

ATTACHMENT 2: MODEL CONTRACT

Superior Court of California, County of Ventura
MASTER AGREEMENT [rev July 2018]

AGREEMENT NUMBER [Agreement number]

1. In this Master Agreement (“Agreement”), the term “Contractor” refers to **[Contractor name]**, and the term “Establishing Judicial Branch Entity” or “Establishing JBE” refers to the **Superior Court of California, County of Ventura**. This Agreement is entered into between Contractor and the Establishing JBE for the benefit of the Judicial Branch Entities (as defined in Exhibit A-1). Any Judicial Branch Entity that enters into a Participating Addendum with Contractor pursuant to this Agreement is a “Participating Entity” (collectively, “Participating Entities”). The Establishing JBE and the Participating Entities are collectively referred to as “JBEs” and individually as “JBE”).

2. This Agreement is effective as of **[Date]** (“Effective Date”) and expires on **[Date]** (“Expiration Date”). This Agreement includes one or more options to extend through **[Date]**.

3. The title of this Agreement is: Master Agreement for a **Contact Call Center / IVR System**

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

4. The parties agree to the terms and conditions of this Agreement and acknowledge that this Agreement consists solely of this coversheet, the following exhibits and any documents attached or referenced therein, and any Amendment(s) made in accordance with the provisions of this Agreement.

- | | |
|---|---|
| Exhibit A-1, General Terms and Conditions; | Exhibit E-1, Project Change Management Process; |
| Exhibit A-2, Supplemental Terms and Conditions; | Exhibit E-2, Project Change Request / Form; |
| Exhibit B, Insurance Requirements; | Exhibit F, Darfur Contracting Act |
| Exhibit C, Payment Provisions; | Exhibit G, Iran Contracting Act |
| Exhibit D – Scope of Work | Exhibit H, Unruh Civil Rights and CA FEHA Acts |
| | Exhibit I, Acceptance and Signoff Form |

5. In the event of a conflict between the Contract Documents, the following descending order of precedence shall govern. Exhibits: A-1; A-2; C, D, E-1; E-2; B; F

Superior Court of California, County of Ventura	TBD
Signature:	Signature:
Printed Name: Michael D. Planet	Printed Name:
Title: Court Executive Officer	Title:
Date:	Date:

