

**ATTACHMENT 2  
MASTER AGREEMENT TERMS AND CONDITIONS**

**JUDICIAL COUNCIL OF CALIFORNIA**

**STANDARD AGREEMENT COVERSHEET (rev 04-16)**

AGREEMENT NUMBER <b>TBD</b>
FEDERAL EMPLOYER ID NUMBER <b>TBD</b>

- In this agreement (the “Master Agreement”), the term “Contractor” refers to **[TBD]** and the term “Judicial Council” refers to the **Judicial Council of California**.
- This Master Agreement becomes effective as of **[TBD]** (the “Effective Date”) and expires on **[TBD]**.
- The title of this Master Agreement is: **Internet-Based Employment Recruitment Software Application & Maintenance Services**
- The parties agree to the terms and conditions of this Master Agreement and acknowledge that this Master Agreement (made up of this coversheet, the following **[TBD]** exhibits, and any attached forms) contains the parties’ entire understanding related to the subject matter of this Master Agreement.

**Exhibit A** – Statement of Work

**Exhibit B** – Pricing and Payment

**Exhibit C** – Master Agreement Terms and Conditions

**Exhibit D** – Attachments

Attachment No. 1 – Work Order Form

Attachment No. 2 – Acceptance and Signoff Form

Attachment No. 3 – Purchasing Group Member Location Listing

JUDICIAL COUNCIL’S SIGNATURE	CONTRACTOR’S SIGNATURE
<b>Judicial Council of California</b>	CONTRACTOR’S NAME (if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.)
BY (Authorized Signature)	BY (Authorized Signature)
<b>DO NOT SIGN</b>	
<b>ADDRESS</b> Attn: Branch Accounting and Procurement   Administrative Division 2850 Gateway Oaks Dr. #300, Sacramento, CA 95833	<b>ADDRESS</b> <b>[TBD]</b>

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### **EXHIBIT A – STATEMENT OF WORK**

#### **1. General Description**

Contractor will provide an internet-based employment recruitment software application as a means of publicizing job openings and receiving, storing, and processing applications for the fifty-eight (58) Superior Courts of California (as needed per court) (collectively, “Purchasing Group,” and individually, a “member of the Purchasing Group” or “Purchasing Group member”). All functions, features, reports, etc., will be accessed via the Internet. The individual Purchasing Group members will submit all required information online. Contractor will publicize and post the Purchasing Group member’s recruitments, collect and retain applications and make them available to the appropriate Purchasing Group member.

#### **2. General Requirements**

Contractor’s internet-based employment recruitment software application will provide the following functionality:

##### **A. Recruitment**

- Customized online job application.
- Each applicant can complete the online application.
- Ability to upload application materials received outside of the system.
- Job posting on external sites will link and integrate with court website.
- Online job announcements and descriptions can be posted on internal and external sites.
- Ability to save job posting templates for various types of jobs such as professional, hourly, temporary and contractors.
- Attract “passive” applicants by requiring them to fill generic application with a desired position.
- Court employees have access to and can proactively search applicant database.
- Real-time database of all applicant information.
- Ability for the recruiter or the court staff to move applicants throughout the recruitment process steps such as “route,” “reject,” “interviews,” “references,” “offer” and “hired.”
- Update applicants on the status of their application, provide interview reminders, alert them to any next steps in the process via email or text message notifications.
- Central repository for court applicants statewide.
- Ability to upload historical data from existing HRIS or applicant tracking system.
- Ability to define security levels and access for hiring managers, directors, and Human Resources department.

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- Ability to print or share application material with other interested parties.
- Ability to notify managers once the job is closed.
- Ability to enter notes for each applicant.
- Ability to link applicant's application material to other jobs.
- Ability to send emails or messages to the applicants through the application.
- Ability to schedule or enter interviews in the application.
- Generate recruitment letters and emails (e.g. application acknowledgement, exam/interview appointments, letter of employment, regrets, etc.).

#### **B. Selection**

- Create, store, and re-use customized supplemental questions.
- Screen applicants automatically as they apply.
- Provide scoring plan options per recruitment or copy existing scoring plans.
- Automatic test processing.
- Test analysis and passpoint setting.
- Score, rank, and refer applicants.
- Create and maintain certification/eligibility lists.
- Ability to save old or new examination material.

#### **C. Applicant Tracking**

- Automatic notification to the applicants confirming their application has been received.
- Track applicants based on their skillset/education/experience and match them with the associated classification and salary range.
- Track applicant status throughout the steps of the recruitment process.
- Track completion of written and oral exams.
- Track interview logistics.
- Detailed applicant history record.
- Track background check authorization and results.
- Track new hire orientation, on-boarding and I-9 form completion for all associated new hires.
- Send confirmation emails to the courts and the applicants when new hire orientation, on-boarding and I-9 forms are completed.
- Ability to track all messages sent to the applicants.

#### **D. Reporting and Analysis**

- Collect and report on EEO data.
- Analyze and report on applicant flow.
- Track and analyze data such as time-to-hire, recruitment costs, staff workload, applicant quality, background check cost, etc.

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- Collect and report applicant sourcing information and other operational reports.
- Recruitment Reports. - Examples of reports that may be printed by the administrative staff are:
  - Ability to report on the job status.
  - Applicant status report as they progress during the application process such as “route,” “reject,” “interviews,” “offer” or “hired.”
  - New hire Orientation tracking.
  - I-9 Verification tracking.
  - Monthly recruiting report for all the jobs.
  - Report about issues reported, date of resolution and/or detailed status of all pending issues.
  - Year-end recruitment summary report.

### **E. Internal Human Resource Automation**

- Create and route job requisitions
- Refer and certify applicants electronically
- Scan paper application materials

### **F. Software Application Upgrades**

Software application upgrades to purchased features and functionality are required. Upgrades must be automatic and available upon the next login following an upgrade rollout.

### **G. Implementation**

Prior to a Purchasing Group member’s implementation of the internet-based employment recruitment software application, Contractor will provide an implementation plan that includes, but is not limited to, kick off/program meetings, identification of court responsibilities, pre-implementation activities, and follow-on training and support.

Completion of each court’s implementation will occur within ninety (90) days of receipt of the court’s order unless otherwise noted in the court’s order.

### **H. Technical Requirements**

- Contractor must provide secured access and a controlled environment.
- Contractor must use the most up to date secure authentication application.
- Application must require minimal local information technology (IT) support.
- Contractor must host the application.
- Application must be compatible with SAP (file exportable into SAP) and other HRIS systems (please provide names of compatible systems).
- Application must be fully web-based.

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- Contractor must be able to provide all technical support.
- Data back-up must use a multifaceted disaster recovery model.
- Web pages must be customizable.
- Application must be compatible with multiple browsers.
- Contractor must provide a separate environment for testing so that live data is not manipulated.
- Application must operate on a multi-tiered load balanced architecture and modular design to add new users and products without interruption.

