

AGREEMENT NUMBER @Agreement Number
FEDERAL EMPLOYER ID NUMBER @Fed. Employer ID Number

1. 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**.

2. This Agreement becomes effective as of **@Date** (the "Effective Date") and expires on **@Date**.

3. The title of this Agreement is: **@Title**.

The title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of the Agreement.

4. The maximum amount that the AOC may pay Contractor under this Agreement is **\$\$@Dollar amount**.

5. 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. If there are any inconsistent terms in the exhibits, the following is the descending order of precedence: Exhibits **A, B, C, D, and E**.

- Exhibit A, Standard Provisions;
- Exhibit B, Special Provisions;
- Exhibit C, Payment Provisions;
- Exhibit D, Work to be Performed; and,
- Exhibit E, Attachments, @including Attachment 1, Acceptance and Signoff Form.



AOC'S SIGNATURE	CONTRACTOR'S SIGNATURE
Judicial Council of California, Administrative Office of the Courts	CONTRACTOR'S NAME (if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.) @Contractor name
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING @name and title	PRINTED NAME AND TITLE OF PERSON SIGNING
DATE EXECUTED	DATE EXECUTED
ADDRESS Attn: Fiscal Services Office, Business Services Unit 455 Golden Gate Avenue San Francisco, CA 94102	ADDRESS @Address

EXHIBIT A
STANDARD PROVISIONS

1. Indemnification

The Contractor shall indemnify, defend (with counsel satisfactory to the AOC), and save harmless the AOC and its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all other contractors, Subcontractors, suppliers, and laborers, and any other person, firm, or corporation furnishing or supplying Work, Materials, Data, or services in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor or its agents or employees in the performance of this Agreement.

2. Relationship of Parties

The Contractor and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

3. Termination for Cause

The AOC may terminate this Agreement and be relieved of the payment of any consideration to the Contractor if the Contractor fails to perform the provisions of this Agreement at the time and in the manner provided. If the Agreement is terminated, the AOC may proceed with the Work in any manner it deems proper. The cost to the AOC to perform this Agreement shall be deducted from any sum due the Contractor under this Agreement or any other agreement, and the balance, if any, shall be paid to the Contractor upon demand.

4. No Assignment

Without the written consent of the AOC, the Contractor shall not assign this Agreement in whole or in part.

5. Time of Essence

Time is of the essence in the performance of Work under this Agreement.

6. Validity of Alterations

Alteration or variation of the terms of this Agreement shall not be valid unless made in writing and signed by the parties, and an oral understanding or agreement that is not incorporated shall not be binding on any of the parties.

7. Consideration

State of California Standard Agreement
Contract No. @ct with @Ktr

The consideration to be paid to the Contractor under this Agreement shall be compensation for all the Contractor's expenses incurred in the performance of this Agreement, including travel and per diem, unless otherwise expressly provided.

END OF EXHIBIT

EXHIBIT B
SPECIAL PROVISIONS

1. Definitions

Terms defined below and elsewhere throughout the Contract Documents shall apply to the Agreement as defined.

- A. “**Administrative Director of the Courts**” refers to that individual, or authorized designee, empowered by the AOC to make final and binding executive decisions on behalf of the AOC.
- B. “**Amendment**” means a written document issued by the AOC and signed by the Contractor which alters the Contract Documents and identifies the following: (i) a change in the Work; (ii) a change in Contract Amount; (iii) a change in time allotted for performance; and/or (iv) an adjustment to the Agreement terms.
- C. “**AOC Standard Agreement**” means the form used by the AOC to enter into agreements with other parties. Several originally signed, fully executed versions of the AOC Standard Agreement, together with the integrated Contract Documents, shall each represent the Agreement as an individual “**Contract Counterpart.**”
- D. “**Confidential Information**” means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the AOC’s business or the business of its constituents. Confidential Information does not include (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information that is independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.
- E. The “**Contract**” or “**Contract Documents**” constitute the entire integrated agreement between the AOC and the Contractor, as attached to and incorporated by a fully executed AOC Standard Agreement form. The terms “Contract” or “Contract Documents” may be used interchangeably with the term “**Agreement.**”
- F. The “**Contractor**” means the individual, association, partnership, firm, company, consultant, corporation, subsidiaries, affiliates, or combination thereof, including joint ventures, contracting with the AOC to do the Contract Work. The Contractor is one of the parties to this Agreement.
- G. “**Data**” means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
- H. “**Day**” means calendar day, unless otherwise specified.

- I. **“Deliverable(s)”** or **“Submittal(s)”** means one or more items, if specified in the Contract Documents, that the Contractor shall complete and deliver or submit to the AOC for acceptance.
- J. **“Force Majeure”** means a delay which impacts the timely performance of Work which neither the Contractor nor the AOC are liable for because such delay or failure to perform was unforeseeable and beyond the control of the party. Acts of Force Majeure include, but are not limited to:
- i. Acts of God or the public enemy;
 - ii. Acts or omissions of any government entity;
 - iii. Fire or other casualty for which a party is not responsible;
 - iv. Quarantine or epidemic;
 - v. Strike or defensive lockout; and,
 - vi. Unusually severe weather conditions.
- K. **“Material”** means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.
- L. **“Notice”** means a written document initiated by the authorized representative of either party to this Agreement and given by:
- i. Depositing in the U. S. Mail (or approved commercial express carrier) prepaid to the address of the appropriate authorized representative of the other party, which shall be effective upon date of receipt; or
 - ii. Hand-delivered to the other party’s authorized representative, which shall be effective on the date of service.
- M. **“Project”** refers to all activity relative to this Agreement including activity of the Contractor, its Subcontractors, the AOC and the AOC’s representatives.
- N. **“Stop Work Order”** means the written Notice, delivered in accordance with this Agreement, by which the AOC may require the Contractor to stop all, or any part, of the Work of this Agreement, for the period set forth in the Stop Work Order. The Stop Work Order shall be specifically identified as such and shall indicate that it is issued pursuant to the Stop Work provision in this Exhibit B.
- O. **“Subcontractor”** shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of the Agreement. When the AOC refers to Subcontractor(s) in this document, for purposes of this Agreement and unless otherwise expressly stated, the term “Subcontractor” includes, at every level and/or tier, all subcontractors, sub-consultants, suppliers, and materialmen.
- P. **“Task(s)”** means one or more functions, if specified in the Contract Documents, to be performed by the Contractor for the AOC.

- Q. **“Third Party”** refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, other than the AOC or the Contractor, which is not a party to this Agreement.
- R. **“Work”** or **“Work to be Performed”** or **“Contract Work”** may be used interchangeably to refer to the service, labor, Materials, Data, and other items necessary for the execution, completion and fulfillment of the Agreement by the Contractor to the satisfaction of the AOC. Work may be defined to include Tasks, Deliverables, and/or Submittals, as required by the Contract.

2. Termination Other Than for Cause

- A. In addition to termination for cause under Exhibit A, Standard Provisions paragraph 3, the AOC may terminate this Agreement at any time upon providing the Contractor written Notice at least ten (10) Days before the effective date of termination. Upon receipt of the termination Notice, the Contractor shall promptly discontinue all services affected unless the Notice specifies otherwise.
- B. If the AOC terminates all or a portion of this Agreement other than for cause, the AOC shall pay the Contractor for the fair value of satisfactory services rendered before the termination, not to exceed the total Contract Amount.

3. AOC's Obligation Subject to Availability of Funds

- A. The AOC's obligation under this Agreement is subject to the availability of authorized funds. The AOC may terminate the Agreement or any part of the Contract Work, without prejudice to any right or remedy of the AOC, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Agreement, or in any Amendment hereto, the AOC may terminate this Agreement in whole or in part, upon written Notice to the Contractor. Such termination shall be in addition to the AOC's rights to terminate for convenience or default.
- B. Payment shall not exceed the amount allowable for appropriation by Legislature. If the Agreement is terminated for non-appropriation:
- i. The AOC will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and
 - ii. The Contractor shall be released from any obligation to provide further services pursuant to the Agreement as are affected by the termination.
- C. Funding for this Agreement beyond the current appropriation year is conditional upon appropriation by the Legislature of sufficient funds to support the activities described in this Agreement. Should such an appropriation not be approved, the

Agreement may terminate at the close of the current appropriation year. The appropriation year ends on June 30 of each year.

4. Stop Work

- A. The AOC may, at any time, by written Notice to the Contractor, require the Contractor to stop all, or any part, of the Work of this Agreement, for a period up to ninety (90) Days after the Notice is delivered to the Contractor, and for any further period to which the parties may agree (“**Stop Work Order**”). The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Stop Work Order during the period of Work stoppage. Within a period of ninety (90) Days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the AOC shall either:
- i. Cancel the Stop Work Order; or
 - ii. Terminate the Work covered by the Stop Work Order as provided for in either of the termination provisions of this Agreement.
- B. If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume Work. The AOC shall make an equitable adjustment in the delivery schedule, the Contract Amount, or both, and the Agreement shall be modified, in writing, accordingly, if:
- i. The Stop Work Order results in an increase in the time required for, or in the Contractor’s cost properly allocable to the performance of any part of this Agreement; and
 - ii. The Contractor asserts its right to an equitable adjustment within thirty (30) Days after the end of the period of Work stoppage; however, if the AOC decides the facts justify the action, the AOC may receive and act upon a proposal submitted at any time before final payment under this Agreement.
- C. If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated in accordance with the Termination Other Than For Cause provision or the AOC’s Obligation Subject to Availability of Funds provision, as set forth under Exhibit B, the AOC shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- D. The AOC shall not be liable to the Contractor for loss of profits because of the Stop Work Order issued under this provision.

5. Agreement Administration / Communication

- A. Under this Agreement, the Project Manager, @PM, shall monitor and evaluate the Contractor's performance. All requests and communications about the Work to be Performed under this Agreement shall be made through the Project Manager.

- i. Any Notice from the Contractor to the AOC shall be in writing and shall be delivered the Project Manager as follows:

@PM, Project Manager
Judicial Council of California
Administrative Office of the Courts
455 Golden Gate Avenue
San Francisco, CA 94102-3688

- ii. @Other than for Notices, the Project Manager may be contacted as follows:

@PM, Project Manager
Telephone: 415-865-@@@@
Facsimile: 415-865-@@@@
Email: @jud.ca.gov

- iii. Notice to the Contractor shall be directed in writing to:

@Ktr
@Attn
@Address1
@Address2

- iv. @Other than for Notices, the Contractor may be contacted as follows:

@Attn
Telephone: @
Facsimile: @
Email: @

6. Manner of Performance of Work

The Contractor shall complete all Work specified in these Contract Documents to the AOC's satisfaction and in compliance with the Nondiscrimination / No Harassment Clause, as set forth in this Exhibit B.

7. Subcontracting

The Contractor shall not subcontract this Agreement or services provided under this Agreement, unless the AOC agrees to the subcontracting in writing. Any authorized subcontract(s) shall be executed in the same manner as this Agreement. No party to this Agreement shall in any way contract on behalf of or in the name of another party to this Agreement.

8. Changes and Amendments

Changes or Amendments to any component of the Contract Documents can be made only with prior written approval from the Project 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 Agreement due to an act of Force Majeure, although the performance period of the Agreement may be amended due to an act of Force Majeure. After the Project Manager reviews the request, a written decision shall be provided to the Contractor. Amendments to the Agreement shall be authorized via bilateral execution of a AOC Standard Agreement.

9. Accounting System Requirement

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

10. Retention of Records

The Contractor shall maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with state and federal law, a minimum retention period being no less than four (4) years. The retention period starts from the date of the submission of the final payment request. The Contractor is also obligated to protect Data adequately against fire or other damage.

11. Audit

The Contractor shall permit the authorized representative of the AOC or its designee or both at any reasonable time to inspect or audit all Data relating to performance and billing to the AOC under this Agreement. The Contractor further agrees to maintain such Data for a period of four (4) years after final payment under this Agreement.