End of Contract Cover Sheet

TABLE OF CONTENTS

EXHIBIT A-1: GENERAL TERMS AND CONDITIONS 4

1. Definitions..... 4

2. Notices..... 5

3. Accounting 5

4. Amendment 5

5. Assignment; Subcontractors..... 5

6. Successors..... 5

7. Audit and Records..... 6

8. Certifications and Representations..... 6

9. Special Provisions..... 7

10. Acceptance; Rejection..... 8

11. Changes in Work; Stop Work 9

12. Choice of Law and Jurisdiction..... 10

13. Confidentiality 10

14. Default and Remedies 10

15. Dispute Resolution..... 11

16. Indemnification..... 12

17. Independent Contractor..... 12

18. Infringement Protection..... 12

19. Limitation of Liability..... 12

20. Limitation on Non-Domestic Work 13

21. Non-Exclusivity 13

22. Ownership..... 13

23. Performance..... 13

24. Prohibited Bids for End Product of this Agreement..... 13

25. Prior Work..... 14

26. Publicity 14

27. Cooperative Agreement (“Piggybacking”) 14

28. Representations and Warranties..... 14

29. Standard of Performance; Warranties 14

30. Survival 15

31. Termination..... 15

32. Service and Delivery After Contract Expiration 16

33. Time is of the Essence..... 16

34. Travel 16

35. Waiver of Rights..... 16

36. Severability 16

37. Entire Agreement 16

EXHIBIT A-2: SUPPLEMENTAL TERMS AND CONDITIONS 18

1. Additional Definitions..... 18

2. Risk of Loss or Damage to Work 19

3. Data Security 19

4. Four-Digit Date Compliance..... 19

5. Intellectual Property 19

6. Malicious Code..... 20

7. Third Party..... 20

EXHIBIT B – INSURANCE REQUIREMENTS 21

1. General Insurance Requirements..... 21

2. Minimum Scope and Limits of Coverage..... 21

3. Claims Made Coverage..... 21

4. Endorsements..... 21

5. Certificates of Insurance..... 22

- 6. Consequences of Lapse; Failure to Maintain Insurance..... 22
- 7. Partnerships..... 22
- 8. Non-Limiting..... 23
- EXHIBIT C: PAYMENT PROVISIONS 24
 - 1. Contract Amount 24
 - 2. Compensation..... 24
 - 3. Taxes 24
 - 4. Final Payment..... 24
 - 5. Invoicing Requirements..... 24
 - 6. Payment..... 25
 - 7. Release of Claims..... 25
 - 8. Pricing / Rate Sheet/Bill Rate..... 25
- EXHIBIT D: STATEMENT OF WORK..... 26
- EXHIBIT E-1: PROJECT CHANGE MANAGEMENT PROCESS 27
 - 1. Overview..... 27
 - 2. Step by Step Change Management Process..... 27
 - 3. Change Management Roles..... 28
 - 4. Change Management Documents..... 28
- EXHIBIT E-2: PROJECT CHANGE REQUEST FORM..... 29
- EXHIBIT F: ACCEPTANCE AND SIGNOFF FORM..... 30

EXHIBIT A-1: GENERAL TERMS AND CONDITIONS

1. Definitions.

- 1.1 **Agreement:** entire integrated agreement, including all Contract Documents, Exhibits, Attachments, and Amendments incorporated therein, signed by Court and Contractor, for performance of the Work.
- 1.2 **Amendment:** written Contract Document issued by Court, and signed by both Contractor and Court, modifying the Agreement and identifying any of the following: (1) change in the Work; (2) change in Contract Amount; (3) change in schedule for delivery and performance of Work; or (4) any change to other terms and conditions.
- 1.3 **Applicable Law:** any applicable laws, codes, legislative acts, regulations, ordinances, rules, rules of court, and orders.
- 1.4 **Bid:** A response to a competitive solicitation issued by the Court, regardless of the Solicitation Document used by the Court (e.g., Request for Quote “RFQ”, Invitation for Bid “IFB”, or Request for Proposal “RFP”).
- 1.5 **Business Day:** means days of the week excluding Saturday and Sunday, as well as Contractor’s pre-established and published holidays applicable to its employees.
- 1.6 **Claims:** claims, suites, actions, arbitrations, demands, proceedings, fines, penalties, losses, damages, liabilities, judgments, settlements, costs, and expenses (including reasonable attorneys’ fees and costs), including those based on the injury to or death of any person or damage to property.
- 1.7 **Contract Amount:** total dollar amount of the Agreement.
- 1.8 **Compensation:** The remuneration owed to Contractor in respect of Services, including Contractor’s professional fees, direct costs (including filing fees), indirect costs (including overhead expenses), profit, and taxes.
- 1.9 **Contractor:** means the individual, association, partnership, firm, company, consultant, corporation, affiliates, or combination thereof, including joint ventures, contracting with the Court to do the Contract Work. Contractor is one (1) of the parties to this Agreement as defined on the Cover Sheet.
- 1.10 **Court:** Superior Court of California, as indicated on the Contract Cover Sheet. Court is a party to this Agreement.
- 1.11 **Coversheet:** refers to the first sheet of this Agreement.
- 1.12 **Deliverable:** hardware, software, firmware, documentation, services or other items, specified in the Agreement, that Contractor shall complete and deliver or submit to Court.
- 1.13 **Documentation:** all technical architecture documents, technical manuals, user manuals, flow diagrams, operations guides, file descriptions, training materials and other documentation related to the Deliverables; together with all Upgrades thereto.
- 1.14 **Expiration Date:** is the last day of the Term, unless the Initial Term is extended by exercise of an option. In that event, the Expiration Date will instead refer to the date specified as the expiration date in the notice of exercise of the option.
- 1.15 **Judicial Branch Entity:** Any California superior or appellate court, the Judicial Council of California, and the Habeas Corpus Resource Center; these entities comprise the “Judicial Branch”.
- 1.16 **Judicial Branch Personnel:** means members, justices, judges, judicial officers, subordinate judicial officers, employees, and agents of a Judicial Branch Entity.
- 1.17 **Loss:** as used in the indemnity provisions of this Agreement includes any actions, claims, demands, causes of action, fines, penalties, losses, liabilities, damages, costs, expenses, and attorneys’ fees.
- 1.18 **Material:** all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication hardware and software.
- 1.19 **Option Period:** means the period, if any, through which this Agreement may be extended by the parties upon mutual agreement.