#### **I. Customer Support**

- Provide call in help desk support Monday through Friday, 7:00 a.m. through 6:00 p.m. Pacific Standard Time.
- Provide on-line help desk capabilities for logging issues 24/7.
- Issue tracking system capabilities.
- Acknowledgement to initiator < 20 minutes of logging issue electronically.
- Resolve or update, as applicable, logged issues within seventy-two (72) business hours.
- Prior notification of scheduled system down time.
- Notification including estimated resolution time for unplanned system outages within thirty (30) minutes of occurrence.
- The Contractor's customer service process shall ensure that all customer service issues are addressed in a consistent and expeditious manner, including problem escalation and resolution of maintenance and service issues. The customer service process includes, but is not limited to:
  - Customer service organizational structure.
  - Contact process and contact person identified by position in the company (phone, email, fax, etc.).
  - Follow up process.
  - Internal procedures to track customer service contact and resolution.
  - Escalation process to resolve outstanding customer service issues.

#### **J. Training**

- Contractor will provide instructor lead on-site or web-based training, tutorials and other training resources including but not limited to, e-mails, reference manuals, conference calls, seminars, etc.

#### **K. Security**

- Applications will be password protected with user level permissions.
- On-site internet security and systems personnel to manage firewalls and servers 24/7.
- Contractor will have no ownership rights to data provided by the Purchasing Group member and must be exportable by its members.

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#### **3. Certifications and Verifications**

All solutions provided by Contractor to the Purchasing Group members under this Master Agreement must be compliant with all standards and regulations required by all federal agencies and state and local governmental entities.

#### **4. Ordering Process**

- Orders against this Master Agreement will be made using a Work Order substantially in the form of Attachment No. 1 – Work Order Form.
- Contractor will establish an individual customer account for any member of the Purchasing Group that makes an order under this Master Agreement.
- Contractor will coordinate the implementation dates for all aspects of the specifications with the Purchasing Group member prior to finalizing the order.
- Contractor will provide the Purchasing Group member with an immediate acknowledgement of the order. The acknowledgement will be submitted by facsimile or email, regardless of what method is used to place the order, and will include: the products and services ordered, implementation (see above) dates, and contact information.
- Contractor is required to maintain a toll-free number for ordering, inquiries, and customer service.

#### **5. Implementation**

Prior to a Purchasing Group member's implementation of the internet-based employment recruitment software application, Contractor will provide an implementation plan that includes but is not limited to kick off/program meetings, identification of court responsibilities, pre-implementation activities, and follow-on training and support.

Completion of each court's implementation will occur within ninety (90) days of receipt of the court's order unless otherwise noted in the court's order.

#### **6. Reports**

Contractor shall provide monthly reports to the designated Judicial Council Project Manager no later than thirty (30) days after the end of each quarter and shall include a list of Purchasing Group members along with the names and addresses of the locations serviced. The report will also contain a cumulative listing of all issues reported, date of resolution and/or detailed status of all pending issues. Additionally, the monthly report will provide a summary containing a breakdown of the number of Purchasing Groups and locations added during the month reported.

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**I. Estimated Volumes**

No minimum ordering estimate is stated in this RFP. The Purchasing Group members will not be required to use any Master Agreement that may result from this RFP. Purchasing decisions will be based on what is in the best interest of the Purchasing Group member.

**II. Procurement Process – Use of Master Agreement**

After award of a Master Agreement or Master Agreements, requests for implementation of an internet-based employment recruitment application will be made by the Purchasing Group member through the issuance of a Work Order or Purchase Order. The Work Order or Purchase Order will reference the Master Agreement number and will list and describe all of the requested services. The terms and conditions of the Master Agreement shall take precedence over the terms and conditions of any Work Order or Purchase Order, contract, or terms and conditions included on an invoice or like document unless changes are made by reference to specific provisions of the Master Agreement.

***END OF EXHIBIT A***

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**EXHIBIT B – PRICING AND PAYMENT**

**1. Pricing**

The price schedule is set forth below:

<u>Line</u>	<u>Description<sup>1</sup></u>	<u>Annual Recurring Cost</u>	<u>Non-Recurring Cost</u>
<b>1.0</b>	<b>Pricing Model [TBD]</b>		
<b>1.1</b>	<b>Subscription License</b>	<b>See Below<sup>1</sup></b>	
<b>1.2</b>	<b>Provisioning</b>		<b>\$ TBD</b>
<b>1.3</b>	<b>Training</b>		<b>\$ TBD</b>

<sup>1</sup>Pricing model based on individual Purchasing Group member employee count.

<u>Court Size (# of EE's*)</u>	<u>Annual [TBD] License</u>
0 – 249	<b>\$ TBD</b>
250 – 499	<b>\$ TBD</b>
500 – 999	<b>\$ TBD</b>
1000 – 2499	<b>\$ TBD</b>
2499 - 4999	<b>\$ TBD</b>
5000 +	<b>\$ TBD</b>

\*EE = Employee count which includes the annual total of full-time, part-time, seasonal, and temporary staff.

The prices schedules set forth above are valid for the initial term of this Master Agreement, as set forth in Exhibit C, paragraph 1 (Term). If the Judicial Council elects to extend the term of this Master Agreement, pursuant to Exhibit C, paragraph 1 (Term), the Judicial Council 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.

**2. Payment Schedule**

**A. Non-Recurring Costs**

Non-recurring costs for implementation (Provisioning) and training are due and payable after successful delivery and acceptance of the agency web pages by the Purchasing Group member pursuant to Exhibit C, paragraph 10 (Scope of Work; Acceptance).



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**B. Software Subscription License ([TBD])**

Software Subscription License ([TBD]) fees are due and payable as set forth below:

- Initial Annual License Fee (After Installation and Acceptance) - One hundred percent of the annual license fee is due and payable after successful delivery and acceptance of agency web pages by the Purchasing Group member, pursuant to Exhibit C, paragraph 10 (Scope of Work; Acceptance).
  - Subsequent Annual License Fees – The annual license fee is due each year on the anniversary date of the initial license fee. Contractor will invoice the Purchasing Group member for the annual license fee (see Exhibit C, paragraph 11, Invoices, Payment and Setoff).
3. Payment will be provided to Contractor by the Purchasing Group member within 45 days of receipt of a correct invoice as described in Exhibit C, paragraph 11 (Invoices, Payment and Setoff).
4. Members of the Purchasing Group are exempt from federal excise taxes and no payment will be made for any taxes levied on the Contractor’s or any subcontractor employee’s wages. Purchasing Group members will pay for any applicable State of California or local sales or use taxes on the products provided or the services rendered. Contractor must indicate if it collects State of California taxes on the products provided or the services rendered. All tax must be included as a separate line item on Contractor’s invoice.

