period of the expenditure stated above.							
SIGNATURE OF ACCOUNTING OFFICER						DATE	
							

## **ATTACHMENT 4**

### **MASTER AGREEMENT GENERAL CONDITIONS**

This Master Agreement for Statewide Security Screening Equipment and Maintenance Services (“Master Agreement”) is entered into between \_\_\_\_\_ (“Contractor”) and the Administrative Office of the Courts, the staff agency to the Judicial Council of California (“AOC”).

Contractor and the AOC agree as follows:

1. **PURPOSE:** The purpose of this Master Agreement is to set forth the terms and conditions that apply to Contractor’s furnishing security screening equipment and providing maintenance, support and training services as requested in RFP No. FIN-1010SSE and as further described in Schedule 1-Description and Price of Products and Services to the AOC and other members of the Purchasing Group. The “Purchasing Group” includes the AOC, the superior courts, the appellate courts including the Supreme Court of California (each of which may be individually referred to as a “member of the Purchasing Group” or “Purchasing Group member.”
2. **TERM:** The initial term of this Master Agreement is two (2) years, commencing on the Effective Date set forth on the Standard Agreement Coversheet with three (3) one-year options to extend the term, which option(s) may be exercised individually or collectively by the AOC in its sole discretion any time prior to the expiration of the initial term or any option term. If the AOC elects to extend the term of this Master Agreement, the AOC may negotiate price adjustments applicable during the option period(s) and any agreed-upon price adjustments will be set forth in a written amendment to this Master Agreement. Any agreed-upon price adjustment (whether an increase or decrease in price) may not exceed during any one-year option period the previous 12 months’ change in the Los Angeles Area Consumer Price Index as published by the U.S. Bureau of Labor Statistics.
3. **OBLIGATION:** This Master Agreement does not obligate the AOC or any other member of the Purchasing Group to place any orders under this Master Agreement and it does not guarantee Contractor a specific volume of orders under this Master Agreement. Contractor is obligated to furnish security screening equipment and provide maintenance, support and training services to members of the Purchasing Group at prices that are at least as low as those charged by Contractor for substantially comparable security screening equipment and services under its contracts with other customers that are governmental entities or agencies, whether local, state or federal (“Government Contracts”). If Contractor enters into a Government Contract to furnish security screening equipment or services that are substantially comparable to the security screening

equipment or services under this Agreement and the prices charged under such Government Contract are lower than those charged under this Agreement, Contractor must immediately (a) provide written notice to the AOC of such lower pricing, and (b) offer to the AOC and the other Purchasing Group members such lower pricing. At the request of the AOC, and no more often than once in a 12-month period, an officer of Contractor must certify in writing and warrant to the AOC that the prices paid by Purchasing Group members under this Agreement are the same or lower than prices paid under other Government Contracts for substantially comparable security screening equipment and services. Any price adjustment will be set forth in a written amendment to this Master Agreement.

4. **RELATIONSHIP OF PARTIES:** The AOC has the authority to enter into master agreements for goods and services for it and on behalf of the other Purchasing Group members who are, and are intended to be, third party beneficiaries of this Master Agreement. Individual members of the Purchasing Group may elect to utilize this Master Agreement by placing orders, as set forth herein, in which case the terms and conditions of this Master Agreement govern such orders.
  
5. **SCOPE OF WORK AND PRICES:**
  - (a) Contractor must provide security screening equipment, training, and installation and maintenance services (collectively referred to as “Work”) pursuant to the terms and conditions of this Master Agreement. The descriptions and prices for the Work are set forth in Schedule 1-Description and Price of Products and Services to this Master Agreement. Contractor must perform and complete all Work in compliance with the requirements of this Master Agreement and to the satisfaction of the Purchasing Group member placing the order for Work.
  
  - (b) Contractor’s prices set forth in Schedule 1-Description and Price of Products and Services to this Master Agreement, are inclusive of all expenses, charges and costs (except applicable State of California or local sales or use taxes on the products provided or services performed), including but not limited to, shipping and handling, cost of labor, materials, licenses, overhead, profits, all travel and other costs or expenses related or incidental to the Work provided or performed by Contractor under this Master Agreement, including specifically five (5) years of continuous on-site maintenance service and support as described in paragraph 5(d) below. Contractor understands it is not entitled to any reimbursement and will not be reimbursed for travel expenses or time spent traveling associated with installation, maintenance, training, or any other aspect of the Work, including any Work under manufacturer’s warranty or any Work subject to the continuous on-site maintenance service and support as described in paragraph 5(d) below, and acknowledges all such expenses, charges and costs are reflected in the prices set forth in Schedule 1-Description and Price of Products and Services.