12. Insurance Requirements

A. General. The Contractor shall obtain and maintain the minimum insurance set forth in subparagraph B, below. By requiring such minimum insurance, the AOC shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall 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, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Agreement.

B. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage and limits no less than the following:

- i. Workers' Compensation at statutory requirements of the state of residency.
 - ii. Employers' Liability with limits not less than @\$500,000.00 @\$1,000,000.00 @other for each accident.
 - iii. Commercial General Liability Insurance with limits not less than @\$500,000.00 @\$1,000,000.00 @other for each occurrence, Combined Single Limit Bodily Injury and Property Damage.
 - iv. Business Automobile Liability Insurance with limits not less than @\$500,000.00 @\$1,000,000.00 @other for each occurrence, Combined Single Limit Bodily Injury and Property Damage, including owned and non-owned and hired automobile coverage, as applicable.
 - v. Professional Liability: @Errors and Omissions @Malpractice; @\$500,000.00 @\$1,000,000.00 @other.
 - vi. The following Excess coverage, at the same limits specified for Comprehensive General Liability: @Contractual Liability, Independent Contractor, Broadform Property Damage, 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 AOC. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the AOC and shall be the sole responsibility of the Contractor.
- D. Other Insurance Provisions. The General Liability policy required in this Agreement is to contain, or be endorsed to contain, the following provisions:
- i. The AOC, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement.
 - ii. To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the AOC, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the AOC, its officers, officials, employees or agents shall not contribute with the insurance or benefit the Contractor in any way,
 - iii. The Contractor's insurance shall 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.
- E. The Contractor shall provide the AOC certificates of insurance satisfactory to the AOC evidencing all required coverages before Contractor begins any Work under this Agreement, and complete copies of each policy upon the AOC's request.
- F. If at any time the foregoing policies shall be or become unsatisfactory to the AOC, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the AOC, the Contractor shall, upon Notice to that effect from the AOC, promptly obtain a new policy, and shall submit the same to the AOC, with the appropriate certificates and endorsements, for approval.

- G. All of the Contractor's policies shall be endorsed to provide advanced written Notice to the AOC of cancellation, nonrenewal, and reduction in coverage, within @fifteen (15) Days, mailed to the following address: @Judicial Council, Administrative Office of the Courts, Senior Manager, Business Services, 455 Golden Gate Ave., 6th Floor, San Francisco, CA 94102-3688.

13. Confidentiality

- A. Both the AOC and the Contractor acknowledge and agree that in the course of performing the Work under this Agreement, the AOC may disclose Confidential Information to the Contractor.
- B. The Contractor agrees not to disclose the Confidential Information to any Third Party and to treat it with the same degree of care as it would its own confidential information. It is understood, however, that the Contractor may disclose the AOC's Confidential Information on a "need to know" basis to the Contractor's employees and Subcontractors and, as directed by the Project Manager, representatives of the AOC that are working on the Project. All such employees and Subcontractors of the Contractor shall have executed a confidentiality agreement with the Contractor requiring a promise of confidentiality concerning the Contractor's clients and business.
- C. The Contractor shall acquire no right or title to the Confidential Information. The Contractor agrees not to use the Confidential Information for any purpose except as contemplated pursuant to this Agreement. Notwithstanding the foregoing, the Contractor may disclose the Confidential Information (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it; (ii) as appropriate to respond to any summons or subpoena applicable to it; or (iii) to the extent necessary to enforce its rights under this Agreement.

14. Conflict of Interest

- A. The Contractor and employees of the Contractor shall not participate in proceedings that involve the use of state funds or that are sponsored by the AOC if the person's partner, family, or organization has a financial interest in the outcome of the proceedings. The Contractor and employees of the Contractor shall also avoid actions resulting in or creating the appearance of (i) use of an official position with the government for private gain; (ii) preferential treatment to any particular person associated with this Agreement or the Work of this Agreement; (iii) loss of independence or impartiality; (iv) a decision made outside official channels; or (v) adverse effects on the confidence of the public in the integrity of the government or this Agreement.
- B. The Contractor certifies and shall require any Subcontractor to certify to the following: Former AOC employees will not be awarded a contract for two (2) years from the date of separation if that employee had any part of the decision making process relevant to the contract, or for one (1) year from the date of separation if that employee was in a policy making position in the same general subject area as the

proposed contract within the twelve (12) month period of his or her separation from state service.

15. Covenant Against Gratuities

The Contractor warrants by signing this Agreement that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the Contractor or any agent, director, or representative of the Contractor, to any officer, official, agent, or employee of the AOC with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the AOC will have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the AOC in procuring, on the open market, any items which the Contractor agreed to supply, shall be borne and paid for by the Contractor. The rights and remedies of the AOC provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

16. Drug-Free Workplace

The Contractor certifies that it will provide a drug-free workplace as required by California Government Code, Section 8355 through Section 8357.

17. Americans with Disabilities Act

By signing this Agreement, Contractor assures the AOC that it complies with applicable provisions of the Americans with Disabilities Act ("ADA") of 1990 (42 U.S.C. Sections 012101 *et seq.*), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

18. California Law

This Agreement shall be subject to and construed in accordance with the laws of the State of California.

19. Severability

If any term or provision of this Agreement is found to be illegal or unenforceable, this Agreement shall remain in full force and effect and that term or provision shall be deemed stricken.

20. Waiver

The omission by either party at any time to enforce any default or right, or to require performance of any of this Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of the default or right, nor shall it affect the right of the party to enforce those provisions later.

21. Signature Authority

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

22. Survival

The termination or expiration of the Agreement shall not relieve either party of any obligation or liability accrued hereunder prior to or subsequent to such termination or expiration, nor affect or impair the rights of either party arising under the Agreement prior to or subsequent to such termination or expiration, except as expressly provided herein.

23. Judicial Branch Contracting Law Provisions

The Judicial Branch Contracting Law (JBCL) provisions are 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.

- A. Contractor Certification Clauses.** Contractor certifies that the following representations and warranties are true, and shall cause these representations and warranties to remain true during the term of this Agreement. Contractor shall promptly notify the AOC 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 non-discrimination.
 - 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.
 - 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 AOC.

- 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 Agreement 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 Agreement will be used to assist, promote or deter union organizing during the term of this Agreement (including 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 PCC 10295.3, which places limitations on contracts with contractors who discriminate in the provision of benefits regarding marital or domestic partner status. 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.
 - iv. **Agreements for Services over \$200,000 (Excluding consulting services).** Contractor shall give priority consideration in filling vacancies in positions funded by this 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 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 AOC 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 AOC, 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 the AOC under this 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, 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 this section and shall provide the same rights of access to the AOC.
- ix. **Agreements for which Contractor Has Committed to Achieve DVBE Participation.** Contractor shall within sixty (60) days of receiving final payment under this Agreement certify in a report to the AOC: (i) the total amount the prime Contractor received under this Agreement; (ii) the name and address of any disabled veterans business enterprise ("DVBE") that participated in the performance of this Agreement; (iii) the amount each DVBE received from the Contractor; (iv) that all payments under this Agreement have been made to the DVBE; and (v) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.
- x. **Agreements Resulting from Competitive Solicitations.** Contractor shall assign to the AOC 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 AOC. Such assignment shall be made and become effective at the time the AOC tenders final payment to the Contractor. If the AOC 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 AOC any portion of the recovery, including treble damages, attributable to overcharges that were paid by the Contractor but were not paid by the AOC 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 AOC 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 AOC has not been injured thereby, or (b) the AOC 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 AOC; (ii) adhere to litigation plans designated by the AOC, if applicable; (iii) adhere to case phasing of activities designated by the AOC, if applicable; (iv) submit and adhere to legal budgets as designated by the AOC; (v) maintain legal malpractice insurance in an amount not less than the amount designated by the AOC; and (vi) submit to legal bill audits and law firm audits if so requested by the AOC, whether conducted by employees or designees of the AOC or by any legal cost-control provider retained by the AOC for that purpose. Contractor may be required to submit to a legal cost and utilization review as determined by the AOC. 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 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 non-renewal of the 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 AOC 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 AOC 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 Agreement, qualified to do business and in good standing in California.

24. Entire Agreement

This Agreement, consisting of all documents as defined herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties. No waiver, alteration, modification of, or addition to the terms and conditions contained herein shall be binding unless expressly agreed in writing by a duly authorized representative of the AOC.

END OF EXHIBIT

@OPTIONAL SPECIAL PROVISIONS

25. Optional Definitions

- A. **“Acceptance”** means the written acceptance issued to the Contractor by the AOC after the Contractor has completed a Deliverable, Submittal, or other Contract requirement, @such as unit testing, in compliance with the Contract Documents, including without limitation, @Exhibit D, Work to Be Performed, @the applicable test criteria to be agreed upon by the parties, @and the Acceptance of the Work provision set forth in this exhibit.
- B. **“Change Order”** means a written document issued by the AOC and signed by both parties which directs the Contractor to proceed promptly with specific Work and which does not, in and of itself, constitute the Contractor’s entitlement to a change in time for performance, the Contract Amount, and/or Contract terms and conditions.
- C. **“Change Proposal”** means a document prepared by the Contractor at the request of the AOC, which proposes in detail changes to the Work and/or adjustments to the Contract Amount and/or time for performance.
- D. The **“Contractor’s Technology”** refers to various concepts, ideas, methods, methodologies, procedures, processes, know-how, and techniques including, without limitation, @function, process, system and data models; @templates; @generalized features of the structure, sequence and organization software, user interfaces and screen designs; @general purpose consulting and software tools, utilities and routines; and, @logic, coherence and methods of operation of systems which the

Contractor has created, acquired or otherwise has rights in and may, in connection with the performance of services hereunder, create, acquire or otherwise obtain rights in.

- E. **“Disabled Veteran’s Business Enterprise”** or **“DVBE”** means a business entity that has complied with the requirements under California law to become certified by the California Office of Small Business Certification and Resources as a business owned and operated by a disabled veteran of the United States military, naval or air services.
- F. **“Final Acceptance”** is the written acceptance issued by the AOC, by and through its Project Manager, that accepts as final and complete the @Work requirements of this Contract, including but not limited to @testing of all of the business system flows, including custom processes and reports, in a fully migrated and tested, integrated business system solution, in accordance with the terms and conditions of the Contract Documents, @including without limitation Exhibit D, Work to Be Performed, @the applicable test criteria to be agreed upon by the parties, @and the Acceptance of the Work provision of this exhibit.
- G. **“Key Personnel”** refers to the Contractor’s personnel named in @Exhibit E, Contractor’s Key Personnel, whom the AOC has identified and approved to perform the Work of the Contract. Qualifications of Key Personnel are represented by the resumes set forth in @Exhibit E. Roles of Key Personnel are set forth in @Exhibit D, Work to be Performed.
- H. **“Master Agreement”** means the component of the Agreement that sets forth the terms and conditions under which the AOC retains the Contractor and the Contractor provides consulting Work by executing an individual @Work Order for a particular @Project for a particular @Work Order Amount.
- I. **“Milestone(s)”** means one or more events or dates, if specified in the Contract Documents, by which Work, as identified, must be provided by the Contractor.
- J. **“AOC Representative”** shall mean those individuals and/or functions set forth in the Contract Documents or any Notice associated with this Contract. AOC Representatives shall also include those individuals designated to perform technical and/or administrative functions pursuant to this Contract. All communications with the AOC shall be through such individuals.
- K. **“Substantial Completion”** will be defined by the following conditions, at a minimum:
- i. All parts of the Work, as set forth in Exhibit D, Work to be Performed, are functional;
 - ii. The AOC has full use and benefit of the Work for the purpose intended; and
 - iii. Only minor incidental work or correction or repair remains to complete all Agreement requirements.