- 1.20 **Parties or Party:** means “us”, the Superior Court of California, County of Ventura, and/or “you”, the Contractor, as the context requires.
- 1.21 **PCC:** is an acronym for “Public Contract Code” which is the set of California statutes that govern how state and local agencies contract for goods and services.
- 1.22 **Services:** collectively, the services provided under this Agreement, and any incidental services or responsibilities that are reasonable and customary in the industry and not specifically described in this Agreement (or the Scope of Work), but which are required for the performance and delivery of these services.
- 1.23 **Subcontractor:** a person or business entity that has a contract (as an "independent contractor" and not an employee) with Contractor to provide some portion of the Work of this Agreement.
- 1.24 **Term:** comprises the Initial Term and any Option Period.
- 1.25 **Termination Date:** has the same meaning as “Expiration Date” unless this Agreement is validly terminated before the applicable Expiration Date, in which case Termination Date means the effective date this Agreement is validly terminated.
- 1.26 **Third Party:** any individual or entity not a party to the Agreement.
- 1.27 **Work:** any or all labor, services, Deliverables, equipment, supplies, Materials, Tasks, and any other items or activities necessary for the performance and completion of Contractor’s obligations in compliance with the requirements of the Agreement. Work may also include Project Change Requests (“PCRs”), Tasks, Deliverables, and/or Submittals required by the Court.
- 1.28 **Works:** all inventions (whether patentable or not), discoveries, literary works and other works and authorship (including software), designations, designs, know-how, technology, tools, ideas and information.

2. Notices.

Notices may include but are not limited to anything related to terms and conditions and pricing. Notice is effective on receipt; however, any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified will be treated as effective on the first day that the notice was refused, unclaimed, or deemed undeliverable.

Notices, as may be required in the Agreement, will be provided to the following:

Court	Contractor
TBD	TBD

3. Accounting.

Contractor will maintain a system of accounting and internal controls that meets Generally Accepted Accounting Principles (U.S. GAAP).

4. Amendment.

Except as otherwise specific in this Agreement, no amendment or change to this Agreement will be valid without written approval by the Court Executive Officer or designee, in the form of an Amendment, including any changes to the Scope of Work.

5. Assignment; Subcontractors.

Contractor may not assign or subcontract its rights or duties under this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the Court. Consent may be withheld for any reason or no reason.

- 5.1 Contractor must incorporate this Agreement as the prime agreement in any subcontracting relationship. Contractor will be liable for all Subcontractor acts or omissions, including indemnity obligations.

6. Successors.

This Agreement binds the parties as well as their heirs, successors, and assignees.

7. Audit and Records.

Contractor must allow the Court or its designees to review and audit Contractor's (and any subcontractors') documents and records relating to this Agreement. Contractor (and its subcontractors) shall retain such documents and records for a period of four (4) years following final payment under this Agreement. If an audit determines that Contractor (or any subcontractor) is not in compliance with this Agreement, Contractor shall correct errors by the twentieth (20th) day of the month following the review or audit.