(c) All Work ordered by Purchasing Group members that requires installation of security screening equipment must be completely installed and tested for functionality by Contractor. Installation and testing will be completed as set forth in the ordering document or as otherwise required of Contractor pursuant to paragraph 6(e). All costs and expenses for installation and testing for products are included in the prices set forth in Schedule 1-Description and Price of Products and Services.

(d) Five (5) years of continuous on-site maintenance service and support are included in the unit prices for each of the products set forth in Schedule 1-Description and Price of Products and Services to this Master Agreement. Such on-site maintenance service and support are more particularly described in Schedule 1 and are in addition to, and not in substitution of, any manufacturer's warranty that may apply to any security screening equipment comprising the Work.

(e) Four (4) hours of on-site training as well as all training manuals and operational manuals required for the training or related to the product are included in the unit price for each product set forth in Schedule 1-Description and Price of Products and Services. If a Purchasing Group member elects to purchase additional hours of training beyond the four (4) hours that are included in each of the unit prices for products, then Contractor must provide the additional hours of training together with manuals required for the training at the price for additional hours of training set forth in Schedule 1-Description and Price of Products and Services.

(f) Contractor must maintain access to a stock of products sufficient to ensure prompt delivery of orders for Work placed by members of the Purchasing Group. In addition, Contractor must at all times maintain access to a supply of spare parts that is sufficient to enable Contractor to expeditiously perform any on-site maintenance and support (as described in paragraph 5(d) above) to any Purchasing Group member requesting the same. Failure to maintain access to a sufficient stock of product or spare parts will be deemed a material breach of this Agreement.

(g) If requested by a Purchasing Group member when placing an order for Work, Contractor must also remove, transport, and dispose of any x-ray or similar system that is being replaced by Contractor's product, regardless of whether the x-ray system being replaced was or was not originally purchased from or installed by Contractor. Such removal, transportation and disposal service must be (1) in strict accordance with all applicable federal, state and local laws, rules and regulations and (2) consistent with environmental, health and safety best practices in the industry. Contractor must provide such removal, transportation and disposal service at the price set forth in Schedule 1-Description and Price of Products and Services.

6. ORDERING:

(a) Purchasing Group members may place individual orders for security screening equipment, training, installation and on-site maintenance services that are components of the Work pursuant to this Master Agreement. An individual Purchasing Group member will place an order by issuing a Purchase Order to Contractor. A “Purchase Order” is defined as an ordering document used by a Purchasing Group member to place an order for Work under this Master Agreement. The form and format of the Purchase Order may vary. The terms and conditions of this Master Agreement No. \_\_\_\_\_ are applicable to all Purchase Orders, regardless of the form and format of ordering document and regardless of whether the Purchase Order references this Master Agreement or contains different or additional terms. In the event of a conflict or discrepancy between the Master Agreement and an individual Purchase Order, the terms and conditions of this Master Agreement will control. The Purchasing Group member placing the Purchase Order will be responsible for receipt and acceptance of any Work ordered and payment pursuant to the terms and conditions set forth in this Master Agreement.

(b) A Purchase Order placed by a Purchasing Group member constitutes and will be construed as a separate independent contract between Contractor and such Purchasing Group member for purchase and payment of the Work, subject to the following limitation. Any additional or supplemental terms contained in the Purchase Order or in any invoice or confirmation of the Purchase Order that conflict with or materially alter any term or condition of this Master Agreement as it relates to a Purchase Order will not be deemed part of such contract.

(c) The individual Purchasing Group member will be responsible for the receipt and acceptance of all Work that the Purchasing Group member orders from Contractor and the individual Purchasing Group member will be responsible for payment pursuant to the terms and conditions set forth in this Master Agreement.

(d) Each Purchasing Group member placing a Purchase Order will include the name of a Purchasing Group member contact person in the Purchase Order (“Purchase Order Project Manager”). If the Purchasing Group member placing a Purchase Order is the AOC, the Purchase Order Project Manager for the AOC is the AOC Project Manager (as set forth in paragraph 27). Contractor must contact the Purchase Order Project Manager for the Purchasing Group member regarding questions on any Purchase Order or payment status of any Purchase Order.

(e) Prior to a Purchasing Group member issuing a Purchase Order to Contractor, the Purchasing Group member will endeavor to confirm with Contractor the delivery, installation and testing dates for product and training dates so that these dates may be included on the Purchase Order that is issued to Contractor. After a Purchase Order has been issued to Contractor by a Purchasing Group member, Contractor must provide the