- L. “**Term**” refers to the period defined by a beginning date and an end date, in accordance with the terms and conditions set forth in the Agreement, during which the Contractor is authorized to provide the Contract Work. The possible Terms of the Agreement are described further in this Exhibit’s [paragraph @XX](#), [@Agreement Term\(s\) and Options to Renew](#).
- M. “**Trial Court(s)**” or “**Court(s)**” means one or more of the fifty-eight (58) superior courts in the California state trial court system.
- N. “**Working Hours**” refers to an average eight (8) hour work shift in a business day, falling between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, .
- O. “**@Work Order**” refers to a document, substantially in the form of [@Exhibit F, Attachment 2, Work Order Form](#), that is used by the AOC to authorize Work pursuant to this [@Master Agreement](#). Each [@Work Order](#) will include details about the nature of the Work the Contractor will perform, the timeline for completion of the Work, budget requirements, additional reporting guidelines, or other practical details. A [@Work Order](#) is authorized when the AOC Standard Agreement form that is the first page of the [@Work Order](#) has been bilaterally executed.
- P. “**@Work Order Amount**” refers to the amount of funds that is encumbered via the AOC Standard Agreement form that is the first page of each authorized [@Work Order](#). The amount that the AOC may pay to the Contractor for Work provided pursuant to each [@Work Order](#), if any, shall not exceed the [@Work Order Amount](#) stated therein.

26. Evaluation of Contractor

The AOC shall evaluate the Contractor's performance under the Agreement.

27. Acceptance of the Work

- A. The Project Manager shall be responsible for the sign-off acceptance of all the Work required and submitted pursuant to this Agreement. Prior to approval of the Work and prior to approval for payment, the Project Manager will apply the acceptance criteria set forth in subparagraph B of this provision, as appropriate, to determine the acceptability of the Work provided by the Contractor. Unsatisfactory ratings will be resolved as set forth in this provision.
- B. Acceptance Criteria for Work (“**Criteria**”) provided by the Contractor pursuant to this Agreement:
 - i. Timeliness: The Work was delivered on time;
 - ii. Completeness: The Work contained the Data, Materials, and features required in the Contract; and
 - iii. Technical accuracy: The Work is accurate as measured against commonly accepted standard (for instance, a statistical formula, an industry standard, or de facto marketplace standard).

- C. The Contractor shall provide the Work to the AOC, in accordance with direction from the Project Manager. The AOC shall accept the Work, provided the Contractor has delivered the Work in accordance with the Criteria. The AOC's Project Manager shall use the Acceptance and Signoff Form, provided as @Attachment 1 to this Agreement, to notify the Contractor of the Work's acceptability.
- D. If the AOC rejects the Work provided, the AOC's Project Manager shall submit to the Contractor a written rejection using @Attachment 1, the Acceptance and Signoff Form, describing in detail the failure of the Work as measured against the Criteria. If the AOC rejects the Work, then the Contractor shall have a period of ten (10) business days from receipt of the Notice of rejection to correct the stated failure(s) to conform to the Criteria.
- E. If the Project Manager requests further change, the Contractor shall meet with the Project Manager, within three (3) business days of such request, to discuss changes for the final submission of the Work. The Contractor shall provide the Work within three (3) business days after this meeting, at which time the Work will be accepted or the question of its acceptability referred to the Administrative Director of the Courts and a principal of the Contractor, as set forth in subparagraph F below.
- F. If agreement cannot be reached between the AOC's Project Manager and the Contractor on the Work's acceptability, a principal of the Contractor and the Administrative Director of the Courts (or designee), shall meet to discuss the problem. If agreement cannot be reached, in the reasonable judgment of the Administrative Director of the Courts (or designee), or the Contractor fails to cure such deficiencies that are perceived in the Work to the reasonable satisfaction of the Administrative Director of the Courts (or designee), in the reasonable time established by the Administrative Director of the Courts, the AOC may reject the Work and will notify the Contractor in writing of such action and the reason(s) for so doing. Upon rejection of the Work, the AOC may terminate this Agreement pursuant to the terms of Standard Provisions paragraph 3, as set forth in Exhibit A.

28. Standard of Professionalism

The Contractor shall conduct all work consistent with professional standards for the industry and type of work being performed under the Agreement.

29. Service Guarantee

The Contractor agrees that throughout the term of this Agreement, the guarantee set forth in the provision shall apply. The Contractor guarantees that Work performed pursuant to this Agreement shall be fit for use as reasonably intended by the parties and shall be in accordance with Contract and performance requirements.

30. Services Warranty

The Contractor warrants and represents that each of its employees, independent contractors or agents assigned to perform any services or provide any technical assistance in planning, development, training, consulting or related services under the terms of this Agreement shall have the skills, training, and background reasonably commensurate with his or her level of performance or responsibility, so as to be able to perform in a competent and professional manner. The Contractor further warrants that the services provided hereunder will conform to the requirements of this Agreement. All warranties, including any special warranties specified elsewhere herein, shall inure to the AOC, its successors, assigns, customer agencies, and any other recipients of the services provided hereunder.

31. Warranty – Basic & Professional

- A. Unless otherwise specified, the warranties contained in this Agreement begin after Work has been approved and accepted by the AOC.
- B. The Contractor warrants that the Work furnished hereunder will conform to the requirements of this Agreement and such Work (if a product) will be merchantable, for its intended purposes, free from all defects in Materials and workmanship, and to the extent not manufactured pursuant to detailed designs furnished by the AOC, free from defects in design. The AOC's approval of designs or specifications furnished by the Contractor shall not relieve the Contractor of its obligations under this warranty.
- C. All warranties, including any special warranties specified elsewhere herein, shall inure to the AOC, its successors, assigns, customer agencies, and users of the Work provided hereunder.

32. Warranty

- A. The Contractor warrants and represents that each of its employees, Subcontractors and/or agents assigned to perform any services or provide any technical assistance in assessment, requirements review, design, build, testing, and production or related services under the terms of this Agreement shall have the skills, training, and background reasonably commensurate with his or her level of responsibility, so as to be able to perform in a competent and professional manner, in accordance with generally accepted industry standards.
- B. The Contractor warrants that, for a period of @ months after final @Acceptance of the Work, as set forth in @Exhibit D, Work to be Performed:
 - i. The Work provided hereunder will conform to the requirements of this Agreement.
 - ii. The Work will conform to the business requirements as approved by the AOC's Project management and will be free from technical design flaws.
- C. The AOC's approval of designs or specifications furnished by the Contractor shall not relieve the Contractor of its obligations under this warranty, the duration of which is controlled by subparagraph B of this provision.

- D. All warranties, including any special warranties specified elsewhere herein, shall inure to the AOC, its successors, assigns, constituent agencies, and any other recipients of the Work provided hereunder.
- E. In the event the Contractor fails to perform according to any warranty hereunder, the AOC shall provide prompt Notice of such nonconformance. The Contractor shall immediately within a commercially reasonable period correct any deficiencies or repair or replace any errors and/or malfunctions, at no additional charge to the AOC, so long as the deficiencies, errors or malfunctions were not caused by any act of the AOC or a Third Party. If the Contractor can demonstrate to the reasonable satisfaction of the AOC that the deficiencies, errors or malfunctions identified by the AOC is not under warranty, then the Contractor shall submit a change request to the AOC requesting reimbursement of its actual costs in analyzing the deficiencies, errors or malfunctions, pursuant to the changes provision herein.

33. Permits and Licenses

The Contractor shall observe and comply with all federal, state, city, and county laws, rules, and regulations affecting services under this Agreement. The Contractor shall procure and keep in full force and effect during the term of this Agreement all permits and licenses necessary to accomplish the Work contemplated in this Agreement.

34. Third Party Representation

The AOC has the authority to speak on behalf of @the @each @Trial Court and to bind such @Trial Court with respect to @Acceptance of Uniform Deliverables an @all matters hereunder.

35. Third Party Beneficiary

@The @each @Trial Court shall be an intended Third Party beneficiary of this Agreement. Without limiting the foregoing, the AOC and the Contractor agree and acknowledge that @the @each @Trial Court shall have the right to enforce all terms and conditions set forth herein that affect such Trial Court@s. In the event @a @the Trial Court gives conflicting instructions or makes conflicting determinations with respect to any matter, it shall be the AOC's responsibility to resolve any such conflict promptly. @In the event of a dispute with respect thereto, the Contractor shall be entitled to implement the escalation procedures described in @.

36. Additional/Other Insurance Requirements

- A. Contractor represents and warrants that Contractor is a sole proprietor without any employees as of the Effective Date of the Agreement. If, during the term of this Agreement, Contractor hires, engages, or otherwise obtains any employee(s), or any individual that may be deemed to be an employee whether full-time or part-time, Contractor shall immediately notify the AOC, and shall immediately obtain insurance in the following amounts and coverage:

- i. Workers' Compensation, with limits not less than the statutory requirement for the state of residency.
 - ii. Employers' Liability, with limits not less than @\$1,000,000.00 for each accident.
- B. Acceptability of Insurers. Unless otherwise approved by the AOC:
 - i. Insurance is to be placed with insurers with an A.M. Best Company's rating of no less than A:VIII, or, if not rated with A.M. Best Company's, with minimum surpluses the equivalent of A.M. Best Company's surplus size VIII.
 - ii. Professional Liability, @Errors and Omissions @Malpractice insurance may be placed with insurers with an A.M. Best Company's rating of B+: VII. Any exception must be approved by the AOC.
- C. Subcontractors. The Contractor shall include any Subcontractors as insured under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. Insurance coverages provided by Subcontractors as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.
- D. The Contractor shall have the "right to control" and bear the sole responsibility for the job site conditions, and job site safety. The Contractor shall comply with all applicable federal, state and local safety regulations governing the job site, employees and Subcontractors. The Contractor shall be responsible for Subcontractor's compliance with these provisions.
- E. Evidence of insurance shall be incorporated into this Agreement in Exhibit @.

37. Copyrights and Rights in Data

All copyrights and rights in the Data produced with funding from this Agreement that may presumptively vest in the Contractor shall be transferred to the AOC.

38. Ownership of Results

Any interest of the Contractor in Data in any form, or other documents and/or recordings prepared by the Contractor for performance of services under this Agreement shall become the property of the AOC. Upon the AOC's written request, the Contractor shall provide the AOC with all this Data within thirty (30) Days of the request.

The Contractor agrees not to assert any rights at common law, or in equity, or establish any claim to statutory copyright in such Data. The Contractor shall not publish or reproduce such Data in whole, or part, or any manner or form, or authorize others to do so without the written consent of the AOC.

39. Limitation on Publication

The Contractor shall not publish or submit for publication any article, press release, or other writing relating to the Contractor's services for the AOC without prior review and written permission by the AOC's Business Services Manager.

The AOC review shall be completed within @thirty (30) Days of submission to the Project Manager and, if permission is denied, the AOC shall provide its reasons for denial in writing.

40. Limitation on AOC's Liability

The AOC shall not be responsible for loss of or damage to any non-AOC equipment arising from causes beyond the AOC's control.

41. Contractor's Personnel--Replacement

- A. The Contractor shall provide a @ to perform the @Tasks and provide the Deliverables set forth in this Agreement. The Contractor's @ shall:
- i. Serve as the primary contact with the AOC's personnel;
 - ii. Manage the day to day activities of the Contractor's personnel;
 - iii. Identify the appropriate resources needed;
 - iv. Plan and schedule the Work;
 - v. Meet budget and schedule commitments on this Project;
 - vi. Provide Progress Reports and Project Reviews in accordance with this Agreement; and
 - vii. Manage the overall quality of the Deliverables and the Work performed.
- B. The AOC reserves the right to disapprove the continuing assignment of any of the Contractor's personnel provided to the AOC under this Agreement if in the AOC's opinion, the performance of the Contractor's personnel is unsatisfactory. The AOC agrees to provide Notice to the Contractor in the event it makes such a determination. If the AOC exercises this right, the Contractor shall immediately assign replacement personnel, possessing equivalent or greater experience and skills.
- C. If any of the Contractor's @Key @Personnel become unavailable during the term of this Agreement, the Contractor shall immediately assign replacement personnel, possessing equivalent or greater experience and skills @as that demonstrated in the resume set forth in Exhibit @.
- D. The Contractor shall endeavor to retain the same individuals on the Project during the performance of the Work of this Agreement. However, the Contractor may, with approval of the AOC's Project Manager, introduce personnel to the Project with specific skill sets or release personnel from the Project whose skill set is not needed at the time, except for the Contractor's Project @contact.
- E. If any of the Contractor's @Key @Personnel identified within @the Agreement become unavailable during the term of this Agreement, the Contractor will supply a substitute acceptable to the AOC's Project Manager.