***END OF EXHIBIT B***

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**EXHIBIT C - MASTER AGREEMENT TERMS AND CONDITIONS**

**1. TERM**

The initial term of this Master Agreement is three (3) years, commencing on the Effective Date with two (2) one-year options to extend the term, which options may be exercised by the Judicial Council in its sole discretion any time prior to the expiration of the initial term. If the Judicial Council elects to extend the term of this Master Agreement, any agreed upon price adjustment (whether an increase or decrease) may not exceed the percentage change in the 12-month average of the Consumer Price Index (CPI), below.

[http://data.bls.gov/timeseries/CUUR0000SA0?output\\_view=pct\\_12mths](http://data.bls.gov/timeseries/CUUR0000SA0?output_view=pct_12mths)

Consumer Price Index - All Urban Consumers  
12-Month Percent Change  
Series Id: CUUR0000SA0  
Not Seasonally Adjusted  
Area: U.S. city average  
Item: All items  
Base Period: 1982-84=100

**2. OBLIGATION**

This Master Agreement does not obligate the Judicial Council or any 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.

**3. RELATIONSHIP OF PARTIES**

The Judicial Council has the authority to enter into master agreements on behalf of the Purchasing Group. 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. Every member of the Purchasing Group is, and is intended to be, a third-party beneficiary of this Master Agreement.

**4. SCOPE OF WORK AND PRICE**

(a) Contractor shall provide and/or perform products and/or services (“Work”) pursuant to the terms and conditions of this Master Agreement. The descriptions and prices for the Work are set forth in Exhibits A and B to this Master Agreement.

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(b) Prices set forth in Exhibit B to this Master Agreement, include all charges, including but not limited to, cost of labor, licenses, overhead, profits, and other costs or expenses related or incidental to the Work provided or performed by Contractor under this Master Agreement.

(c) Reimbursement, if any, for Contractor’s travel expenses will be made only with the prior written approval of the Purchasing Group member that ordered the Work. If travel expenses are approved, each Purchasing Group member will reimburse Contractor for expenses in accordance with the Travel Rate Guidelines included as part of Exhibit B. Contractor will not be reimbursed for travel expenses that have not been authorized in writing by the Purchasing Group member requesting the Work.

### 5. ORDERING

(a) Individual members of the Purchasing Group may place individual orders (Work Orders) for an internet-based recruitment software application and support pursuant to this Master Agreement. A “Work Order” is defined as an ordering document (substantially in the form of Attachment No. 1- Work Order Form) used by a Purchasing Group member to place an order for Work under this Master Agreement. The Work Order will reference this Master Agreement No. MA-[TBD]. The terms and conditions of this Master Agreement No. MA- [TBD] are applicable to all Work Orders, regardless of the ordering document or the ordering process selected. The terms and conditions of the Master Agreement shall take precedence over the terms and conditions of any Work Order, purchase order, contract, or terms and conditions included on an invoice or like document unless changes are made by reference to specific provisions of the Master Agreement.

(b) A Work Order placed by the 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 Work, subject to the following limitation. Any additional or supplemental terms contained in the Work Order or in any invoice or confirmation of the Work Order that conflict with or materially alter any term or condition of this Master Agreement as it relates to a Work Order will not be deemed part of such contract.

(c) The individual Purchasing Group member will be responsible for the 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 Work Order will provide the name of its contact person (“Work Order Project Manager”). Contractor shall contact the Work Order Project Manager regarding questions on any Work Order or payment status of any Work Order.

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- (e) After a Work Order has been placed by any Purchasing Group member, Contractor shall provide that Purchasing Group member with the lead time required for the Work ordered. The total cost will itemize the cost of each of the components of the Work, including any training. Contractor shall coordinate the training date(s) with the Work Order Project Manager. Contractor shall provide the Purchasing Group member with an immediate acknowledgement of the Work Order. The acknowledgement will be submitted by facsimile or email to the Work Order Project Manager for the Purchasing Group member, regardless of what method is used to place the Work Order, and will include: the components of Work ordered, training dates, and contact information. The Work Order is not binding until Contractor provides acknowledgement of the Work Order, including the Work ordered, training dates, and contact information.
  
- (f) Contractor shall maintain a toll-free number for inquiries and customer service.

**6. RECRUITMENT DATA; LIMITED LICENSE**

- (a) The Purchasing Group member that ordered the Work, retains ownership of any graphics, text, data or content materials or other information supplied by such Purchasing Group member to Contractor under this Master Agreement or a Work Order for incorporation into or delivery through Contractor’s internet-based recruitment software application (collectively, “Recruitment Data”). As of the Effective Date, Contractor will be granted a limited, nonexclusive royalty-free license during the term of this Master Agreement to use, access, copy, maintain, modify, enhance and create derivative works of Recruitment Data solely as necessary for, and for the sole purpose of, providing and performing the Work. Upon termination or expiration of this Master Agreement, Contractor shall cease use of all Recruitment Data.
  
- (b) Contractor grants the Judicial Council and the Purchasing Group members who place Work Orders a limited, nonexclusive license during the term of this Master Agreement and any applicable Work Order to use and access the internet-based recruitment software application furnished and hosted by Contractor as part of the Work.

**7. DISPUTE RESOLUTION:**

- (a) Informal Resolution:
  - 1. Contractor and the Judicial Council or, as applicable, Contractor and a Purchasing Group member will attempt, in good faith, to resolve informally any disputes under this Master Agreement or a Work Order. If the dispute involves this Master Agreement, Contractor will meet with the Judicial Council Contract Manager to discuss the matter and any actions necessary to resolve the dispute informally. If the dispute involves a Work Order,

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Contractor will meet with the Work Order Project Manager of the Purchasing Group member to discuss the matter and any actions necessary to resolve the dispute informally.

2. If the Work Order Project Manager and Contractor are unable to resolve a Work Order dispute pursuant to paragraph 7(a)(1), then the Human Resources 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 is one of the parties to the dispute, Contractor must inform the Judicial Council Project Manager and Judicial Council Contract Manager of the dispute with the Purchasing Group member and any planned meetings between the Contractor and the designated representative of the Purchasing Group member (whether the designated representative is the Work Order Project Manager or the Human Resources Director, or equivalent), and provide the Judicial Council Contract Manager an opportunity to attend any such meetings.

(b) Escalation:

1. If the dispute is not resolved informally by meeting pursuant to paragraph 7(a)(1) for a dispute under this Master Agreement or pursuant to paragraphs 7(a)(1) and 7(a)(2) for a dispute under a Work 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 member of the Purchasing Group is a party to the dispute, Contractor shall also provide a copy of such notice to the Judicial Council Contract Manager.