Purchasing Group member with an immediate acknowledgement of the Purchase Order. The acknowledgement must be submitted by facsimile or e-mail, regardless of what method is used to place the order, and must include: the products and services ordered delivery, installation and testing dates (if such delivery, installation and testing dates are known at the time the order is placed) and Contractor contact information. The Purchase Order is not binding until Contractor provides acknowledgement of the order, including the products and services ordered, delivery, installation and testing dates (if such dates are included in the Purchase Order), and Contractor contact information, to the Purchasing Group member placing the order. Regardless whether a Purchase Order contains delivery, installation and testing dates, it is the obligation of Contractor to confirm or reconfirm, as applicable, such dates with the Purchasing Group member that placed the order before Contractor proceeds with such delivery, installation or testing. Contractor understands and acknowledges that a Purchasing Group member may not know the delivery, installation and testing dates at the time an order is placed. Contractor further understands and acknowledges that even if a Purchase Order includes such dates, a change in circumstances beyond the reasonable control of the Purchasing Group member may require the Purchasing Group member to change the delivery, installation and/or testing dates at no extra cost to the Purchasing Group member. The time and place of delivery, installation and testing must be acceptable to the Purchasing Group member.

(f) Contractor must maintain a toll-free telephone number for inquiries and customer service, including requests for on-site maintenance service and support (as described in paragraph 5(d) above).

7. **PACKAGING:** All products must be delivered in the manufacturer's standard package. Prices include all packing and/or crating charges. Cases must be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents.

8. **DELIVERY AND PACKING SLIPS:**

(a) Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Group member's Purchase Order number. Each shipment must include a packing slip showing: the Purchase Order number; the ordering date; ordering department, if appropriate; "ship to" location; item number; product description; quantity shipped; and, for backordered items, the expected ship date. Any itemized packing slip bearing the Purchase Order must remain with the goods at the time of delivery to insure its receipt.

(b) Shipping and delivery costs are included in the prices for the Work set forth in Schedule 1-Description and Price of Products and Services.

(c) Time is of the essence for delivery of product and any other performance required of Contractor. Delivery of product must be in accordance with the instructions included at

the time the order is placed. All deliveries must be made F.O.B. (free on board) destination as freight pre-paid. Regardless whether specific delivery instructions are provided at the time the order is placed and noted on the Purchase Order, Contractor is responsible for confirming or re-confirming, as applicable, with the Purchasing Group member all details relevant to delivery, installation and testing so that the time and place of delivery, installation and testing are acceptable to the Purchasing Group member. Purchasing Group members may not have a loading dock to accept deliveries. Contractors should assume that all deliveries will be inside deliveries to a specific location in the interior of a building as designated by a representative of the Purchasing Group member placing the order. No charge for shipping, delivery (regardless whether delivery is to a loading dock or to a location inside a building), drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or any other purpose will be incurred or paid by the Purchasing Group member.

(d) Any damage to the Purchasing Group member's premises or property, including but not limited to building interior, walls, freight elevator, etc., which was sustained during the delivery of products or performance of any services by Contractor, are the sole responsibility of Contractor. If damage does occur, Contractor must immediately notify the Purchasing Group member.

9. **RISK OF LOSS:** Contractor bears the risk of loss or damage to the ordered products until Contractor delivers the products as indicated on the Purchase Order or otherwise designated by the Purchasing Group member under paragraph 6(e) or 8(c) above.

10. **INSPECTION AND ACCEPTANCE:**

(a) Despite any prior inspection or payments, all products and services provided under this Master Agreement are subject to final inspection and acceptance or rejection by the Purchasing Group member at any time within thirty (30) days after delivery and installation. All items which are not in compliance with specifications, which are not as warranted, or which are shipped late, shipped in excess or insufficient quantities, or substituted for items ordered under this Master Agreement may be rejected in whole or in part by the Purchasing Group member and returned at Contractor's expense and risk. Payment does constitute an acceptance of noncompliant products or services, or impair the Purchasing Group member's right to any of its remedies.

(b) A designated representative of the Purchasing Group member will review any completed repairs or maintenance service and approve by signing Contractor's service report. The designated representative must then be given a copy of this approved Contractor's service report.

11. **REPLACEMENT RETURN POLICY:** Contractor must arrange for the return of all misordered, misshipped, returned, or damaged items at no cost to the Purchasing Group member. There will be no restocking fee for returns of items that are damaged or shipped

by Contractor in error. Contractor must not charge and the Purchasing Group member will not pay for the return of any misordered, misshipped or damaged items.

12. DISPUTE RESOLUTION:

(a) Informal Resolution:

1. Contractor and the AOC or, as applicable, Contractor and a Purchasing Group member other than the AOC will attempt, in good faith, to resolve informally any disputes under this Master Agreement or a Purchase Order. If the dispute involves this Master Agreement, Contractor must meet with the AOC Contract Manager to discuss the matter and any actions necessary to resolve the dispute informally. If the dispute involves a Purchase Order, Contractor must meet with the Purchase Order Project Manager of the Purchasing Group member to discuss the matter and any actions necessary to resolve the dispute informally.