- F. If any of the Contractor's @Key @Personnel become unavailable or are disapproved and the Contractor cannot furnish a replacement acceptable to the AOC, the AOC may terminate this Agreement for cause pursuant to Standard Provisions paragraph 3, as set forth in Exhibit A.

42. Prohibited Bids Concerning End Product of this Agreement

No person, firm, or subsidiary thereof, which has been awarded a consulting services agreement may submit a bid for, nor be awarded an agreement for, the provision of services, procurement of Materials or Data, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of this Agreement. This provision shall not apply to any person, firm, or subsidiary thereof, which is awarded a subcontract to this Agreement in amounts no more than ten percent (10%) of the total monetary value of this Agreement.

43. Preparation and Distribution of Recordings

The Contractor shall permit the AOC, at its option, to make audio or video recordings, or both, of the Contractor's presentations and to distribute the recordings for educational purposes and not for profit. Any copyright shall be held by the Judicial Council of California. The Contractor shall receive no additional compensation or royalties from the distribution or use of these recordings.

44. Progress Reports

The Contractor shall submit progress reports to the Project Manager, as required, describing work performed, work status, work progress difficulties encountered, remedial actions, and statement of activity anticipated subsequent to reporting period for approval prior to payment of invoices. Invoices shall include, in detail, all costs and charges applicable.

- A. The Contractor shall submit to the Project Manager @four (4) @quarterly progress reports in writing immediately following the end of @each calendar quarter. Each progress report is to provide the Contractor and the AOC with an evaluation of Project progress performing the tasks set forth in @Exhibit D, Work to be Performed@.
- B. Each progress report shall include, but is not limited to, the following sections: @
- i. Narrative summary: This section shall be a thorough statement of the Project activities and progress during the previous quarter. It should include a discussion of any problems encountered, and any proposed changes to the tasks set forth in @Exhibit D, Work to be Performed@ necessitated by these problems.
 - ii. Schedule status: This section shall state whether the Project is progressing according to the schedule in @Exhibit D, Work to be Performed@. If delays have been experienced, the section shall include a discussion of how the

Project will be brought back on schedule or any necessary revision to the schedule.

- iii. Activities planned for next period: This section shall include a discussion of the accomplishments anticipated in the next period. When appropriate, this section shall include a discussion of difficulties expected in the next period and methods proposed for dealing with these difficulties.

45. Non Hire Clause

The AOC and the Contractor agree that, during the term of this Agreement and for a period of @ days thereafter, each party will not directly or indirectly employ or otherwise engage any person who has been involved in performing services hereunder as an employee or contractor of the other party, without the express written consent of the other party.

46. Background Check Requirements

The Contractor shall conduct a background check that, for each person upon which such background check is conducted, accurately produces a list of all felony convictions of any kind such person has had in any state or federal court. For purposes of this Exhibit, "conviction" includes a verdict of guilty, a plea of guilty, a plea of *nolo contendere*, or a forfeiture of bail in any state or federal court, regardless of whether sentence is or was imposed.

47. Agreement Term

The Agreement shall commence on @XX and shall expire on @XX @or upon expenditure of the Contract Amount, @whichever occurs first. This Agreement is of no force and effect until signed by both parties and all approvals are secured. Any commencement of performance prior to Agreement approval shall be done so at the Contractor's own risk; notice to proceed shall not be official until this Agreement is fully executed.

48. Dispute Resolution

- A. Project Manager Negotiations. The Project Manager and the Contractor's point of contract shall attempt in good faith to informally and promptly resolve any disagreement that arises ("**Dispute**") that can be settled within the limits of authority granted them under this Agreement.
- B. Dispute Notice. If the settlement of a disagreement is beyond the authority allowed the Project Manager and the Contractor's project manager under this Agreement, or if a disagreement has in the opinion of either Party persisted for an undue length of time, either Party may submit a written Notice to the other Party that the Parties will commence the procedure set forth in this provision to resolve the Dispute ("**Dispute Notice**"). The Dispute Notice shall include: (i) detailed factual information and supporting documentation in support of the submitting Party's position; (ii) the specific Agreement provisions on which the Dispute is based; and (iii) if the Dispute involves a cost adjustment, the exact amount of the cost adjustment accompanied by all records

supporting the submitting Party's position. The Dispute Notice shall include a written statement signed by an authorized representative of the submitting Party indicating that the Dispute is made in good faith, that the supporting data and documents are accurate and complete, and that the amount requested, if any, accurately reflects the adjustment for which the submitting Party believes the other Party is responsible. To assist the other Party in its review of the Dispute, the submitting Party shall promptly comply with reasonable requests for additional information.

- C. Dispute Notice Response. Within fifteen (15) Days of receiving the Dispute Notice, the receiving Party shall provide a written response to the submitting Party's Dispute Notice ("**Dispute Notice Response**"). The Dispute Notice Response shall include: (i) detailed factual information and supporting documentation in support of the receiving Party's position; and (ii) if the Dispute involves a cost adjustment, state the exact amount that the receiving Party believes is at issue accompanied by all records supporting the receiving Party's position.
 - D. Senior Level Negotiations. If after fifteen (15) Days of receipt of the Dispute Notice Response by the submitting Party or, in the event that the receiving Party fails to timely submit a Dispute Notice Response, either Party may, by providing written Notice to the other Party, request that the Dispute be resolved by direct negotiations between senior level negotiators of the Parties ("**Senior Level Negotiations Notice**"). The senior level negotiators shall meet in person or by phone as often as they deem reasonably necessary to exchange information and attempt to resolve the Dispute within thirty (30) Days after the Senior Level Negotiations Notice is given to the other Party.
 - E. Litigation. If the senior level negotiations do not result in resolution of the Dispute, either Party may pursue any legally available remedy.
 - F. Confidentiality. All negotiations conducted pursuant to this section 37 are confidential and shall be treated as compromise and settlement negotiations to which California Evidence Code section 1152 applies. The mediation shall be confidential and shall be subject to the provisions of California Evidence Code section 703.5 and sections 1115 through 1128.
 - G. Continuation of Work. Pending the final resolution of any Dispute arising under, related to, or involving this Agreement, Contractor agrees to diligently proceed with the performance any Work under Dispute in accordance with the provisions of this Agreement and the AOC's instructions. Contractor's failure to diligently proceed with performance in this manner will be considered a material breach of this Agreement.
49. Transition Services
- A. During the Transition Period, the Contractor shall provide to the AOC or the AOC's designee, in a manner consistent with Contractor's normal business practices, the services set forth in the Transition Plan, if any, or any other services reasonably necessary to enable the AOC to obtain from another contractor, or to provide for itself, services to substitute for or replace the services provided by Contractor under

this Agreement without interruption or adverse effect and to facilitate the orderly transfer of the Services to the AOC or the AOC's designee (collectively, "**Transition Services**"). Contractor shall provide Transition Services to the AOC or the AOC's designee regardless of the reason for termination or expiration.

- B. Transition Services shall be provided at no cost to the AOC or the AOC's designated successor except as otherwise provided for in Exhibit C, Payment Provisions.

50. Right to Audit

- A. The Court shall permit all Data and records relating to performance, procedures, and billing to the AOC under this Agreement to be inspected and/or audited, at any reasonable time, by the authorized representative of any of the following or its designee:
- i. The AOC;
 - ii. The California State Auditor; and/or
 - iii. Any state or federal government auditing agency.
- B. The right of each agency to inspect and/or audit this Agreement is independent of whether or not any other audit or inspection has been performed.

51. Audit Requirement

The expenditure of funds under the Program is subject to the annual audit requirements under the Single Audit Act of 1984 (P.L. 98-502) and the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). For your information, the U.S. General Accounting Office maintains a toll free telephone number, (800) 424-5454, for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential, and callers may decline to give their names if they choose to remain anonymous.

52. Lobbying

Funds awarded to the Contractor shall not be used, indirectly or directly, to influence Executive orders or similar promulgation by federal, state, or local agencies, or to influence the passage or defeat of any legislation by federal, state, or local legislative bodies.

53. Political Activities

The Contractor shall not contribute or make available grant program funds, program personnel, or equipment awarded by the grant to any political party or association, or the campaign of any candidate for public or party office. The Contractor shall not use funds awarded to the Contractor in advocating or opposing any ballot measure, initiative, or referendum. Finally, the Contractor and employees of the Contractor shall not intentionally identify the AOC with any partisan or nonpartisan political activity associated with a political party or association or campaign of any candidate for public or party office.

54. Copyrights and Rights in Data

- A. The AOC reserves the right to use and copyright, in whole or in part, any Data produced with funding from this Agreement.
- B. The Contractor agrees not to copyright any Data produced with funding from this Agreement unless the AOC gives the Contractor express permission to do so. If such permission is obtained and the Data is copyrighted, the AOC will be given an exemption that reserves for it the right to use, duplicate, and disseminate the Data without fee.

55. Publications

- A. The following disclaimers and notations will accompany the dissemination and/or publication of all Data developed under funding from this Agreement:

"The preparation of this Data was financially assisted through a grant from the Judicial Council of California, Administrative Office of the Courts (AOC). The opinions, findings, and conclusions in this publication are those of the author and not necessarily those of the AOC. The AOC reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use this Data. The AOC also reserves a royalty-free, nonexclusive, and irrevocable license to authorize not-for-profit agencies and other governmental agencies to use this Data."

- B. No dissemination or publication of Data developed under funding from the Agreement will take place before the Agreement has expired and the products of this Agreement have been approved for release by the AOC. Once AOC approval has been obtained, the Contractor may publish the Data.

56. Limitation on Publication

In any contract the Court may enter into with a Subcontractor for Work provided under this Agreement, the Court shall include language that prohibits the Subcontractor from publishing or broadcasting any article, press release, advertisement, or other writing that references "Judicial Council of California" or "Administrative Office of the Courts," unless previously approved the AOC.

57. Patent

If any discovery or invention arises or is developed in the course of or as a result of Work performed, the Contractor shall refer the discovery or invention to the AOC. The Contractor hereby agrees that determinations of rights to inventions or discoveries made under this Agreement shall be made by the AOC, or its duly authorized representative, who shall have the sole and exclusive powers to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent that may issue thereon. The determination of the AOC, or its duly authorized

representative, shall be accepted as final. The Contractor agrees and otherwise recognizes that the AOC shall acquire at least an irrevocable, nonexclusive, and royalty-free license to practice and have practiced throughout the Work for governmental purposes an invention made in the course of or under this Agreement.

58. Title to Property

- A. At the conclusion of the Project, title to all expendable and non-expendable personal property purchased with AOC funds shall vest with the Contractor if written certification is made to the Project Manager that the property will continue to be used for grant-related purposes and the Project Manager approves such certification in writing.
- B. If the above-noted certification is not made or the Project Manager disapproves such certification, title to all such property with an aggregate or individual value of **\$500.00** or more shall vest in the AOC, and the Contractor must await specific written instructions from the Project Manager regarding transfer of title or disposition.

59. Non-Duplication of Grant-Funded Expenditures

The Contractor and Subcontractor(s) certifies that there are no ongoing or completed projects with the AOC, or other funding sources, that duplicate or overlap any Work contemplated or described in this Agreement. The Contractor agrees that any pending or proposed request for other funds that would duplicate or overlap Work under this Agreement will be revised to exclude any such duplication of funded expenditures. Any such duplication of expenditures subsequently determined by audit will be subject to recovery by the AOC.