2. If the matter is not resolved as set forth in paragraph 7(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 Work 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, the Chief Executive Officer or another member of the executive management team shall submit the second written notice to Contractor. If a member of the Purchasing Group is a party to the dispute, Contractor shall 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 Judicial Council Contract Manager.

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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 Work will be considered a material breach of the Master Agreement.

**8. 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 commercially reasonable efforts to continue or resume performance, including alternate sources or means. Contractor will have 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.

**9. WORK REPRESENTATIONS AND WARRANTIES**

- (a) Contractor represents and warrants it can and will provide and perform the Work with promptness and diligence in a manner consistent with the professional standards used in well-managed operations providing products and services similar to the Work and all applicable industry standards.

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(b) Contractor represents and warrants that it is either the owner of, or is authorized to use, the Work for its own benefit and the benefit of the Judicial Council and the Purchasing Group members, and that the Work does not and will not infringe any patent, trademark, copyright or other intellectual property right of a third party. This representation and warranty does not extend or apply to Recruitment Data provided by the Judicial Council or a Purchasing Group member as described in paragraph 6 (Recruitment Data; Limited License).

(c) Contractor warrants that the Work is and will be compliant with Section 508 of the Rehabilitation Act of 1973, as amended.

(d) Except for the warranties set forth in this paragraph 9 and in paragraph 20 (Contractor’s Obligations, Representations and Warranties), Contractor does not make, and hereby disclaims, any express or implied warranty with respect to any Work provided or performed under this Master Agreement or any Work Order.

**10. SCOPE OF WORK; ACCEPTANCE**

(a) Scope of Work: Contractor will perform and complete all Work described in Exhibit A—Statement of Work in compliance with the requirements of this Master Agreement, and to the satisfaction of the Purchasing Group member placing the Work Order.

(b) Acceptance:

1. All Work provided by Contractor under this Master Agreement is subject to written acceptance by the Work Order Project Manager for the Purchasing Group member. The Work Order Project Manager of the Purchasing Group member will apply the acceptance criteria set forth in Exhibit A—Statement of Work and any additional acceptance criteria set forth in the Work Order to determine acceptance or non-acceptance of the Work.

2. The Work Order Project Manager of the Purchasing Group member shall use Attachment No. 2 - Acceptance and Signoff Form to notify Contractor of acceptance or non-acceptance.

3. If the Work is not acceptable, the Work Order Project Manager for the Purchasing Group member shall provide detail to the Contractor why the Work does not meet the acceptance criteria. Contractor shall have ten (10) business days from receipt of notice to correct the failure(s) and conform to the acceptance criteria. Contractor will redo or resubmit the Work and the Work Order Project Manager of the Purchasing Group member will re-apply the acceptance criteria to determine its acceptance or non-acceptance. Thereafter, the parties shall repeat the process set forth in this subparagraph 3 until Contractor’s receipt of written acceptance of such corrected Work; provided, however, that if the Work is rejected

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on at least two (2) occasions, the Purchasing Group member may, at its option, terminate all or that portion of the Work Order which relates to the rejected Work at no expense to the Purchasing Group member or the Judicial Council.

(c) Non-Exclusivity: This is a non-exclusive agreement. The Judicial Council and the members of the Purchasing Group reserve the right to perform, or have others perform the Work of this Master Agreement. The Judicial Council and the members of the Purchasing Group reserve the right to bid the Work to others or procure the Work by other means.

**11. INVOICES, PAYMENT AND SETOFF**

A member of the Purchasing Group placing a Work Order under this Master Agreement shall have 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 invoice must be sent to the address shown on the Work Order. Each invoice must be printed on Contractor's standard printed bill form, and must include at a minimum (a) the Work 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, and (g) each item on the invoice designated as taxable or nontaxable. Amounts owed to a member of the Purchasing Group due to rejection of all or a portion of the Work in said invoices will 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 shall have 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 Work Order or any other transaction or occurrence.

**12. REPORTS**

Contractor will provide to the Judicial Council Project Manager quarterly reports which include a list of all Purchasing Group members that have placed a Work Order under this Master Agreement. The report will also contain a cumulative listing of all issues reported by a Purchasing Group member, date of resolution, date of resolution and/or status of all pending issues. Additionally, the quarterly report will provide a summary containing a breakdown of the number of Purchasing Group members and locations added to the list during the quarter reported.

**13. AUDIT RIGHTS**

Contractor agrees to maintain records relating to Work and billing by Contractor under this Master Agreement and any Work Order for a period of four (4) years after final payment of any Work Order issued under this Master Agreement. During the period of time that Contractor is required to retain such records, the Judicial Council Contract Manager, any Purchasing Group member, or other authorized agent may, during normal business hours,



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inspect and make extracts or copies of such records and other materials for purposes of confirming the accuracy of invoices relating to Work.

### **14. CHANGES AND AMENDMENTS**

Changes or amendments to any component of the Master Agreement can be made only with prior written approval from the Judicial Council Contract Manager. Requests for changes or amendments must be submitted in writing and must be accompanied by a narrative description of the proposed change and the reasons for the change. Additional funds may not be encumbered under the Master Agreement or any subsequent Work Order due to an act of Force Majeure although the performance period of the Master Agreement or a Work Order, as applicable, may be amended due to an act of Force Majeure. After the Judicial Council Contract Manager reviews the request, a written decision will be provided to the Contractor. Amendments to the Master Agreement must be via bilateral execution by Contractor and the Judicial Council of a State of California Standard Agreement form.

### **15. AMENDMENT; WAIVER; SEVERABILITY**

No amendment to this Master Agreement will be effective unless it is in writing and signed by Contractor and the Judicial Council. 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 Agreement is held unenforceable, all other parts remain enforceable.

### **16. TERMINATION**

(a) The Judicial Council may terminate this Master Agreement without cause by providing Contractor with thirty (30) days prior written notice. If necessary, the Judicial Council and the affected Purchasing Group members will discuss payment and performance of any Work Orders outstanding at the proposed date of termination.

(b) Any Purchasing Group member may terminate a Work Order for cause immediately if (1) the Work is rejected on at least two occasions as described in paragraph 10 (Scope of Work; Acceptance), or (2) Contractor is otherwise in breach of the terms of such Work 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 Work Order.

(c) The Judicial Council may terminate this Master Agreement for cause immediately. Termination may be made for cause if any of the representations or warranties set forth in paragraphs 9 (Work Representations and Warranty) and 20 (Contractor's Obligations, 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

## **ATTACHMENT 2 MASTER AGREEMENT TERMS AND CONDITIONS**

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 Judicial Council. If necessary, the affected Purchasing Group member, Judicial Council, and Contractor will discuss performance of any Work Orders outstanding at the date of termination.

(d) Contractor may terminate a Work Order placed by a Purchasing Group member if such member fails to pay delinquent invoices due under the Work Order within thirty (30) days after receipt of written notice of delinquency.