2. If the Purchase Order Project Manager for a Purchasing Group member other than the AOC and Contractor are unable to resolve a Purchase Order dispute pursuant to paragraph 12(a)(1), then the Finance Director (or equivalent) of the Purchasing Group member and Contractor will meet to discuss the matter and any actions necessary to resolve the dispute informally.

3. If a Purchasing Group member other than the AOC is one of the parties to the dispute, Contractor must inform the AOC Project Manager and AOC Contract Manager of the dispute with the Purchasing Group member and any planned meetings between Contractor and the designated representative of the Purchasing Group member (whether the designated representative is the Purchase Order Project Manager or the Finance Director, or equivalent), and provide the AOC Contract Manager an opportunity to attend any such meetings.

(b) Escalation:

1. If the dispute is not resolved informally by meeting pursuant to paragraph 12(a)(1) for a dispute under this Master Agreement or pursuant to paragraphs 12(a)(1) and 12(a)(2) for a dispute under a Purchase Order, then either party to the dispute may issue a written notice of dispute to the other party to the dispute. Following the issue of such notice, each party's designated representative will meet to exchange information and attempt resolution within fifteen (15) days of receipt of such notice. If a Purchasing Group member other than the AOC is a party to the dispute, Contractor must also provide a copy of such notice to the AOC Contract Manager.

2. If the matter is not resolved as set forth in paragraph 12(b)(1), the aggrieved party will submit a second written notice to the other party to the

dispute which will: (i) provide detailed factual information; (ii) identify the specific provisions in the Master Agreement or Purchase Order, as applicable, on which any demand is based; (iii) advise if the demand involves a cost adjustment and, if so, provide the exact amount, accompanied by all supporting records; and (iv) attach a declaration that the demand is made in good faith, the supporting data are accurate and complete, and the amount requested properly reflects the necessary adjustment. Notice must be signed by an authorized representative of the aggrieved party. If the aggrieved party is a Purchasing Group member other than the AOC, the Chief Executive Officer or another member of the executive management team will submit the second written notice to Contractor. If the aggrieved party is the AOC, the AOC Business Services Manager will submit the second written notice to Contractor. If a Purchasing Group member other than the AOC is a party to the dispute, Contractor must submit the second written notice to the Chief Executive Officer of the Purchasing Group member and also provide a copy of such second notice to the AOC Contract Manager.

3. Each party to the dispute will comply with reasonable requests for additional information. Any additional information will be provided to the requesting party within fifteen (15) days after receipt of a written request from the requesting party, unless otherwise agreed.

(c) Confidentiality During Dispute Resolution: All dispute resolution negotiations are considered confidential, and will be treated as compromise and settlement negotiations, to which California Evidence Code section 1152 applies.

(d) Performance During Dispute Resolution: Pending final resolution of any dispute, Contractor agrees to proceed diligently with the performance of the Work, including any Work under dispute, unless otherwise directed. Contractor's failure to diligently proceed with the Work will be considered a material breach of the Master Agreement.

13. FORCE MAJEURE:

(a) Force Majeure events include, but are not limited to:

1. catastrophic acts of nature, or public enemy;
2. civil disorder;
3. fire or other casualty for which a party is not responsible; and
4. quarantine or epidemic.

The party asserting a Force Majeure event will immediately provide written notice to the other party of the occurrence and nature of the Force Majeure event, and its expected impact on schedule. The party claiming Force Majeure will use best efforts to continue or resume performance, including alternate sources or means. Contractor has no right to additional payment for costs incurred as a result of a Force Majeure event.

(b) Any assertion of a Force Majeure event by Contractor's subcontractors will be attributed to Contractor.

14. **PRODUCT AND SERVICES WARRANTIES:**

(a) Contractor warrants that all products provided under this Master Agreement are new and will perform to the manufacturer's specifications and Contractor further warrants against defects in material and workmanship and that Contractor will expeditiously provide on-site maintenance service and support (as described in paragraph 5(d) above) to correct or repair any operational deficiencies in the products for a period of five (5) years following acceptance by the Purchasing Group member. In addition, Contractor warrants it will pass through all manufacturer-supplied end-user warranties to the Purchasing Group member on all products provided under this Master Agreement.

(b) Contractor further warrants that all services will be rendered in a good and workmanlike manner by skilled personnel in compliance with all applicable laws, regulations, and industry standards.

(c) Contractor further warrants that it has obtained from the manufacturers of all products provided under this Master Agreement, and has the authority to and will assign or pass through to the purchaser of such products, the following representations and warranties: that the manufacturers will, at their own expense, defend, indemnify and hold harmless Contractor and each Purchasing Group member from and against any claim, charge, demand, proceeding, suit, liability, loss, cost, expense, order, decree, attorneys fees, court costs, trial or appeal and judgments, including damages of any kind, resulting from, arising out of or in connection with any actual or claimed: (a) personal injury (including death), property damage or loss of any nature whatsoever alleged to have occurred as a result of the use of any of the products covered by this Master Agreement, (b) defect in material, workmanship or design or (c) infringement of any patent, trademark, trade secret, or copyright by any of the products provided under this Master Agreement.