60. Fiscal Provisions

- A. If the Contractor does not submit timely billing so that the AOC can liquidate the funds as required by the terms of the grant with the federal government, the Contractor shall not be reimbursed and the AOC shall not be liable to the Contractor for any costs that cannot be reimbursed because of the expiration of the grant from the federal government.
- B. The AOC must receive all invoices no later than @date in order to provide the AOC with sufficient time to liquidate the grant from the federal government.
- C. Any unobligated or unliquidated obligations must be returned to the federal government. There is no carryover of federal funds under this Agreement, unless approved by the federal agency controlling grants funds.

61. Assignments or Subcontracting

This Agreement is based upon the unique expertise of the Contractor. Therefore, in addition to the prohibition against assignment under Exhibit A, Standard Provisions paragraph 4, it is

the policy of the AOC to withhold consent from proposed assignments, subcontracts, or novations when such transfer of responsibility would operate to decrease the AOC's likelihood of receiving performance under this Agreement. No performance of this Agreement or any portion thereof may be assigned or subcontracted by the Contractor without the express written consent of the AOC, and any attempt by the Contractor to assign or subcontract any performance of this Agreement without the express written consent of the AOC shall be void and shall constitute a breach of this Agreement. If the Contractor is authorized by the AOC to subcontract or assign, all the terms of this Agreement shall be included in such subcontract or assignment.

Any substitution or prolonged absence of the personnel who were specifically identified in the original proposal, as accepted, must be approved. Failure to obtain acceptance shall constitute a major breach of this Agreement

@INFORMATION SERVICES/TECHNOLOGY SPECIAL PROVISIONS:

62. Optional Definitions

- A. “**Contractor Works**” shall have the meaning set forth in Exhibit B’s provision entitled “Ownership of Data, Materials and Deliverables,” sub-paragraph @.
- B. “**Developed Works**” means any and all Works first created, made, developed, conceived, or reduced to practice, in whole or in part, by or on behalf of the Contractor, the Contractor’s agents or subcontractors, or any combination of the Contractor, the Contractor’s agents or subcontractors, and the AOC in connection with the performance of the Services, but excluding AOC Works, Contractor Works and Third Party Works.
- C. “**Intellectual Property Rights**” means all copyrights, including without limitation any renewal terms, patents, trademark, service mark, and/or trade name rights, trade-secret rights, and other proprietary rights.
- D. “**AOC Works**” shall have the meaning set forth in Exhibit B’s provision entitled “Ownership of Data, Materials and Deliverables,” sub-paragraph @.
- E. “**Third Party Works**” means Works owned by third parties, including but not limited to third-party software products.
- F. “**Works**” means any and all inventions (whether or not patentable), discoveries, literary works and other works of authorship, mask works, designations, designs, know-how, ideas and information.

63. Protection of Proprietary Software and Other Proprietary Data

- A. The AOC agrees that all Data and Materials appropriately marked or identified in writing as proprietary, and furnished hereunder, are provided for the AOC’s

exclusive use for the purposes of this Agreement only. All such proprietary Data shall remain the property of the Contractor. The AOC agrees to take all reasonable steps to insure that such proprietary Data are not disclosed to others, without prior written consent of the Contractor.

- B. The AOC will use reasonable efforts to insure, prior to disposing of any media, that any licensed Data and Materials contained thereon have been erased or otherwise destroyed.
- C. The AOC agrees that it will take appropriate action by instruction, agreement, or otherwise, with its employees or other persons permitted access to licensed software and other proprietary Data, to satisfy its obligations under this Agreement with respect to use, copying, modification, protection, and security of proprietary software and other proprietary Data.

64. Protection of Proprietary Materials

- A. The AOC agrees that all Contractor Works appropriately marked or identified in writing as Confidential Information of the Contractor, and furnished to the AOC hereunder as exemplars or samples, are provided for the AOC's exclusive use for the purposes of this Agreement only. All such Confidential Information shall remain the property of the Contractor. However, in accordance with the Work of this Agreement, the AOC, with the Contractor's written approval, may use and adapt such exemplars to the AOC's specific purposes and requirements hereunder and such Work, Deliverables, and end results shall no longer be the Confidential Information of the Contractor.
- B. The ideas, concepts, know-how, or techniques relating to Data processing, Work, Deliverables, and end results developed during the course of this Agreement by the Contractor or jointly by the Contractor and the AOC can be used by either party in any way it may deem appropriate.

65. Rights in Data

- A. All technical communications and Data originated or prepared by the Contractor pursuant to this Agreement, but not including Contractor's administrative communications and Data relating to this Agreement, shall be delivered to and shall become the exclusive property of the AOC and may be copyrighted by the AOC.
- B. The ideas, concepts, know-how, or techniques relating to Data processing, developed during the course of this Agreement by the Contractor or jointly by the Contractor and the AOC can be used by either party in any way it may deem appropriate.
- C. All inventions, discoveries or improvements of the computer programs developed pursuant to this Agreement shall be the property of the AOC. The AOC agrees to grant a nonexclusive royalty-free license for any such invention, discovery, or improvement to the Contractor program or any other such person and further agrees

that the Contractor or any other such person may sublicense additional persons on the same royalty-free basis.

- D. This Agreement shall not preclude the Contractor from developing Data or Materials outside this Agreement that are competitive, irrespective of their similarity to Data or Materials which might be delivered to the AOC pursuant to this Agreement.

66. Rights in Data and Deliverables

- A. All communications and Data originated or prepared by the Contractor pursuant to this Agreement including, but not including the Contractor's administrative communications and Data relating to this Agreement, shall be delivered to and shall become the exclusive property of the AOC and may be copyrighted by the AOC. Upon the AOC's written request, the Contractor shall provide the AOC with all this Data within thirty (30) Days.
- B. The ideas, concepts, know-how, or techniques relating to Data processing, developed during the course of this Agreement by the Contractor or jointly by the Contractor and the AOC can be used by either party in any way it may deem appropriate.
- C. All inventions, discoveries, or improvements of the computer programs developed pursuant to this Agreement shall be the property of the AOC. The AOC agrees to grant a nonexclusive royalty-free license for any such invention, discovery, or improvement to the Contractor, or any other such person, and further agrees that the Contractor, or any other such person, may sublicense additional persons on the same royalty-free basis.
- D. This Agreement shall not preclude the Contractor from developing Data or Materials outside this Agreement that are competitive, irrespective of any similarity to Data or Materials which might be delivered to the AOC pursuant to this Agreement.

67. Ownership of Intellectual Property, Etc.

- A. Unless the Contractor and the AOC reach a written agreement to the contrary, the Contractor agrees for itself and its personnel that pursuant to the AOC's requirement (a) all documents, deliverables, software, systems designs, disks, tapes, and any other Data or Materials created in whole or in part by the Contractor in the course of or related to providing services to the AOC shall be treated as if it were "work for hire" for the AOC, and (b) the Contractor will immediately disclose to the AOC all discoveries, inventions, enhancements, improvements, and similar creations (collectively, "**Creations**") made, in whole or in part, by the Contractor in the course of or related to providing services to the AOC.
- B. All ownership and control of the above Data, Materials, and Creations, including any copyright, patent rights, and all other intellectual property rights therein, shall vest exclusively with the AOC, and the Contractor hereby assigns all right, title, and interest that the Contractor may have in such Data, Materials, and Creations to the AOC, without any additional compensation and free of all liens and encumbrances of

any type. The Contractor affirms that the amount encumbered under this Agreement for the Work performed includes payment for assigning such rights to the AOC. The Contractor agrees to execute any documents required by the AOC to register its rights and to implement the provisions herein.

68. Ownership of Data, Materials and Deliverables

- A. **AOC Works.** As between the Contractor and the AOC, the AOC will be the sole and exclusive owner of all Works owned by the AOC as of the Effective Date or created by the AOC separate from this Agreement (collectively, the “**AOC Works**”). AOC Works include, but shall not be limited to, proprietary works of authorship, software, process or logic flowcharts, architecture designs, specifications, models, and documentation, as well as any associated Intellectual Property Rights. As of the Effective Date, the Contractor will be granted a limited, non-exclusive license during the term of the Agreement to use, access, copy, maintain, modify, enhance and create derivative works of the AOC Works solely as necessary for and for the sole purpose of providing the Services. The Contractor may not use AOC Works for any other purpose, and may not sublicense any rights with respect to such AOC Works. The Contractor will cease use of such AOC Works upon expiration or termination of this Agreement.
- B. **Rights in Developed Works.** The Contractor hereby irrevocably assigns all right, title, and interest, including without limitation any and all Intellectual Property Rights (all copyrights, including without limitation any renewal terms, patents, trademark, service mark, and/or trade name rights, trade-secret rights, and other proprietary rights), in and to the works first created, made, developed, conceived, or reduced to practice in whole or in part, by or on behalf of the Contractor, the Contractor’s agents or subcontractors, or any combination of the Contractor, the Contractor’s agents or subcontractors, and the AOC in connection with the performance of the services of this Agreement, but excluding Contractor Works and Third Party Works, (including, without limitation, any modifications, enhancements and derivative works of the AOC Works) to the AOC. Accordingly, the AOC shall be entitled to access to and copies of any source code and any technical or user documentation relating to the Developed Works at all times, including during the progress of the work and upon completion of the work. The AOC may seek registration of its rights in and to the Developed Works, including without limitation copyright, trademark, service mark, and patent applications, in its own name, though it will not be obligated to do so.
- C. **Contractor Works.** As between the Contractor and the AOC, the Contractor will be the sole and exclusive owner of all Works owned by it as of the Effective Date or created by it separate from this Agreement (collectively, the “**Contractor Works**”). Contractor Works that may be used as part of Contractor’s provision of Services include, but shall not be limited to, proprietary works of authorship that have not been created specifically for the AOC, including without limitation software, process or logic flowcharts, architecture designs, specifications, models, and

documentation, as well as any associated Intellectual Property Rights (“**Contractor’s Information**”). Upon introduction of any Contractor Works, the Contractor grants to the AOC and their subcontractors, without additional charge, (i) a perpetual, irrevocable (except as otherwise expressly provided in this paragraph), fully paid-up, non-exclusive license to use, copy, maintain, modify, enhance and create derivative of such Contractor Works (including, with respect to software, source code, and programmer interfaces) and to sublicense such rights to other entities; and (ii) with respect to Contractor Works that are software, copies of machine-readable and human-readable source code and technical documentation for such software. The foregoing license is subject to a right of revocation only upon the expiration or any whole or partial termination of this Agreement (following notice and a 45-day opportunity to cure) if the AOC has not made full payment of undisputed amounts properly due and owing to the Contractor.

69. Copyrights, Patents, Royalties, and other Rights in Data

- A. The costs or fees relating to royalties, patents, copyrights, trademarks or similar property rights (including, but not limited to, misappropriation of trade secrets) or claims for any such rights pertaining to inventions, articles, processes or methods that may be used upon or in a manner connected with the Work under this Agreement or with the use of completed Work by the AOC shall be paid by the Contractor. The Contractor and any of its sureties shall protect and hold the AOC, and its officers, agents and employees, harmless against any and all demands made for such fees or claims brought or made by or on behalf of the holder of any invention, patent, copyright, trade mark or similar property right (including, but not limited to, misappropriation of trade secrets). Before final payment is made on the account of this Agreement, the Contractor shall, if requested by the AOC, furnish acceptable proof of a proper release from all such fees or claims.
- B. Should the Contractor, its agent, representatives or employees, or any of them, be enjoined from furnishing or using any invention, Data, Material, or appliances supplied or required to be supplied or used under the Agreement, the Contractor shall promptly notify the AOC of the Contractor’s intent to substitute other Data, Materials, or appliances in lieu thereof which are of equal efficiency, quality, finish, suitability, and market value, and satisfactory in all respects to the AOC. In the event the AOC elects, in lieu of such substitution, to have supplied and to retain and use any such invention, Data, Material, or appliances as may be required to be supplied by the Agreement, the Contractor shall pay all royalties or fees and secure such valid licenses as may be requisite and necessary for the AOC, its officers, agents, representatives and employees, or any of them to use such invention, Data, Material, or appliance without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should the Contractor neglect or refuse to make the substitution promptly or to pay such royalties or fees and secure such licenses as may be necessary, then in that event the AOC shall have the right to make such substitution or the AOC may pay such royalties or fees and secure such licenses and charge the Contractor, even though final payment under the Agreement may have been made.