8. Certifications and Representations.

Contractor's signature on the cover page shall also serve as certification for the following paragraphs.

8.1 Authority and Binding Effect. Contractor warrants it has the full power and authority to enter into and perform its obligations under this Agreement, to grant the rights and licenses herein, and Contractor's signatory has authority to bind Contractor to this Agreement. This Agreement constitutes a valid and binding obligation of Contractor, enforceable in accordance with its terms.

8.2 Compliance with Permits, Laws, and Regulations. Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services, and pays all undisputed debts when they come due. If applicable, Contractor certifies, under the penalty of perjury, that the pocket license or certificate of license presented is his or hers, is current valid and is in a classification appropriate to the work to be undertaken.

During the term of this Agreement, Contractor will obtain and keep in full force and effect, all permits and licenses necessary to accomplish the Work. Such permits and licenses will be made available to Court, upon request.

Contractor will promptly provide Notice to Court of any conflict discovered between the Agreement and any applicable laws, rules, regulations, and/or permits and licenses, and await resolution of the conflict. If Contractor proceeds with the Work in question without resolution of the conflict, Contractor will be solely liable for any costs, fines, penalties, or damages that accrue, including costs for remedial work required to comply with such requirements.

8.3 Drug-free Workplace. Contractor certifies that it and its Subcontractors will provide a drug-free workplace as required by Calif. Gov. Code, § 8355-8357.

8.4 No Conflict of Interest. Contractor has no interest that would constitute a conflict of interest under Public Contract Code Sections 10365.5, 10410 or 10411; Government Code Sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.

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

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

8.7 No Interference with Other Contracts. This Agreement does not create a material conflict of interest, breach, or default under any of Contractor's other contracts.

8.8 No Litigation. No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or, to Contractor's knowledge, threatened against or affecting Contractor or Contractor's business, financial condition, or ability to perform this Agreement, except any suit, action, arbitration, proceeding, or investigation that individually or in the aggregate with others will not or would not have a material adverse effect on Contractor's business, the validity or enforceability of this Agreement, or Contractor's ability to perform this Agreement.

- 8.9 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 Sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, Sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor has notified in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of non-discrimination.
- 8.10 Not an Expatriate Corporation.** Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286.1, and is eligible to contract with the Court.
- 8.11 Sales and Use Tax Collection.** Contractor collects and remits sales and use taxes as and to the extent required under the Revenue and Taxation Code.

9. Special Provisions.

- 9.1 Antitrust Claims.** Contractor shall comply with the requirements of Government Code sections set out below.
- 9.1.1.** Contractor shall assign to the Court 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 Court. Such assignment shall be made and become effective at the time the Court tenders final payment to the Contractor. (GC 4552)
- 9.1.2.** If the Court 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 Court any portion of the recovery, including treble damages, attributable to overcharges that were paid by the Contractor but were not paid by the Court as part of the Bid price, less the expenses incurred in obtaining that portion of the recovery. (GC 4553)
- 9.1.3.** Upon demand in writing by the Contractor, the Court 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 (1) the Court has not been injured thereby, or (2) the Court declines to file a court action for the cause of action. (GC 4554)
- 9.2 Child Support Compliance Act.**
- 9.2.1.** Contractor recognizes the importance of child and family support obligations and fully complies with 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 Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- 9.2.2.** Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 9.3 Conflict Minerals.** Contractor certifies either; (i) it is not a "scrutinized company" as defined in PCC 10490(b), or (ii) the goods or services the Contractor will provide to the Court are not related to products and services that are the reason the Contractor must comply with Section 13(p) of the Securities Exchange Act of 1934.
- 9.4 Discharge Violations.** Contractor is not in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; or subject to any cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions. Contractor has not been finally determined to be

in violation of provisions of federal law relating to air or water pollution.