15. **INVOICES, PAYMENT AND SETOFF:** A member of the Purchasing Group placing a Purchase Order under this Master Agreement has no obligation to pay for any Work until acceptance of the Work and receipt of one original and two copies of a correct invoice. The Purchasing Group members will not make any advance payments for any Work. The invoice must be sent to the address shown on the Purchase Order. Each invoice must be printed on Contractor's standard printed bill form, and must include at a minimum (a) the Purchase Order number, (b) Contractor's name and address, (c) the nature of the invoiced charge, (d) the description of Work provided, (e) the per unit amount charged, if applicable, (f) the extended price, with taxes itemized separately, (g) each item comprising the Work designated on the invoice as taxable or nontaxable and all tax must be included as a separate line item on Contractor's invoice. Payment is due Net 45 from

date of receipt of a Purchasing Group member's invoice unless otherwise indicated on the Purchase Order. Amounts owed to a member of the Purchasing Group due to rejection of all or a portion of the Work or discrepancies in the invoices must be, at the Purchasing Group member's option, fully credited against future invoices payable by the Purchasing Group member, or paid by Contractor within thirty (30) days from Contractor's receipt of a debit memo or other written request for payment from the Purchasing Group member. The Purchasing Group member has the right at any time to set off any amount owing from Contractor to the Purchasing Group member against any amount payable by the Purchasing Group member pursuant to any Purchase Order or any other transaction or occurrence.

16. **REPORTS:** Contractor must provide to the AOC Project Manager, in a form acceptable to the AOC, quarterly reports which include a list of products that are manufacturer discontinued within the quarter reported or are scheduled to be manufacturer discontinued within the next twelve (12) month period. The report must include a proposed replacement product for any product that is manufacturer discontinued as well as pricing for the proposed replacement. Additionally, the quarterly report must provide a summary, by Purchasing Group member, of the products and services ordered, including the total value ordered during the quarter reported as well as serial numbers, warranty coverage or extended service dates for each unit. Quarterly reports must be provided to the AOC Project Manager no later than thirty (30) days after the end of each calendar quarter and must include purchases that are invoiced or paid for with a credit card.
17. **AUDIT RIGHTS:** Contractor agrees to maintain records relating to the Work and billing by Contractor under this Master Agreement and any Purchase Order for a period of five (5) years after final payment of any Purchase Order issued under this Master Agreement. During the period of time that Contractor is required to retain such records, the AOC Contract Manager, any Purchasing Group member, or other authorized agent may, during normal business hours, inspect and make extracts or copies of such records and other materials for purposes of confirming the accuracy of invoices relating to the Work.
18. **CHANGES AND AMENDMENTS:** Changes or amendments to any component of the Master Agreement can be made only with prior written approval from the AOC Contract Manager. Requests for changes or amendments must be submitted in writing to the AOC Contract Manager and must be accompanied by a narrative description of the proposed change and the reasons for the change. Additional funds may not be encumbered under the Master Agreement or any subsequent Purchase Order due to an act of Force Majeure although the performance period of the Master Agreement or a Purchase Order, as applicable, may be amended due to an act of Force Majeure. After the AOC Contract Manager reviews the request, a written decision will be provided to Contractor. No amendment to this Master Agreement will be effective unless it is on an AOC amendment form, signed by both Contractor and the AOC.

19. **WAIVER; SEVERABILITY:** A party's waiver of enforcement of any of this Master Agreement's terms or conditions will be effective only if in writing. A party's specific waiver will not constitute a waiver by that party of any earlier, concurrent, or later breach or default. If any part of this Master Agreement is held unenforceable, all other parts remain enforceable.
20. **TERMINATION:**
- (a) The AOC may terminate this Master Agreement without cause by providing Contractor with thirty (30) days prior written notice. If necessary, AOC and the affected Purchasing Group members will discuss payment and performance of any Purchase Orders outstanding at the proposed date of termination.
- (b) Any Purchasing Group member may terminate a Purchase Order for cause immediately if (1) the Work is rejected as described in paragraph 10, Inspection and Acceptance, on at least two occasions, or (2) Contractor is otherwise in breach of the terms of such Purchase Order or this Master Agreement and such breach is not cured within ten (10) days of written notice, or is not capable of cure. Whether or not any breach by Contractor is capable of cure, or is cured, is within the sole discretion of the Purchasing Group member who placed the Purchase Order.
- (c) The AOC may terminate this Master Agreement for cause immediately. Termination may be made for cause if any of the representations or warranties set forth in paragraph 14, Product and Services Warranties and paragraph 24, Representations and Warranties become untrue at any time during the term of this Master Agreement, or if Contractor fails or is unable to meet or perform any of its duties under this Master Agreement, and such failure is not cured within ten (10) days of written notice, or is not capable of cure. Whether or not any failure by Contractor is capable of cure, or is cured, is within the sole discretion of the AOC. If necessary, the affected Purchasing Group member, AOC, and Contractor will discuss performance of any Purchase Orders outstanding at the date of termination.
- (d) Contractor may terminate a Purchase Order placed by a Purchasing Group member if such Purchasing Group member fails to pay delinquent invoices due under the Purchase Order within thirty (30) days after receipt of written notice of delinquency.
- (e) A Purchasing Group member's obligations under a Purchase Order are subject to the availability of funds authorized for the purchase. Expected or actual funding may be withdrawn, reduced, or limited prior to the fulfillment of the Purchase Order. Upon written notice, a Purchasing Group member may terminate a Purchase Order, in whole or in part, without prejudice to any right or remedy of the Purchasing Group member, for lack of appropriation of funds. Upon termination, the Purchasing Group member will pay Contractor for the Work delivered or completed prior to the date of termination.