70. Trade Secret, Patent and Copyright Indemnification

- A. The Contractor shall hold the AOC, its officers, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article, or appliance furnished or used in connection with the Agreement.
- B. The Contractor may be required to furnish a bond to the AOC against any and all loss, damage, costs, expenses, claims, and liability for patent, copyright, and trade secret infringement.
- C. The Contractor, at its own expense, shall defend any action brought against the AOC to the extent that such action is based upon a claim that the Data or Materials supplied by the Contractor or the operation of such Data or Materials pursuant to a current version of Contractor-supplied operating software infringes a United States patent or copyright or violates a trade secret. The Contractor shall pay those costs and damages finally awarded against the AOC in any such action. Such defense and payment shall be conditioned on the following:
 - i. That the Contractor shall be notified within a reasonable time in writing by the AOC of any Notice of such claim; and,
 - ii. That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, the AOC shall have the option to participate in such action at its own expense.
- D. Should the Data, Materials, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, the AOC shall permit the Contractor at its option and expense either to procure for the AOC the right to continue using the Data or Materials, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Data or Materials by the AOC shall be prevented by injunction, the Contractor agrees to take back such Data or Materials and make every reasonable effort to assist the AOC in procuring substitute Data or Materials. If, in the sole option of the AOC, the return of such infringing Data or Materials makes the retention of other Data or Materials acquired from the Contractor under this Agreement impractical, the AOC shall then have the option of terminating such contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Data or Materials and refund any sums that the AOC has paid the Contractor less any reasonable amount for use or damage.
- E. The Contractor shall have no liability to the AOC under any provision of this clause with respect to any claim of patent, copyright, or trade secret infringement which is based upon the following:

- i. The combination or utilization of Data and/or Materials furnished hereunder with equipment or devices not made or furnished by the Contractor; or,
 - ii. The operation of equipment furnished by the Contractor under the control of any operating software other than, or in addition to, the current version of Contractor-supplied operating software; or,
 - iii. The modification by the AOC of the equipment furnished hereunder or of the software; or,
 - iv. The combination or utilization of software furnished hereunder with non-Contractor supplied software.
- F. The Contractor certifies that it has appropriate systems and controls in place to ensure that AOC funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- G. The foregoing states the entire liability of the Contractor to the AOC with respect to infringement of patents, copyrights, or trade secrets.

71. Limitation of Liability

Each party's liability to the other party for damages arising from an act or omission under this Agreement shall be limited to the amount of direct damages actually incurred. In no event shall either party be liable to the other party or to any other Third Party, for any indirect, special, incidental or consequential damages of any kind, including lost profits, income, or revenue, whether or not advised of the possibility of such loss or damage, by reason of any act or omission in the party's performance under this Agreement.

72. Limitation of Liability

The AOC shall not be liable to the Contractor for any indirect, special, or consequential damages or loss of anticipated profits in connection with or arising out of the furnishing, functioning, or use of any item or service provided under this Agreement. The Contractor indemnifies and holds harmless the AOC from and against all liability for personal injury or property damage caused by the Contractor's negligence or willful misconduct while performing its obligations pursuant to this Agreement on the AOC's premises. Any expiration or termination of this Agreement shall not affect the continuing obligations of the parties described in this Agreement.

73. Limitation of Liability

- A. The Contractor's liability for damages to the AOC for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the greater of **\$200,000.00** or the purchase price stated herein that are the subject matter of or are directly related to the cause of action. In those instances where the Contractor has failed to perform as called for by the Contract, the Limitation of Liability provided above shall not limit any right to recover the 'Cost to Cover.' 'Cost to Cover' means the cost of procuring a machine or machines of equivalent (not greater) capability, function, and performance, less the Contractor's bid price.

- B. The foregoing limitation of liability shall not apply to the payment of costs and damage awards referred to in the paragraph entitled “Patent, Copyright, and Trade Secret Protection”, to claims covered by other specific provisions calling for liquidated damages or specifying a different limit of liability, or to claims for injury to persons or damage to property caused by Contractor’s negligence. This limitation of liability does not apply to the receipt of court costs or attorney’s fees that might be awarded by a court in addition to damages after litigation based on this Agreement.
 - C. The AOC’s liability for damages for any cause whatsoever, and regardless of the form of action whether in Contract or in tort, excluding negligence, shall be limited to the greater of **\$200,000.00** or the purchase price stated herein that are the subject matter of or are directly related to the cause of action.
 - D. In no event will either the Contractor or the AOC be liable for consequential damages even if notification has been given as to the possibility of such damages.
74. Limitation of Liability **(To be used only with LSO’s written approval)**
- With the exception of the Contractor’s liability for damages for personal injury or property damage, Contractor’s total liability under this Agreement for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to \$_____.

@CONSTRUCTION/MATERIAL/INSTALLATION SPECIAL PROVISIONS:

75. Protection of Utilities

The Contractor shall protect from damage public and private utilities encountered during the Work of this Agreement. Prior to beginning Work, the Contractor shall give proper notification to the agencies that have utilities in place, and shall cooperate with these agencies in the protection and relocation of underground utilities, facilities and structures.

76. Record Documents

Upon completion of Work the Contractor shall provide the Project Manager with record documents showing actual dimensions and locations.

77. Guarantee

For a period of 365 days after the date of completion of the Work of this Agreement, the Contractor, upon notification from the AOC, shall promptly schedule and make all repairs to the Contractor-furnished Materials, equipment and/or workmanship which may be

necessary to make such Materials, equipment and/or workmanship equal to that specified in the Agreement.

78. Safety

The Contractor shall maintain the Work site and perform the Work in a manner that meets all legal requirements for the provision of a safe workplace. The Contractor will ensure that all Work is performed in a safe and satisfactory manner, and that all Work conforms to all regulatory and industry standards. Further, the Contractor shall comply with safety standards and provisions of applicable laws, building and construction codes, and safety regulations issued by the California Department of Industrial Relations. The Contractor shall be liable for damages arising out injury to the AOC's employees or its property during the installation of the equipment, provided that the injury or damage was caused by the fault or negligence of the Contractor, or by its equipment or tools.

79. Compliance with Laws, Regulations and Permits

The Contractor shall comply with and give Notices required by all laws, ordinances, codes, rules, regulations including but not limited to those relating to environmental pollution prevention and preservation of historic sites and public natural resources, and permits relating to the conduct of the Work. The cost of such compliance will be included in the amount encumbered under this Agreement. Except as specifically otherwise provided herein, the Contractor shall obtain and pay for all permits and licenses necessary for the conduct of the Work.

@ALTERNATE STANDARD AND SPECIAL PROVISIONS:

8. Termination for Cause

The AOC may terminate the Agreement and be relieved of the payment of any compensation to the Contractor upon written Notice to the Contractor whenever the Contractor is deemed to be in default or violates the provisions of the Agreement by failing, neglecting, or refusing to proceed according to and in full compliance with the Agreement. Upon termination, the AOC may exclude the Contractor from the site(s) and shall take possession of the Work and all of the Materials and Data for which the AOC has paid any amount on to the Contractor. The Contractor shall be entitled to payment for portions of the Work satisfactorily completed prior to termination, less costs incurred by the AOC as a result of the Contractor's default. If the Agreement is terminated, the AOC may proceed with the Work in any manner it deems proper. The Contractor shall be liable to the AOC for any excess costs to procure similar supplies or services, subject to the limitations contained elsewhere herein. The cost to the AOC to perform the Work of this Agreement shall be deducted from any sum due the Contractor under this Agreement or any other agreement, and the balance, if any, shall be paid to the Contractor upon demand. The Contractor shall continue the performance of the Work of this Agreement to the extent not terminated under this provision.

9. Termination for Cause

- A. Pursuant to this provision, the AOC may terminate this Agreement in whole or in part under any one of the following circumstances, by issuing a written Notice of termination for default to the Contractor:
- i. If the Contractor (a) fails to perform the services within the time specified herein or any extension thereof, (b) fails to perform any requirements of this Agreement, or (c) so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and, after receipt of a written Notice from the AOC specifying failure due to any of the preceding three (3) circumstances, the Contractor does not cure such failure within a period of five (5) business days or a longer period, if authorized in the Notice of failure; or,
 - ii. If the Contractor should cease conducting business in the normal course, become insolvent or bankrupt, make a general assignment for the benefit of creditors, admit in writing its inability to pay its debts as they mature, suffer or permit the appointment of the receiver for its business or assets, merge with or be purchased by another entity, or avail itself of or become subject for a period of thirty (30) Days to any proceeding under any statute of any AOC authority relating to insolvency or protection from the rights of creditors.
- B. In the event the AOC terminates this Agreement in whole or in part, due to the Contractor's failure to perform, the AOC may procure, upon such terms and in such manner as it may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the AOC for any excess costs for such similar supplies or services, subject to the limitations contained elsewhere herein; further, the Contractor shall continue the performance of this Agreement to the extent not terminated under this provision.
- C. The Contractor shall not be liable for any excess costs if the failure to perform the Agreement arises out of acts of Force Majeure; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- D. If, after Notice of termination for default of this Agreement, it is determined for any reason that the Contractor was not in default under this provision, or that the default was excusable under this provision, the obligations of the AOC shall be to pay only for the services rendered at the rates set forth in the Agreement.
- E. The rights and remedies of either party provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

80. Disclaimer

Neither the Contractor nor the AOC shall be responsible for nonperformance due to acts of God, governmental actions, labor unrest, riots, unusual traffic delays or other causes beyond the parties' control.

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by Force Majeure. Force Majeure, for purposes of this paragraph, is defined as follows: acts of war and acts of god, such as earthquakes, floods, and other natural disasters, such that performance is impossible.

81. Confidentiality

All financial, statistical, personnel, technical, and other Data and information relating to the AOC's operation that are designated confidential by the AOC and are disclosed to the Contractor shall be protected by the Contractor from unauthorized use and disclosure.

In the performance of the Work under this Agreement or contemplation of this Agreement, the Contractor may gain access to private or confidential information of the AOC that if disclosed to Third Parties may be damaging to the AOC. All information disclosed by the AOC to the Contractor shall be held in confidence and used only in performance of this Agreement.

Both the AOC and the Contractor acknowledge and agree that in the course of performing services under this Agreement, each may disclose to the other trade secrets and other confidential information relating to such party's business ("**Confidential Information**"). Notwithstanding the foregoing, Confidential Information of a party shall not include (i) information that is already known by the receiving party, free of restriction; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving party in violation of this Agreement; (iii) information that is independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of restriction. Each party agrees not to disclose the Confidential Information of the other to any Third Party and to treat it with the same degree of care as it would its own confidential information. It is understood, however, that the Contractor may disclose the AOC's Confidential Information on a "need to know" basis to employees and Subcontractors of the Contractor performing services for the AOC, which shall have executed a confidentiality agreement with the Contractor requiring a promise of confidentiality concerning the Contractor's clients and business. All Confidential Information shall remain the exclusive property of the party disclosing such information. Each party agrees not to use the other party's Confidential Information for any purpose except as contemplated pursuant to this Agreement. Notwithstanding the foregoing, a party may disclose the other party's Confidential Information (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it; (ii) as appropriate to respond to any summons or subpoena applicable to it; or (iii) to the extent necessary to enforce its rights under this Agreement.