- 9.5 Domestic Partners, Spouses, Gender, and Gender Identity Discrimination.** Contractor is in compliance with Public Contract Code Section 10295.3 and 10295.35, which, subject to specified exceptions, generally prohibits discrimination in the provision of benefits between employees with spouses and employees with domestic partners, or discriminates between employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or discriminates between same-sex and different-sex domestic partners of employees or between same-sex and different-sex spouses of employees, or discriminates between employees on the basis of an employee's or dependent's actual or perceived gender identity (including, but not limited to, identification as transgender).
- 9.6 DVBE Certification.** If Contractor made a commitment to achieve Disabled Veterans Business Enterprises (DVBE) participation, Contractor shall within sixty (60) calendar days of receiving final payment under this Agreement certify in a report to the Court: (1) the total amount the prime Contractor received under the Agreement; (2) the name and address of any DVBE that participated in the performance of this Agreement; (3) the amount each DVBE received from the Contractor; (4) that all payments under this Agreement have been made to the DVBE; and (5) 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.
- 9.7 Electronic Waste Recycling Act.** If this Agreement provides for the purchase or lease of covered electronic devices under the Electronic Waste Recycling Act of 2003, Public Resources Code Sections 42460 et seq., Contractor complies with the requirements of that Act, and Contractor maintains documentation and provides reasonable access to its records and documents that evidence compliance.
- 9.8 Iran Contracting Act.** 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) calendar 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 Court to enter into this Agreement pursuant to PCC 2203(c).
- 9.9 Loss Leader Prohibition.** Contractor shall not sell or use any article or product as a "loss leader" as defined in Business and Professions Code Section 17030.
- 9.10 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.
- 9.11 Union Activities Restrictions.** As required under Government Code Sections 16645-16649, if this Agreement provides for total Compensation of \$50,000 or more, no Court funds received under this Agreement may be used to assist, promote, or deter union organizing during the term of the Agreement. If Contractor incurs costs, or makes expenditures to assist, promote, or deter union organizing, Contractor shall maintain records sufficient to show that no Court's funds have used for those expenditures and provide those records to the Attorney General upon request.

10. Acceptance; Rejection

- 10.1 Acceptance.** The written acceptance issued to Contractor by the Court after Contractor has completed a Deliverable, in compliance with this Agreement. Notwithstanding any prior inspection or payment, all Goods or Services delivered shall be subject to final inspection and acceptance or rejection by the Court within a reasonable time after delivery to the Court, as set forth in the Statement of Work. Until Work is completed and accepted by the Court, the risk of loss or damage to the Work shall remain with Contractor. All items which are not in compliance with the specifications hereof, which are not as warranted, or which are shipped late, shipped in excess or insufficient quantities, or substituted for items ordered hereunder may be rejected by the Court and returned or held at Contractor's expense and risk. No damages or extras will be allowed for unforeseen difficulties or obstructions. Payment shall not constitute an acceptance of the Goods, Services, or Work nor impair the Court's right to inspect or any of its remedies. Contractor shall

immediately refund any payment made in error.

Rejection. The Court may reject any Goods, Services, or deliverables that: (i) fail to meet applicable Court's Project Manager shall apply the acceptance criteria set forth in the Statement of Work (which may include timeliness, completeness, technical accuracy, and conformance to statistical, industry or marketplace standards), as such criteria may be modified by agreement of the parties to determine acceptance or non-acceptance of the Work.

10.1.1. If the Work is not acceptable, the Court shall detail its failure to meet the acceptance criteria. Contractor shall have ten (10) business days from notification to correct the failure(s) to conform to the acceptance criteria. Contractor will re-submit the Work and the Court shall re-apply the acceptance criteria to determine its acceptance or non-acceptance. Thereafter, the parties shall repeat the process set forth in this Section until Contractor's receipt of Court's written acceptance of such corrected Work; provided, however, that if Court rejects any Work on at least two (2) occasions, Court may terminate that portion of this Agreement which relates to the rejected Work at no expense to Court.