21. **GENERAL INDEMNITY:** Contractor will indemnify, defend (with counsel satisfactory to the AOC) and hold the AOC and the other Purchasing Group members and their respective officers, agents, and employees harmless from any and all losses, costs (including reasonable attorneys' fees), liabilities, damages and deficiencies, including interest, penalties and settlement amounts entered into, in each case, with respect to any and all third party claims caused by, arising out of, or relating in any way to, any defect, whether latent or patent, in the products or services purchased under this Master Agreement or from any act or omission by Contractor, its agents or employees, independent contractors, or subcontractors. This indemnification is in addition to any warranty or other obligations of Contractor and will apply without regard to whether the claim, damage, loss, liability, cost or expense is based on breach of warranty, negligence, strict liability, or any other legal or equitable theory. This indemnity will survive delivery and acceptance of products or services.
  
22. **INFRINGEMENT INDEMNITY:** Contractor will indemnify, defend (with counsel satisfactory to the AOC) and hold the Purchasing Group members and their respective officers, agents, and employees harmless from any and all losses (including reasonable attorneys' fees), liabilities, damages, and deficiencies, including interest, penalties and settlement amounts entered into, in each case, with respect to any third party claims which arise out of or relate in any way to any claim of infringement, misappropriation or unauthorized use of any patent, trade secret, copyright, or trademark in connection with any products or services furnished or provided by Contractor under this Master Agreement.
  
23. **INSURANCE:**
  - (a) **General Insurance Requirements:** Contractor must obtain and maintain the minimum insurance set forth in subparagraph (b), below with insurance companies that are rated A-VII or higher by A.M. Best's key rating guide and are approved to do business in the State of California. By requiring such minimum insurance, the AOC will not be deemed or construed to have assessed the risks applicable to Contractor. Contractor must assess its own risks, and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy must be written on an "occurrence" form; excepting that insurance for professional liability, when required, may be acceptable on a "claims made" form. If coverage is approved and purchased on a "claims made" basis, Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, for three years from the date of termination of the Master Agreement.
  
  - (b) **Minimum Scope and Limits of Coverage:** Contractor must maintain the following minimum coverages:
    1. **Workers' Compensation** at statutory requirements of the state of residency.

2. Employers' Liability with minimum limits of \$1,000,000 for each occurrence.
  3. Commercial General Liability Insurance with minimum limits of \$2,000,000 for each occurrence, and \$2,000,000 aggregate. Coverage must include coverage arising out of premise, operations, independent contractors, products and completed operations, personal and advertising, injury, and liability assumed under an insured contract.
  4. Business Automobile Liability Insurance with minimum limits of \$2,000,000 for each accident, including owned and non-owned and hired automobile coverage, as applicable.
  5. Excess or Umbrella Policies. Contractor may satisfy basic coverage limits through any combination of basic coverage and commercial excess or umbrella liability insurance.
- (c) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions will not limit or apply to Contractor's liability to the AOC or any other member of the Purchasing Group and will be the sole responsibility of Contractor. Contractor will declare to the AOC and, as applicable, any other Purchasing Group member 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 approval by the AOC.
- (d) Endorsements; Additional Insureds; Terms and Conditions: The General Liability policy must contain, or be endorsed to contain, the following provisions:
1. Judicial Branch Entities, as defined in California Government Code section 900.3, and their respective officers, officials, employees and agents must be covered as additional insureds for liability arising out of activities performed by, or on behalf of, Contractor.
  2. To the extent of Contractor's negligence or misconduct, Contractor's insurance coverage must be primary insurance with respect to a Judicial Branch Entity, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by a Judicial Branch Entity its officers, officials, employees or agents will not contribute with the insurance, or benefit Contractor in any way.
  3. Contractor's insurance must apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

4. Contractor must provide the AOC (and on request, any other Purchasing Group member) certificates of insurance satisfactory to the AOC, evidencing all required coverages before Contractor begins any Work, and provide complete copies of each policy upon the AOC's request.