(e) A Purchasing Group member's obligation under a Work 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 Work Order. Upon written notice, a Purchasing Group member may terminate a Work Order, in whole or in part, without prejudice to any right or remedy, 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.

### **17. GENERAL INDEMNITY**

Contractor shall indemnify, defend (with counsel satisfactory to the Judicial Council) and hold the Judicial Council and the 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 (i) directly caused by or resulting in whole or in part from Contractor's acts or omissions constituting bad faith, willful misconduct, negligence or reckless disregard of its duties under this Master Agreement or any Work Order, (ii) arising out of Contractor's breach of its confidentiality obligations under this Master Agreement, or (iii) arising out of or related to a breach of any of Contractor's representations and warranties set forth in this Master Agreement or any Work Order.

### **18. INFRINGEMENT INDEMNITY**

Contractor shall indemnify, defend (with counsel satisfactory to the Judicial Council) and hold the Judicial Council and the 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 that arise, out of any claim of infringement, misappropriation or unauthorized use of any patent, trade secret, copyright, or trademark in connection with any Work furnished or provided by Contractor under this Master Agreement or any Work Order.

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**19. INSURANCE**

(a) General Insurance Requirements: Contractor will obtain and maintain the minimum insurance set forth in subparagraph (b), below. By requiring such minimum insurance, the Judicial Council will not be deemed or construed to have assessed the risks applicable to Contractor. Contractor will assess its own risks, and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy shall be written on an “occurrence” form; excepting that insurance for professional liability, when required, may be acceptable on a “claims made” form. If coverage is approved and purchased on a “claims made” basis, Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, for three (3) years from the date of termination of the Master Agreement.

(b) Minimum Scope and Limits of Coverage: Contractor will maintain the following minimum coverages:

1. Workers’ Compensation at statutory requirements of the state of residency.
2. Employers’ Liability with minimum limits of \$1,000,000.00 for each accident.
3. Commercial General Liability Insurance with minimum limits of \$1,000,000.00 for each occurrence, Combined Single Bodily Injury and Property Damage and Personal Injury. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit.
4. Business Automobile Liability Insurance with minimum limits of \$1,000,000.00 for each occurrence, Combined Single Limit Bodily Injury and Property Damage, including owned and non-owned and hired automobile coverage, as applicable.
5. Excess coverage, at the same limits specified for Comprehensive General Liability: Contractual Liability, Independent Contractor, Broadform Property Damage, and Personal Injury, Product, and Completed Operation coverage.

(c) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to, and approved by, the Judicial Council. The deductible and/or self-insured retentions will not limit or apply to Contractor’s liability to any member of the Purchasing Group and will be the sole responsibility of Contractor.

(d) Endorsements; Additional Insureds: The General Liability policy will 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 will be covered

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

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

6. All of Contractor's policies will be endorsed to provide written notice to the Judicial Council of cancellation in coverage within thirty (30) days, mailed to the Judicial Council's Contract Manager. Such notice will reference the relevant project, and contract number. Contractor shall provide Judicial Council 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.

**20. CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES**

At all times during the term of this Master Agreement, and in the performance of Work hereunder or under any Work Order:

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### **MASTER AGREEMENT TERMS AND CONDITIONS**

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

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

(c) Contractor shall 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 shall 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) Contractor represents and warrants:

1. That 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 Judicial Council or of a Purchasing Group member, with a view toward securing this Master Agreement or any Work Order or securing favorable treatment with respect to any determinations concerning the performance of this Master Agreement or any Work Order; and

2. That Contractor will comply with all of the obligations set forth in this paragraph 20 at all times during the term of this Master Agreement.

## **21. CONFIDENTIALITY**

All financial, statistical, personal, technical and other data and information which are designated confidential by Contractor, the Judicial Council, or a member of the Purchasing Group (each a “Disclosing Party”), or, if not so designated, is nonpublic information that under the circumstances surrounding disclosure ought to be treated as confidential, and made available by the Disclosing Party to the other party (or to a Purchasing Group member as a third party beneficiary of this Master Agreement) (each, a “Receiving Party”) in order to carry out this Master Agreement or any Work Order, or which become available to the

## **ATTACHMENT 2 MASTER AGREEMENT TERMS AND CONDITIONS**

Receiving Party in carrying out this Master Agreement or any Work Order (“Confidential Information”) will remain the property of the Disclosing Party. The Receiving Party shall protect the Confidential Information of the Disclosing Party from unauthorized use and disclosure and shall use at least the same degree of care, but no less than a reasonable degree of care, to safeguard the Confidential Information of the Disclosing Party as Receiving Party employs with respect to its own information of a similar nature. Notwithstanding any other provision of this Master Agreement, with respect to disclosures to the Judicial Council or any member of the Purchasing Group, the Judicial Council’s and such Purchasing Group member’s compliance with this paragraph 21 will (a) be subject to compliance with all applicable laws, and (b) only apply if the Judicial Council’s Contract Manager consents in writing in advance, on a disclosure-by-disclosure basis, that the disclosure will be protected as set forth in this paragraph 21, which consent shall not be unreasonably withheld. The Receiving Party shall require that its employees, agents and subcontractors comply with the confidentiality restrictions of this Master Agreement. The obligations in this paragraph 21 will not restrict any disclosure pursuant to any applicable law or by order of any court or government agency (provided that the Receiving Party shall endeavor to give prompt notice to the Disclosing Party of such order in such time as to permit the Disclosing Party to participate in the response to any such order) and shall not apply with respect to information that (1) is independently developed by the Receiving Party without violating the Disclosing Party’s proprietary rights as shown by the Receiving Party’s written records, (2) is or becomes publicly known (other than through unauthorized disclosure), (3) is disclosed by the owner of such information to a third party free of any obligation of confidentiality, (4) is already known by the Receiving Party at the time of disclosure, as shown by the Receiving Party’s written records, and the Receiving Party has no obligation of confidentiality other than pursuant to this Master Agreement or any confidentiality agreements entered into before the Effective Date between Judicial Council and Contractor, (5) is rightfully received by the Receiving Party free of any obligation of confidentiality, or (6) with respect solely to a particular disclosure, such disclosure is approved in writing by the Disclosing Party.

### **22. STATUS AS INDEPENDENT CONTRACTOR AND SUBCONTRACTS**

Contractor is an independent Contractor and while performing work on or off the premises of the Purchasing Group members, neither it nor any of its agents or employees shall be considered agents or employees of such Purchasing Group members. Contractor shall not subcontract or delegate its obligations under this Master Agreement without the prior written consent of the Judicial Council, which consent shall not be unreasonably delayed or withheld.