82. Additional Insurance Requirements

- i. Commercial General Liability: Insurance Services Office form number CG 00 01 Ed. 11-88 covering Commercial General Liability; @\$500,000.00 @\$1,000,000.00 @other combined single limit per occurrence for bodily

- injury, personal injury and property damage, and for those policies with aggregate limits, a @\$1,000,000.00 @\$2,000,000.00 @other aggregate limit.
- ii. Business Automobile Liability: Insurance Services Office form number CA 00 01 Ed. 12-90 covering Business Auto Coverage, symbol 1 “any auto”, or the combination of symbols 2, 8, and 9; @\$500,000.00 @\$1,000,000.00 @other combined single limit per accident for bodily injury and property damage.

The Contractor shall obtain for itself and its personnel before providing services, at its own expense, Commercial General Liability (“CGL”) insurance coverage for projects covered by this Agreement, for limits of liability not less than @\$500,000.00, and worker’s compensation coverage. The Contractor will provide a copy of the binder, the policy or a certificate of insurance to the AOC upon request.

83. State of California Public Liability and Workers’ Compensation Program

- A. The AOC has elected to be insured for its motor vehicle, aircraft liability and general liability exposures through the State of California’s self-insurance program. The State of California’s Attorney General administers the general liability program through an annual appropriation from the Legislature’s general fund. The State of California’s Office of Risk and Insurance Management administers the motor vehicle liability program.
- B. Under this form of insurance, the AOC and its employees, as defined in Section 810.2 of the Government Code, are insured for any tort liability that may develop through carrying out official activities, including state official operations on non-state owned property. Should any claims arise by reason of such operations or under an official contract or license agreement, they should be referred to the Attorney General, State of California, Tort Liability Section, 1300 “I” Street, Sacramento, CA 95814.
- C. The State of California has entered into a Master Agreement with the State Compensation Insurance Fund to administer workers’ compensation benefits for all State of California employees, as required by the Labor Code.

EXHIBIT C
PAYMENT PROVISIONS

1. Definitions

Terms defined below and elsewhere throughout the Contract Documents shall apply to the Agreement as defined.

- A. @“**Additional Night**” is defined as a overnight stay that is required to perform the Work of this Agreement that is in addition to the one (1) to three (3) consecutive nights defined in Overnight Trips, below.
- B. @ “**Day Trip –No Air**” is defined as a trip for one (1) traveler that is required to perform the Work of this Agreement and does not include an overnight stay and does not require air travel.
- C. @ “**Day Trip – With Air**” is defined as a trip for one (1) traveler that is required to perform the Work of this Agreement and does not include an overnight stay but does require air travel.
- D. @ “**Maximum Per Trip Amount**” is defined as the maximum amount that the AOC will reimburse the Contractor for travel on a per trip basis.
- E. @ “**Overnight Trip – No Air**” is defined as a trip for one (1) traveler that is required to perform the Work of this Agreement and includes an overnight stay for one (1) to three (3) consecutive nights but does not require air travel.
- F. @ “**Overnight Trip – With Air**” is defined as a trip for one (1) traveler that is required to perform the Work of this Agreement and includes an overnight stay for one (1) to three (3) consecutive nights and does require air travel.
- G. @ “**Remote Day Trip – With Air**” is defined as a trip, that is required to perform the Work of this Agreement, to a remote location, not normally available via commercial air carrier or public transportation, for one (1) traveler and includes air fare, but does not include an overnight stay. The following Courts are considered to be in remote locations: @.
- H. @ “**Remote Overnight Trip – With Air**” is defined as a trip, that is required to perform the Work of this Agreement, to a remote location, not normally available via commercial air carrier or public transportation, for one (1) traveler and includes air fare and an overnight stay for one (1) or more consecutive nights. The following Courts are considered to be in remote locations: @.

2. Contract Amount

- A. The total amount the AOC may pay to the Contractor under this Agreement for performing the Work set forth in Exhibit D, Work to be Performed, @and any allowable expenses, shall be the @actual costs not to exceed the Contract Amount of \$@.@@, @firm fixed price Contract Amount of \$@.@@, as set forth in this Exhibit.
- B. The Contractor has estimated the costs and expenses necessary to complete @the Work. The AOC's acceptance of the Contractor's @proposal and @price does not (i) imply that the AOC approves of or adopts the Contractor's @plan, means, methods, techniques, or procedures required to perform @the Work, nor (ii) relieve the Contractor from the sole responsibility for the accuracy of its estimate and timely completion of @the Work of this Agreement within the total amount for compensation set forth herein.

2. Compensation for Contract Work

- A. For performing the Work of this Agreement, the AOC shall compensate the Contractor for the actual cost, at the @rate of \$@.@@ per hour. @at the hourly rates set forth in Table @, below.

Table @: Hourly Rates @Estimated Hours, @and Not-to-Exceed Extended Amounts

<i>@Contractor's Key Personnel</i>	<i>Hourly Rate</i>	<i>@Estimated Hours</i>	<i>@Not-to-Exceed Extended Amount</i>
@Project Manager	<u>\$@.00</u>	@	\$@@.00
@Functional Consultant	<u>\$@.00</u>	@	\$@@.00

- B. The hourly rate@s set forth @in Table @1, above @is@are inclusive of all costs, benefits, expenses, fees, overhead, and profits payable to the Contractor for services rendered to the AOC @, with the exception of certain expenses as set forth under Compensation for Allowable Expenses, below.
- C. The Contractor shall not exceed nor bill the AOC in excess of @ hours of service under this Agreement.
- D. The Contractor shall not charge nor shall the AOC pay any overtime rate.
- E. The Contractor shall not request nor shall the AOC consider any reimbursement for non-production work including but not limited to time spent traveling to and from the job site or any living expenses.
- F. The total actual cost which the AOC may reimburse the Contractor, pursuant to this provision, shall not exceed \$@.@@.

3. Compensation for Allowable Expenses

The AOC shall reimburse the Contractor as follows:

A. Administrative and Operating Expenses

- i. The AOC shall reimburse the Contractor for itemized administrative and operating expenses that are reasonably incurred in performing this Agreement, provided that the Project Manager approves them. These expenses may include communication, clerical assistance, graphics, production, duplicating, and reasonable costs.
- ii. The total actual cost which the AOC may reimburse the Contractor, pursuant to this provision, shall not exceed \$@.@@.

B. Transportation, Meals, and Lodging Expenses

- i. The AOC shall reimburse the Contractor for @actual expenses incurred for reasonable and necessary transportation, meals, lodging, and other travel-related expenses required to perform the Work of this Agreement. @Such travel expenses shall not exceed the Maximum Per Trip Amount set forth in Table @, below.
- ii. @The Contractor shall submit a written travel plan to the Project Manager prior to incurring any travel expenses, including the reason for the trip, number of persons traveling, types of expenses the Contractor expects to incur and the estimated costs. Prior approval of the travel plan is required.
- iii. @Maximum Per Trip Amount and Travel Plan: each Maximum Per Trip Amount stated below includes all travel expenses, including but not limited to: airfare, mileage, local transportation, lodging, meals, and incidentals. The parties agree that the following Table @ sets forth a reasonable plan for travel that may be required to perform the Work of this Agreement.

Table @: Maximum per Trip Amount, @Estimated Number of Trips, @Not-to-Exceed Extended Amount for each Type of Trip and Not-to-Exceed Total Amount Allowable for Travel Expenses

<i>Type of Trip</i>	<i>Maximum Per Trip</i>	<i>@Estimated Number of Trips</i>	<i>@No-to-Exceed Extended Amount</i>
@Day Trip-No Air	\$@.@@	@@	\$@,@@@.@@
@Day Trip-With Air	\$@.@@	@@	\$@,@@@.@@
@Remote Day Trip – With Air	\$@.@@	@@	\$@,@@@.@@
@Overnight Trip – No Air	\$@.@@	@@	\$@,@@@.@@
@Overnight Trip – With Air	\$@.@@	@@	\$@,@@@.@@

<i>Type of Trip</i>	<i>Maximum Per Trip</i>	<i>@Estimated Number of Trips</i>	<i>@No-to-Exceed Extended Amount</i>
@Remote Overnight Trip – With Air	\$@.@@	@@	\$@,@@@.@@
@Additional Night	\$@.@@	@@	\$@,@@@.@@
Not-to-Exceed Amount Allowable for Travel Expenses:			\$@@@@.@@

- iv. @For necessary air transportation, the AOC will reimburse the Contractor for the actual cost incurred. All air transportation is limited to coach fares and must be booked a minimum of @fourteen (@14) days prior to travel, unless the Project Manager agrees otherwise in writing.
- v. @For overnight travel, in accordance with the California Department of Human Resources guidelines, the AOC will reimburse lodging expenses incurred while traveling, at Contractor’s actual cost. Lodging costs may not exceed \$150 (per day per person), plus tax and energy surcharge in San Francisco county; \$125 (per day per person), plus tax and energy surcharge in Monterey and San Diego counties; \$120 (per day per person), plus tax and energy surcharge in Los Angeles, Orange and Ventura counties; \$140 (per day per person), plus tax and energy surcharge in Alameda, San Mateo, and Santa Clara counties; or \$110 (per day per person), plus tax and energy surcharge in all other California counties. the AOC will reimburse the Contractor for meal and lodging expenses in an amount not to exceed actual cost @\$110.00 per day when applicable, plus tax and energy surcharge, @or \$140.00 per day, plus tax and energy surcharge, when applicable in the counties of Alameda, San Francisco, San Mateo, and Santa Clara. Meals shall be reimbursed at the actual cost not to exceed the following maximum amounts per person per Day: breakfast~\$8.00; lunch~\$12.00; dinner~\$20.00; and/or incidentals~\$6.00.
- vi. For necessary private vehicle ground transportation usage, the AOC will reimburse the Contractor at the applicable IRS-approved rate per mile.
- vii. Upon the Project Manager’s request, the Contractor shall provide copies of receipts for reimbursement of transportation, lodging, and meal expenses.
- viii. The total actual cost which the AOC may reimburse the Contractor, pursuant to this provision, shall not exceed \$@.@@. @ The Contractor shall provide Notice to the AOC if the Contractor has reason to believe that the travel required to perform the Work will exceed this amount.

4. Payment for Contract Work

- A. For performing the @Work of this Agreement, the AOC shall compensate the Contractor at the firm fixed price@s, @of \$@@.@@, @as set forth in Table @,

below, @for the completion and acceptance of each @Deliverable, as set forth in Exhibit D, Work to be Performed, inclusive of all costs, benefits, expenses, fees, overhead, and profits payable to the Contractor for services rendered to the AOC.

Table @: Firm Fixed Price and Due Date per @Deliverable

<i>@Deliverable</i>	<i>Due Date</i>	<i>Firm Fixed Price</i>
@Deliverable #1	@	\$@@.@@
@Deliverable #2	@	\$@@.@@

- i. Progress payments towards the firm fixed prices set forth @in Table @, above, will be allowable, if the Contractor bills the AOC in accordance with the schedule set forth in Table @, below, upon submittal of an appropriate progress report, as set forth in @Exhibit.

Table @: Progress Payment Amount and Billing Date per @Progress Report

<i>@Progress Report</i>	<i>Billing Date</i>	<i>Progress Payment Amount</i>
@Progress Report #1	@	\$@@.@@
@Progress Report #2	@	\$@@.@@

- B. The total amount the AOC may pay the Contractor, pursuant to this provision, shall be \$@@@.@@.

5. Payment for Allowable Charges

- A. The AOC shall pay the Contractor a firm fixed price for any and all @travel, transportation, meals, and lodging @administrative and operating charges associated with performing the Work of this Agreement, @upon acceptance of each @milestone, as set forth in Table @, below.

Table @: Firm Fixed Price and Due Date per @Milestone

<i>@Milestone</i>	<i>Due Date</i>	<i>Firm Fixed Price</i>
@Acceptance of Deliverable #1	@	\$@@.@@
@Acceptance of Deliverable #2	@	\$@@.@@

- i. Progress payments towards the firm fixed prices set forth @in Table @, above, will be allowable, if the Contractor bills the AOC in accordance with the schedule set forth in Table @, below, upon submittal of an appropriate progress report, as set forth in @Exhibit.