5. If at any time, the foregoing policies become unsatisfactory to the AOC, as to form or substance, or if a company issuing any such policy becomes unsatisfactory to the AOC, Contractor must, upon written notice from the AOC, promptly obtain a new policy, and submit the same to the AOC, with the appropriate certificates and endorsements, for approval.

6. All of Contractor's policies must be endorsed to provide written notice to the AOC of cancellation in coverage within thirty (30) days, mailed to the AOC Contract Manager. Such notice must reference the relevant project, and Master Agreement number. Contractor must provide AOC with thirty (30) days written notice of any non-renewal or reduction in coverage with respect to these policies.

(e) Waiver of Subrogation: Contractor and its insurance carrier waive any and all rights of subrogation against a Judicial Branch Entity. This waiver will be reflected on the Certificate of Insurance provided by Contractor. If Contractor fails to obtain the appropriate waivers of subrogation, additional insured status, or certificates of insurance from carrier, Contractor will indemnify the Judicial Branch Entity from all costs and liability caused by Contractor's breach.

24. REPRESENTATIONS AND WARRANTIES:

Contractor represents and warrants that:

(a) Contractor will maintain all required licenses and observe and comply with all applicable federal, state, and local laws, rules, and regulations affecting the Work provided or performed under this Master Agreement or any Purchase Order.

(b) During the performance of this Master Agreement and any Purchase Order, Contractor and its subcontractors will not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. Contractor will ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and its subcontractors will not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor or its subcontractors interact in the performance of this Master Agreement or any Purchase Order. Contractor and its subcontractors will take all reasonable steps to prevent harassment from occurring.

- (c) Contractor will comply with applicable provisions of the Fair Employment and Housing Act, California Government Code section 12900 et seq., and the applicable regulations promulgated under California Code of Regulations, title 2, section 7285 et seq.
- (d) Contractor will comply with applicable provisions of the Americans with Disabilities Act (“ADA”) of 1990 (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.
- (e) No gratuities, in the form of entertainment, gifts, or otherwise, were offered by Contractor or any agent, director, or representative of Contractor, to any officer, official, agent, consultant, or employee of the AOC or of another Purchasing Group member, with a view toward securing this Master Agreement or any Purchase Order or securing favorable treatment with respect to any determinations concerning the performance of this Master Agreement or any Purchase Order. For breach or violation of this representation and warranty, the AOC has the right to terminate this Master Agreement, for cause, either in whole or in part, and any loss or damage sustained by the AOC or any other Purchasing Group member in procuring, on the open market, any items which Contractor agreed to supply, will be borne and paid for by Contractor. The rights and remedies of the Purchasing Group members provided for in this provision are not exclusive and are in addition to any other rights or remedies provided by law or under this Master Agreement.
- (f) Any statement in a written certification provided by Contractor to the AOC relating to this Master Agreement and signed on, before or after the Effective Date of this Master Agreement was true and correct when given and will remain true and correct during the term of this Master Agreement.
25. **CONFIDENTIALITY:** Contractor will hold in confidence all information a Purchasing Group member discloses to Contractor and all information to which Contractor gains access while providing Work under this Master Agreement or any Purchase Order. Contractor’s obligation of confidentiality does not, however, apply to any information that Contractor can demonstrate is available to the public (other than through a breach of this Master Agreement). Contractor understands that a breach of its obligation of confidentiality may result in irreparable damage to the AOC or another member of the Purchasing Group for which no adequate remedy is available and that the AOC or such other Purchasing Group member will be entitled to injunctive or other equitable relief.
26. **STATUS AS INDEPENDENT CONTRACTOR AND SUBCONTRACTS:** Contractor is an independent contractor and while performing the Work on or off the premises of the Purchasing Group members, neither it nor any of its agents or employees will be considered agents or employees of such Purchasing Group members. Contractor does not have the right to subcontract or delegate its obligations under this Master Agreement

without the prior written consent of the AOC. Consent may be granted or withheld in the absolute discretion of the AOC. Any attempted subcontracting without the prior written consent of the AOC is void.