### **23. REQUESTS; COMMUNICATION; NOTICE**

- (a) All requests, communications and notices concerning this Master Agreement must be made through the Judicial Council Project Manager. Notice to the Judicial Council must be in writing and be delivered to the Judicial Council Project Manager

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at the following address by depositing in the U.S. Mail or commercial express mail, first-class and pre-paid with return receipt requested:

Atul Bector, Judicial Council Project Manager  
Human Resources | Administrative Division  
Judicial Council of California  
2850 Gateway Oaks Drive, 1<sup>st</sup> Floor  
Sacramento, CA 95833

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

Atul Bector, Judicial Council Project Manager  
Human Resources | Administrative Division  
Judicial Council of California  
2850 Gateway Oaks Drive, 1<sup>st</sup> Floor  
Sacramento, CA 95833  
Telephone: 916-643-8057

- (c) Notice to Contractor concerning this Master Agreement or any Work 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:

**Name [TBD]**  
**Address [TBD]**  
**Phone Number [TBD]**

- (d) Notice concerning this Master Agreement or any Work 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 7 (Dispute Resolution), all requests, communications and notices concerning a Work Order between Contractor and a Purchasing Group member must be made through the Work Order Project Manager for the Purchasing Group member.

**24. ASSIGNMENT**

Neither the Judicial Council nor Contractor shall assign this Master Agreement, either in whole or in part, without the prior written consent of the other party in the form of a written amendment signed by the Judicial Council and Contractor. Such consent shall not be unreasonably withheld. However, the parties agree that in the event the Judicial Council

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is required by law, statute, or regulation to assign this Master Agreement to another government entity for administrative or other purposes, Contractor's consent is not required. This Master Agreement shall be binding upon and inure to the benefit of successors and assigns of the parties.

**25. BACKGROUND CHECKS**

Contractor shall cooperate with members of the Purchasing Group if the Purchasing Group member decides to perform background checks on Contractor or any of its officers, employees, agents, or subcontractors, by providing, at no additional cost to the Purchasing Group member, all releases, waivers and permissions requested by the Purchasing Group member.

**26. PUBLICITY**

Following execution of this Master Agreement, Judicial Council and Contractor may issue a press release, the form and substance of which must be mutually agreeable to the parties, announcing the relationship created by this Master Agreement. Except as expressly contemplated by this paragraph 26, neither the Judicial Council nor Contractor shall issue any additional press release which mentions the other party or the transactions contemplated by this Master Agreement without the prior written consent of the other party which consent will not be unreasonably withheld.

**27. GOVERNING LAW, VENUE**

The formation, interpretation and performance of this Master Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provision. Venue for all litigation relative to the formation, interpretation and performance of this Master Agreement shall be in the City and County of San Francisco.

**28. 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 shall not be used to interpret or determine the validity of this Master Agreement. Any ambiguity in this Master Agreement or any Work Order shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Master Agreement or the Work Order.

**29. SURVIVAL**

Terms which shall survive any termination or expiration of this Master Agreement include, but are not limited to, Indemnity, Warranties, Infringement Indemnity, Audit Rights, and Assignment.



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**30. SIGNATURE AUTHORITY**

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

**31. JUDICIAL BRANCH CONTRACTING LAW PROVISIONS:**

The Judicial Appendix contains the provisions required for compliance with Public Contract Code (“PCC”), part 2.5, enacted under Senate Bill 78 (Stats. 2011, ch. 10), and the Judicial Branch Contracting Manual (“JBCM”) adopted pursuant to that law. In this appendix, (i) “Agreement” refers to the agreement into which this appendix is incorporated, (ii) “JBE” refers to the California judicial branch entity that is a party to the Agreement, (iii) “Contractor” refers to the other party to the Agreement, and (iv) “Consulting Services” refers to those services described in chapter 8, appendix C, section 1 of the JBCM.

- A. **Contractor Certification Clauses.** Contractor certifies that the following representations and warranties are true. Contractor shall cause these representations and warranties to remain true during the term of this Agreement, and Contractor shall promptly notify the JBE if any representation and warranty becomes untrue.
- i. **Non-discrimination.** 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 section 12990 et seq.) and associated regulations (Code of Regulations, title 2, section 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 has notified in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor’s obligations of nondiscrimination.
  - ii. **National Labor Relations Board.** 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.

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iii. **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 JBE.

B. **Provisions Applicable Only to Certain Agreements.** The provisions in this section are *applicable only to the types of agreements specified in the title of each subsection*. If the Agreement is not of the type described in the title of a subsection, then that subsection does not apply to the Agreement.

i. **Agreements over \$10,000.** This Master Agreement, including Orders, is subject to examinations and audit by the California State Auditor for a period of three years after final payment.

ii. **Agreements over \$50,000.** No funds received under this Master Agreement or any Order will be used to assist, promote or deter union organizing during the term of this Master Agreement (including Order or any extension or renewal term).

iii. **Agreements of \$100,000 or More.** Contractor certifies that it is, and will remain for the term of the Agreement, in compliance with: (i) PCC 10295.3, which places limitations on contracts with contractors. 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 provisions of benefits on the basis of an employee's or dependent's actual or perceived gender identity. Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the term of this Agreement) all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, 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. Contractor also certifies that it is not and will not for the term of the Agreement enter into any contract with a contractor whose name appears on a list of the 500 largest tax delinquencies. In addition, Contractor certifies that it does not have any contract with a company that is involved in specified activities in Sudan (i.e., the Darfur Contracting Act).

iv. **Agreements for Services over \$200,000 (Excluding consulting services).** Contractor shall give priority consideration in filling vacancies in positions funded by Orders under this Master Agreement to qualified recipients of aid under Welfare & Institutions Code section 11200 and PCC 10353.

v. **Agreements of \$1,000,000 or More.** Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran ("Iran

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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 JBE to enter into this Agreement pursuant to PCC 2203(c).

- vi. **Agreements for the Purchase of Goods.** Contractor shall not sell or use any article or product as a “loss leader” as defined in Business and Professions Code section 17030.
  
- vii. **Agreements for the Purchase of Certain Goods, and Printing, Parts Cleaning, Janitorial, and Building Maintenance Services Agreements.** If Contractor will sell to the JBE, or use in the performance of this Agreement, goods specified in PCC 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), then with respect to those goods: (i) Contractor shall use recycled products in the performance of this Agreement to the maximum extent doing so is economically feasible, and (ii) upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the PCC 12200, in such goods regardless of whether the goods meet the requirements of PCC 12209. With respect to printer or duplication cartridges that comply with the requirements of PCC 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.
  
- viii. **Agreements for Furnishing Equipment, Materials, Supplies, or for Laundering Services.** Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to a Participating JBE under an Order of this Master Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and PCC 6108. Contractor agrees to cooperate fully in providing reasonable access to Contractor’s records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor’s compliance with the requirements under

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this section and shall provide the same rights of access to the Participating JBE.