Table @: Progress Payment Amount and Billing Date per @Progress Report

<i>@Progress Report</i>	<i>Billing Date</i>	<i>Progress Payment Amount</i>

<i>@Progress Report</i>	<i>Billing Date</i>	<i>Progress Payment Amount</i>
@Progress Report #1	@	\$@@.@@
@Progress Report #2	@	\$@@.@@

- B. The Contractor shall maintain a travel log of all travel that is required to perform the Work of this Agreement. The travel log must include, but is not limited to, the following information: (1) the date of the trip; (2) the name and title of the @Contractor’s Key Personnel making the trip; (3) the beginning location of the trip and the destination; and (4) the purpose of the trip. The travel log shall be made available to the AOC upon request.
- C. Administrative and operating charges may include, but is not limited to, the following: communication, clerical assistance, graphics, production, and duplication.
- D. The total amount the AOC may pay the Contractor, pursuant to this provision, shall be \$@@@.@@.

6. Retention on Progress Payments

Progress payments are permitted for **Tasks or Deliverables** completed under this Contract. **Ten percent (10%)** of the invoiced amount shall be withheld pending receipt and acceptance of the Project Manager of **each Task or Deliverable**. Such retained amount shall be held by the AOC and only released to the Contractor upon the AOC’s determination that the Contractor has satisfactorily completed that **Task or Deliverable**. If it is determined that an amount is withheld, it shall be released pending final completion of the Contract.

Progress payments are permitted for Work performed under this Contract. **Ten percent (10%)** of the invoiced amount shall be withheld pending receipt and acceptance of the Work of the Contract. Such retained amount shall be held by the AOC and only released to the Contractor upon the AOC’s determination that the Contractor has satisfactorily completed the Work of the Contract. If it is determined that an amount is withheld, it shall be released pending final completion of the Contract.

Progress payments are permitted on contracts for **\$10,000.00** or more. A faithful Performance Bond in the sum of not less than one-half of the total Contract Amount is required. Payments will not exceed **ninety percent (90%)** of the Contract Amount. Any funds so withheld by the AOC will only be released to the Contractor upon the AOC’s determination that the Contractor has satisfactorily completed the Work of the Contract. If it is determined that an amount is withheld, it shall be released pending final completion of the Contract.

7. Direct Expenses

All fees and charges noted in this Agreement are inclusive of any and all anticipated travel, lodging, transportation, clerical support, Materials, fees, overhead, profits, and other costs and/or expenses incidental to the performance of the specified requirements under this Agreement.

8. Other Expenses

The AOC shall not consider reimbursement for costs not defined as allowable in this Agreement, including but not limited to any administrative, operating, travel, meals, and lodging expenses incurred during the performance of this Agreement.

9. Taxes

The AOC is exempt from federal excise taxes and no payment will be made for any taxes levied on the Contractor's or any Subcontractor's employees' wages. The AOC will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement.

10. Method of Payment

A. The Contractor shall submit an invoice for Work provided @upon completion of the @Deliverables@Tasks@Work, as set forth in Exhibit D, Work to be Performed, @or@and@but no more often than once a month. After receipt of invoice, the AOC will either approve the invoice for payment or give the Contractor specific written reasons why part or all of the payment is being withheld and what remedial actions the Contractor must take to receive the withheld amount.

B. The AOC will make payment in arrears after receipt of the Contractor's properly completed invoice. Invoices shall clearly indicate the following:

- i. The Contract number.
- ii. An unique invoice number.
- iii. The Contractor's name and address.
- iv. The taxpayer identification number (the Contractor's @social security @federal employer identification number).
- v. A description of the completed Work, including services rendered, Task(s) performed, and/or Deliverable(s) made, as appropriate.
- vi. @The DVBE dollars expended, if DVBE commitments were made;
- vii. @The appropriate receipts for reimbursement of allowable expenses, if this Agreement provides for reimbursement.
- viii. The dates @and hours worked.
- ix. The contractual charges, including the appropriate @cost, price, rate, progress payment, or expenses, if allowable under this Contract.
- x. A preferred remittance address, if different from the mailing address @or the following remittance address:

@Ktr
@Attn
@remit address
@remit address

C. The Contractor shall submit one (1) original and two (2) copies of invoices to:

Judicial Council of California
Administrative Office of the Courts
c/o Fiscal Services Office, Accounts Payable
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102-3688

Judicial Council of California
Administrative Office of the Courts
c/o Center for Judicial Education & Research
Attention: Illistine Banks
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102-3688

- D. @Note that invoices to be paid from certain funding sources used for this Agreement, must be submitted to AOC's Accounts Payable no later than the applicable dates set forth in Table @, below. The AOC may not be responsible for payment of invoices from the funding sources identified in Table @, below, if invoices to be paid from such funding sources are received after the applicable dates specified in Table @.

Table @, Invoice Due Dates for Specified Funding Sources

<i>Fund Title</i>	<i>Fiscal Year</i>	<i>Invoice Due By</i>
@Fund	@	April 30, 20@@
@Fund	@	April 30, 20@@

- E. Please note that invoices or vouchers not on printed bill heads shall be signed by the Contractor or the person furnishing the supplies or services.

11. Disallowance

If the Contractor claims or receives payment from the AOC for a service or reimbursement that is later disallowed by the AOC, the Contractor shall promptly refund the disallowed amount to the AOC upon the AOC's request. At its option, the AOC may offset the amount disallowed from any payment due or that may become due to the Contractor under this Agreement or any other agreement.

12. Payment Does Not Imply Work Is Accurate

The granting of any @progress@ payment by the AOC as provided in @Exhibit/Title/Paragraph/Number@, shall in no way lessen the liability of the Contractor to replace unsatisfactory Work or Material, even if the unsatisfactory character of such Work or Material may not have been apparent or detected at the time such payment was made. Materials, Data, components, or workmanship that do not conform to Exhibit D, Work to Be Performed, shall be rejected and shall be replaced by the Contractor without delay.

13. Most Favorable Price

The Contractor agrees that no other customer will receive better rates for substantially similar services offered under substantially similar terms and conditions when the volume of business from such other customers is equal to or less than the volume of business the AOC delivers under this Agreement.

3. Limitation of Cost

- A. The parties estimate that completion of the scope of work set forth in Exhibit D, Work to be Performed, exclusive of any Amendment, will not cost the AOC more than the estimated amount specified in this Exhibit. The Contractor agrees to use its best efforts to complete the scope of work specified in Exhibit D, Work to be Performed, and all obligations under the Agreement within the estimated amount.
- B. The Contractor shall send the Project Managers a Notice within ten (10) days of it having reason to believe that:
 - i. The costs the Contractor expects to incur for the Work in the next sixty (60) Days, when added to all costs previously incurred under the Work, will exceed seventy-five percent (75%) of the estimated corresponding cost specified in this Exhibit for that Work; or
 - ii. The total cost for completing the Work, exclusive of any Amendment, will be either greater or substantially less than had been previously estimated.
- C. As part of the Notice, the Contractor shall provide the Project Managers with a revised estimate of the total cost of completing the specific Work and completing all Work as specified in Exhibit D, Work to be Performed.
- D. It is understood and agreed that, in no event, shall:
 - i. The AOC be obligated to reimburse the Contractor for costs incurred in excess of the estimated amount specified in this Exhibit; and
 - ii. The Contractor be obligated to continue performance under this Agreement, including actions under the termination provisions of this Agreement, or otherwise incur costs in excess of the estimated amount specified in this Exhibit, until and unless (a) the Agreement has been amended to include a revised estimate to cover such increases in cost; or (b) the excess costs are attributable to Contractor's own inefficiencies and mismanagement or to correct any deficiencies with Contractor's work, including, but not limited to, any errors with its work.

14. Final Invoicing

- A. Contractor must submit invoices for completed and accepted Deliverables no later than the "Invoice Due By Date" identified for each appropriate fund source in Table 2 of this Exhibit. The AOC may not be responsible for payment of invoices received after the "Invoice Due By Date" specified in this Exhibit for the applicable fund source.

- E. For the very last invoice to be processed against this Agreement, Contractor will identify as “Final Invoice.”

END OF EXHIBIT

EXHIBIT D
WORK TO BE PERFORMED

1. @General Information or @Introduction

A. The Contractor shall provide @summary of work for the State of California's Administrative Office of the Courts.

2. Background

The Judicial Council of California, chaired by the Chief Justice of California, is the chief policy making organization of the California judicial system. The California Constitution directs the Council to improve the administration of justice by surveying judicial business, recommending improvements to the courts, and making recommendations annually to the Governor and the Legislature. The Council also adopts rules for court administration, practice, and procedure, and performs other functions prescribed by law. The Administrative Office of the Courts (AOC) is the staff organization for the Council and assists both the Council and its chair in performing their duties.

3. @Objective or @Purpose of the Agreement or @Summary of Work

A. The Contractor shall assist the AOC in accomplishing the following objectives:

- i. **ACCESS, FAIRNESS, AND DIVERSITY.** All Californians will have equal access to the courts and equal ability to participate in court proceedings, and will be treated in a fair and just manner. Members of the judicial branch community will reflect the rich diversity of the state's residents.
- ii. **INDEPENDENCE AND ACCOUNTABILITY.** The judiciary will be an institutionally independent, separate branch of government that responsibly seeks, uses, and accounts for public resources necessary for its support. The independence of judicial decision-making will be protected.
- iii. **MODERNIZATION OF MANAGEMENT AND ADMINISTRATION.** Justice will be administered in a timely, efficient, and effective manner that utilizes contemporary management practices; innovative ideas; highly competent judges, other judicial officers, and staff; and adequate facilities.
- iv. **QUALITY OF JUSTICE AND SERVICE TO THE PUBLIC.** Judicial branch services will be responsive to the needs of the public and will enhance the public's understanding and use of and its confidence in the judiciary.
- v. **EDUCATION.** The effectiveness of judges, court personnel, and other judicial branch staff will be enhanced through high-quality continuing education and professional development.

- vi. **TECHNOLOGY.** Technology will enhance the quality of justice by improving the ability of the judicial branch to collect, process, analyze, and share information and by increasing the public's access to information about the judicial branch.

4. Contractor Responsibilities

- A. The Contractor's Project Manager will have the following responsibilities under this Contract:
 - i. Is responsible for the end results and for day-to-day Project management;
 - ii. Serves as the Contractor's primary contact;
 - iii. Works closely with the AOC's Project Manager;
 - iv. Provides on-going status reports to AOC management;
 - v. Manages, prepares, and refines the Contract's end results;
 - vi. Proactively assists with resolution of issues with any aspect of the Work;
 - vii. Proactively anticipates Project deviations and is responsible for taking immediate corrective action;
 - viii. Works with Project Manager to manage and coordinate Work and knowledge transfer; and
 - ix. Is responsible for management of Project budget within constraints of Work requirements.

5. AOC Responsibilities

- A. The AOC's **Project Manager** will be responsible for managing, scheduling, and coordinating all Project activities, including Project plans, timelines, and resources, and escalating issues for resolution to AOC management.

6. Work Requirements

- A. The Contractor shall provide the following Work@....

7. Project Schedule

- A. The Contractor shall complete and submit the Work pursuant to the following schedule@....

END OF EXHIBIT

**EXHIBIT E
ATTACHMENTS**

@This Exhibit includes the following form(s):

@Attachment @1, Acceptance and Signoff Form

END OF EXHIBIT

@EXHIBIT E
ATTACHMENT @1
ACCEPTANCE AND SIGNOFF FORM

Description of Work provided by Contractor:

Date submitted: _____

Work is:

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

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

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

Please note level of satisfaction:

Poor Fair Good Very Good Excellent

Comments, if any:

Work is accepted.

Work is unacceptable as noted above.

Name: _____

Title: _____

Date: _____

END OF ATTACHMENT