27. REQUESTS; COMMUNICATION; NOTICE:

(a) All requests, communications and notices concerning this Master Agreement must be made through the AOC Contract Manager. Notice to the AOC must be in writing and be delivered to the AOC Contract Manager at the following address by depositing in the U.S. Mail or commercial express mail, first class and pre-paid with return receipt requested:

Christine Kleaver, AOC Contract Specialist  
Judicial Council of California - Administrative Office of the Courts  
455 Golden Gate Avenue, 7th Floor  
San Francisco, CA 94102-3688  
Telephone: 415-865-7947  
Facsimile 415-865-4326

(b) Any notice or information that is required to be delivered to the AOC Project Manager will be delivered to the following address:

Malcolm Franklin, AOC Project Manager  
Judicial Council of California  
Administrative Office of the Courts  
455 Golden Gate Avenue  
San Francisco, California 94102-3688  
Telephone: 415-865-8830  
Facsimile: 415-865-8990

(c) Notice to Contractor concerning this Master Agreement or any Purchase Order must be in writing and be delivered to the following address by depositing in the U.S. Mail or commercial express mail, first class and pre-paid with return receipt requested:

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(d) Notice concerning this Master Agreement or any Purchase Order is effective on receipt; however, any correctly addressed written notice that is refused, unclaimed, or

undeliverable because of an act or omission of the party notified will be deemed effective as of the first date that the notice was refused, unclaimed or deemed undeliverable.

(e) Except as otherwise provided in paragraph 12, Dispute Resolution, all requests, communications and notices concerning a Purchase Order between Contractor and a Purchasing Group member must be made through the Purchase Order Project Manager for the Purchasing Group member.

28. **ASSIGNMENT:** Contractor may not assign this Master Agreement, in whole or in part, without the prior written consent of the AOC. Consent may be granted or withheld in the absolute discretion of the AOC. Any attempted assignment without the prior written consent of the AOC is void. No assignment will release Contractor from its duties under this Master Agreement.
29. **PUBLICITY:** Contractor must not make any public announcement, press release, or other writing relating to this Master Agreement or any Purchase Order without the prior written approval of the AOC Business Services Manager. In no event will the AOC Business Services Manager approve any writing that could be construed as an endorsement of Contractor.
30. **GOVERNING LAW, VENUE:** California law, without regard to its choice-of-law provisions, governs this Master Agreement and any Purchase Order. Venue for all litigation relative to the formation, interpretation and performance of this Master Agreement will be in the City and County of San Francisco.
31. **CONTRACT CONSTRUCTION:** Headings or captions to the provisions of this Master Agreement are solely for the convenience of the parties, are not part of the Master Agreement, and are not to be used to interpret or determine the validity of this Master Agreement. Any ambiguity in this Master Agreement or any Purchase Order will not be construed against the drafter, but rather the terms and provisions hereof will be given a reasonable interpretation as if both parties had in fact drafted this Master Agreement or the Purchase Order.
32. **SURVIVAL:** Terms which survive any termination or expiration of this Master Agreement include, but are not limited to, Product and Service Warranties, General Indemnity, Infringement Indemnity, Representations and Warranties, Audit Rights, and Assignment.
33. **NON-EXCLUSIVITY:** This Master Agreement is a non-exclusive agreement. The AOC and the other Purchasing Group members reserve the right to perform, or have others perform the Work of this Master Agreement. The AOC and the other Purchasing Group members reserve the right to bid the Work to others or procure the Work by other means.

34. **BACKGROUND CHECKS:** The AOC and any Purchasing Group member has the right, but not the obligation, to conduct a background check on any person who performs Work under this Master Agreement or any Purchase Order and Contractor must cooperate with the Purchasing Group member in conducting the background check. Contractor must provide any release, waiver, or permission the Purchasing Group member may need to conduct the background check. Contractor must not assign any person to perform Work if that person refuses to undergo a background check.
35. **QUALIFIED PERSONNEL:** Contractor must assign to perform Work under this Master Agreement or any Purchase Order only personnel who have sufficient training and experience to successfully perform the Work. If the AOC or another Purchasing Group member is dissatisfied, for any reason or no reason, with any personnel assigned by Contractor to perform Work, Contractor must immediately replace them with qualified personnel.
36. **SIGNATURE AUTHORITY:** Each party warrants it has the authority to enter into this Agreement, it may perform as provided for in this Master Agreement, and its representative who signs this Master Agreement has the authority to do so.
37. **ENTIRE AGREEMENT:** This Master Agreement including any exhibits, schedules, or attachments constitutes the entire agreement and final understanding of the parties with respect to the subject matter hereof and supersedes and terminates any and all prior and/or contemporaneous negotiations, representations, understandings, discussions, offers, proposals, or agreements between the parties, whether written or oral, express or implied, relating in any way to the subject matter hereof. No subsequent amendment to this Master Agreement will be effective unless in writing signed by properly authorized representatives of AOC and Contractor.

## **SCHEDULE 1–DESCRIPTION AND PRICE OF PRODUCTS AND SERVICES**

[This schedule, when finalized following receipt of proposals, will contain unit prices and descriptions/specifications consistent with requirements in the “Work to be Performed” section of the RFP and as referenced in paragraph 5 entitled “Scope of Work and Prices” in the Master Agreement.]