- ix. **Agreements relating to DVBE Incentive.** 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: (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the 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 this Agreement certify in a report to the JBE: (1) the total amount of money and percentage of work that Contractor committed to provide to each DVBE subcontractor and the amount each DVBE subcontractor received under the Agreement; (2) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection with the Agreement; (3) the amount each DVBE subcontractor received from Contractor in connection with the Agreement; and (4) that all payments under the Agreement 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.
  
- x. **Agreements Resulting from Competitive Solicitations.** Contractor shall assign to the 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 tenders final payment to the Contractor. If the JBE receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the 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 the 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 the Contractor, the JBE shall, within one year from such demand, reassign the cause of action assigned under this part if the 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

## ATTACHMENT 2 MASTER AGREEMENT TERMS AND CONDITIONS

been injured thereby, or (b) the JBE declines to file a court action for the cause of action.

- xi. **Agreements for Legal Services.** Contractor shall: (i) adhere to legal cost and billing guidelines designated by the JBE; (ii) adhere to litigation plans designated by the JBE, if applicable; (iii) adhere to case phasing of activities designated by the JBE, if applicable; (iv) submit and adhere to legal budgets as designated by the JBE; (v) maintain legal malpractice insurance in an amount not less than the amount designated by the JBE; and (vi) submit to legal bill audits and law firm audits if so requested by the JBE, whether conducted by employees or designees of the JBE or by any legal cost-control provider retained by the JBE for that purpose. Contractor may be required to submit to a legal cost and utilization review as determined by the JBE. If (a) the value of this Agreement is greater than \$50,000, (b) the legal services are not the legal representation of low- or middle-income persons, in either civil, criminal, or administrative matters, and (c) the legal services are to be performed within California, then Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services, or an equivalent amount of financial contributions to qualified legal services projects and support centers, as defined in section 6213 of the Business and Professions Code, during each year of the Agreement equal to the lesser of either (A) thirty (30) multiplied by the number of full time attorneys in the firm's offices in California, with the number of hours prorated on an actual day basis for any period of less than a full year or (B) the number of hours equal to ten percent (10%) of the contract amount divided by the average billing rate of the firm. Failure to make a good faith effort may be cause for nonrenewal of this Agreement or another judicial branch or other state contract for legal services, and may be taken into account when determining the award of future contracts with a judicial branch entity for legal services.
  
- xii. **Agreements Allowing for Reimbursement of Contractor's Costs.** Contractor must include with any request for reimbursement from the JBE a certification that the 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.
  
- xiii. **Agreements Performed in California by Contractors that are Corporations, LLCs, or LPs.** Contractor is, and will remain for the term of the Master Agreement, qualified to do business and in good standing in California.

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- xiv. **Agreements that the Participating JBE Cannot Terminate for Convenience.** The Participating JBE's obligations under this Agreement are subject to the availability of applicable funds. Funding beyond the initial appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement. Upon notice, the JBE may terminate this Agreement in whole or in part, without prejudice to any right or remedy of the JBE, if expected or actual funding is withdrawn, reduced, or limited in any way. If this Agreement is terminated for non-availability of funds, the JBE will pay Contractor for the fair value of work satisfactorily performed prior to the termination, not to exceed the total contract amount.
  
- xv. **Agreements relating to small business preference.** 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. Contractor must within sixty (60) days of receiving final payment under this Agreement 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 75 percent of the person-hours of direct labor required for the production of goods and the provision of services performed pursuant to this Agreement.

**32. ENTIRE AGREEMENT**

This Master Agreement 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 Judicial Council and Contractor.

***END OF EXHIBIT C***

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**MASTER AGREEMENT TERMS AND CONDITIONS**

**EXHIBIT D - ATTACHMENTS**

**Attachment No. 1** – Work Order Form

**Attachment No. 2** – Acceptance and Signoff Form

**Attachment No. 3** – Purchasing Group Member Location Listing

**ATTACHMENT 2  
 MASTER AGREEMENT TERMS AND CONDITIONS  
 ATTACHMENT NO. 1 – SAMPLE WORK ORDER FORM**

<b><u>Purchasing Group Member:</u></b>		<b><u>Bill To:</u></b>	
COURT NAME: _____		NAME: _____	
PROJECT MANAGER: _____		AGENCY: _____	
<b><u>Quote Date:</u></b>	<b><u>TBD</u></b>	<b><u>Revision:</u></b>	<b><u>Purchase Order</u></b>
		<b><u>Number:</u></b>	
<b><u>Requested Service Date:</u></b>	<b><u>TBD</u></b>	<b><u>Initial Term:</u></b>	

**Order Summary**

<u>Line</u>	<u>Description<sup>1</sup></u>	<u>Annual Recurring Cost</u>	<u>Non-Recurring Cost</u>
1.0	<u>Pricing Model [TBD]</u>		
1.1	<u>Subscription License</u>	<u>See Below<sup>1</sup></u>	
1.2	<u>Provisioning</u>		<u>\$ TBD</u>
1.3	<u>Training</u>		<u>\$ TBD</u>
<b><u>Sub Total:</u></b>		<b><u>\$00.00</u></b>	<b><u>\$ TBD</u></b>
<b><u>Order Total:</u></b>			<b><u>\$00.00</u></b>

<sup>1</sup>Pricing model based on individual Purchasing Group member employee count.

<u>Court Size (# of EE's)</u>	<u>Annual License</u>
0 – 249	<u>\$ TBD</u>
250 – 499	<u>\$ TBD</u>
500 – 999	<u>\$ TBD</u>
1000 – 2499	<u>\$ TBD</u>
2499 - 4999	<u>\$ TBD</u>
5000 +	<u>\$ TBD</u>

**Order Detail**

The annual license for the Software includes all features, functionality and support as included in the Master Agreement.

**Work Order Form Terms and Conditions:**

This order is placed pursuant to the Terms and Conditions of Master Agreement MA- [TBD]

**Additional Information:**

*End of the Work Order Form*



**ATTACHMENT 2**  
**MASTER AGREEMENT TERMS AND CONDITIONS**  
**ATTACHMENT NO. 2 - ACCEPTANCE AND SIGN-OFF FORM**

Description of Work provided by Contractor:

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

Work is:

1) Submitted on time:  yes  no. If no, please note length of delay and reasons.

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2) Complete:  yes  no. If no, please identify incomplete aspects of the Work.

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

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Please note level of satisfaction:

Poor  Fair  Good  Very Good  Excellent

Comments, if any:

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Acceptance status:

- Unacceptable, as noted above.
- Substantial Completion is granted; issues to be addressed in Punch List.
- Acceptance is granted.

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

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

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

***End of Acceptance and Signoff Form***

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MASTER AGREEMENT TERMS AND CONDITIONS**

**ATTACHMENT NO. 3 – PURCHASING GROUP MEMBER LOCATION LISTING**

<b>TRIAL COURT LOCATIONS</b>		
<b>Court Name</b>	<b>Address</b>	<b>City</b>
<b>Superior Court of Alameda County</b>		
Alameda County Courthouse	1225 Fallson St.	Oakland
<b>Superior Court of Alpine County</b>		
Alpine County Courthouse	14777 State Route 89	Markleeville
<b>Superior Court of Amador County</b>		
Amador County Courthouse	500 Argonaut Ln	Jackson
<b>Superior Court of Butte County</b>		
Butte County Courthouse	1 Court Street	Oroville
<b>Superior Court of Calaveras County</b>		
Calaveras County Courthouse	400 Government Center Dr	San Andreas
<b>Superior Court of Colusa County</b>		
Courthouse Annex	532 Oak Street	Colusa
<b>Superior Court of Contra Costa County</b>		
Old Court House	725 Court Street	Martinez
Fiscal Unit	649 Main St. Ste 101	Martinez
<b>Superior Court of Del Norte County</b>		
Del Norte County Superior Court	450 'H' Street	Crescent City
<b>Superior Court of El Dorado County</b>		
Main Street Courthouse	495 Main Street	Placerville
<b>Superior Court of Fresno County</b>		
Fresno County Courthouse.	1100 Van Ness Ave.	Fresno
<b>Superior Court of Glenn County</b>		
Historic Courthouse	526 Sycamore Street	Willows

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<b>Superior Court of Humboldt County</b>		
Humboldt County Courthouse (Eureka)	825 Fifth Street	Eureka
<b>Superior Court of Imperial County</b>		
Imperial County Courthouse	939 West Main Street	El Centro
<b>Superior Court of Inyo County</b>		
Independence Superior Court	168 N. Edwards Street	Independence
<b>Superior Court of Kern County</b>		
Main Courthouse	1415 Truxtun Ave.	Bakersfield
<b>Superior Court of Kings County</b>		
Hanford Courthouse	1640 Kings County Drive	Hanford
<b>Superior Court of Lake County</b>		
Courthouse	255 North Forbes Street	Lakeport
<b>Superior Court of Lassen County</b>		
Lassen County Courthouse	2610 Riverside Drive	Susanville
<b>Superior Court of Los Angeles County</b>		
Los Angeles County Superior/Municipal Court	110 N. Grand Avenue	Los Angeles
<b>Superior Court of Madera County</b>		
Madera Courthouse	209 W. Yosemite Avenue	Madera
<b>Superior Court of Marin County</b>		
Civic Center Courthouse	3501 Civic Center Drive	San Rafael
<b>Superior Court of Mariposa County</b>		
Mariposa Courthouse	5088 Bullion Street	Mariposa
<b>Superior Court of Mendocino County</b>		
County Courthouse	100 N. State Street	Ukiah
<b>Superior Court of Merced County</b>		

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Adobe Building	627 West 24th Street	Merced
<b>Superior Court of Modoc County</b>		
Barkley Justice Center	205 East Street	Alturas
<b>Superior Court of Mono County</b>		
Mono Superior Courthouse	100 Thompson Way	Mammoth Lakes
<b>Superior Court of Monterey County</b>		
Main	240 Church St.	Salinas
<b>Superior Court of Napa County</b>		
Historical Courthouse	825 Brown Street	Napa
<b>Superior Court of Nevada County</b>		
Courthouse	201 Church Street	Nevada City
<b>Superior Court of Orange County</b>		
Central Justice Center	700 Civic Center Drive	Santa Ana
<b>Superior Court of Placer County</b>		
Superior Court in Roseville	10820 Justice Center Drive	Roseville
<b>Superior Court of Plumas County</b>		
Courthouse	520 Main Street	Quincy
<b>Superior Court of Riverside County</b>		
1903/33 Courthouse	Downtown Riverside, Justice Center	Riverside
<b>Superior Court of Sacramento County</b>		
Gordon D. Schaber Courthouse	720 9th Street	Sacramento
<b>Superior Court of San Benito County</b>		
San Benito Courthouse	450 Fifth Street	Hollister
<b>Superior Court of San Bernardino County</b>		
Central Courthouse - Annex	351 North Arrowhead Ave	San Bernardino
<b>Superior Court of San Diego County</b>		
Hall of Justice	330 West Broadway	San Diego

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<b>Superior Court of San Francisco County</b>		
Civic Center Courthouse	400 McAllister Street	San Francisco
<b>Superior Court of San Joaquin County</b>		
Main Courthouse	222 East Weber Avenue, Rm 303	Stockton
<b>Superior Court of San Luis Obispo County</b>		
San Luis Obispo Government Center	1035 Palm Street	San Luis Obispo
<b>Superior Court of San Mateo County</b>		
Hall of Justice	400 County Center	Redwood City
<b>Superior Court of Santa Barbara County</b>		
Santa Barbara County Courthouse	1100 Anacapa Street	Santa Barbara
<b>Superior Court of Santa Clara County</b>		
Downtown Superior Courthouse	191 North First Street	San Jose
<b>Superior Court of Santa Cruz County</b>		
County Administration Building (Level 1)	701 Ocean Street	Santa Cruz
<b>Superior Court of Shasta County</b>		
Main Courthouse	1500 Court Street	Redding
<b>Superior Court of Sierra County</b>		
Courthouse/Sheriff Station-Jail	100 Courthouse Square	Downieville
<b>Superior Court of Siskiyou County</b>		
Siskiyou (Yreka)	311-4th Street	Yreka
<b>Superior Court of Solano County</b>		
Hall of Justice - Fairfield	600 Union Avenue	Fairfield
<b>Superior Court of Sonoma County</b>		
Hall of Justice	600 Administration Dr.	Santa Rosa
<b>Superior Court of Stanislaus County</b>		
Courthouse	800 11th Street	Modesto

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<b>Superior Court of Sutter County</b>		
Sutter County Courthouse	1175 Civic Center Blvd.	Yuba City
<b>Superior Court of Tehama County</b>		
Historic Courthouse	633 Washington Street	Red Bluff
<b>Superior Court of Trinity County</b>		
Trinity County Courthouse	11 Court Street	Weaverville
<b>Superior Court of Tulare County</b>		
Visalia Superior Court	221 S. Mooney Blvd	Visalia
<b>Superior Court of Tuolumne County</b>		
Historic Courthouse	41 W Yaney	Sonora
<b>Superior Court of Ventura County</b>		
Hall of Justice	800 South Victoria Avenue	Ventura
<b>Superior Court of Yolo County</b>		
Courthouse	725 Court Street	Woodland
<b>Superior Court of Yuba County</b>		
Yuba County Courthouse	215 5th Street	Marysville

*End of Purchasing Group Member Location Listing*