10.1.2. If or when Contractor does not provide service(s) as specified, the Court may provide or contract with others to provide the service(s), and the amount payable under the Agreement shall be reduced by the cost to Court of labor, material, overhead, and administration for such corrective action. Such action does not constitute an acceptable alternative to performance of the Work by the Contractor.

10.1.3. If the Court rejects any Services or Work Product after payment to Contractor, the Court may exercise all contractual and other legal remedies available to it.

11. Changes in Work; Stop Work.

11.1 Changes in Work.

11.1.1. Court reserves the right to require Contractor to make changes in the Work, which may include additions, deletions, or modifications to the Work, or changes in the timing or level of effort for the Work.

11.1.2. For any change proposed by Court or Contractor, Contractor will submit in writing:

11.1.2.1. A description of the proposed change and the reasons for the change;

11.1.2.1. A summary of the total compensation to be paid Contractor with a breakdown of tasks and costs, including any reduction in Work or costs resulting from the change; and

11.1.2.3. A statement of the expected impact on schedule.

11.2 If Court and Contractor agree on a change, Court will issue an Amendment documenting the change, for the parties' execution.

11.3 If the parties cannot agree to the terms of a change, Contractor will proceed diligently with Work unless otherwise directed by Court, and any continuing disagreement will follow the process set forth in the provisions entitled "Dispute Resolution." Contractor should not proceed with any change prior to receiving a written directive or Amendment from Court. All costs for changes performed by Contractor without Court's prior written approval will be at Contractor's sole risk and expense.

10.2 requirements or acceptance criteria; (ii) are not as warranted; or (iii) are performed or delivered late. The

11.4 Stop Work.

11.4.1. Court may, at any time, by delivery of a written Stop Work Order to Contractor, require Contractor to stop any or all of the Work, after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree.

11.1.2.1. Stop Work Order is a written notice to Contractor from Court, directing Contractor to stop performance of Work for a period of ninety (90) days following delivery of the order to Contractor, or for a longer period by mutual agreement of the parties.

- 11.4.2.** Upon receipt of the Stop Work Order, Contractor will immediately comply with its terms and take all reasonable steps to minimize the costs incurred to Court during the applicable Stop Work period.
- 11.4.3.** If a Stop Work Order is cancelled by the Court, or the period of the Stop Work Order or any extension thereof expires, Contractor will promptly resume Work covered by such Stop Work Order. Court may make an equitable adjustment in the delivery schedule, the Contract Amount, Work, or all, if (a) the Stop Work Order directly and proximately results in an increase in the time required for the performance of any part of the Scope of Work; and (b) Contractor asserts its right to such equitable adjustment within thirty (30) calendar days after the end of the applicable Stop Work period.
- 11.4.4.** If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated other than for cause, Court may allow reasonable costs resulting from the Stop Work Order.
- 11.4.5.** Court will not be liable to Contractor for loss of profits because of any Stop Work Order.

12. Choice of Law and Jurisdiction.

California law, without regard to its choice-of-law provisions, governs this Agreement. Jurisdiction and venue for any legal action arising from this Agreement shall exclusively reside in Ventura County, California, and the parties hereby consent to the jurisdiction and venue of such courts.

13. Confidentiality.

- 13.1 Confidential Information** shall be defined as (i) any information related to the business or operations of the Court, including information relating to its personnel and users, and (ii) any financial, statistical, personal, technical, or other data or information that is designated confidential by a party to this Agreement or that Contractor knows, or would reasonably be expected to know is confidential. 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 generally and lawfully available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; or (iii) information a third party rightfully disclosed to Contractor free of any confidentiality duties or obligations.
- 13.2** During the Term and at all times thereafter, Contractor will: (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by this Agreement, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining the Court's express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to its employees or contractors who need to know that information in order to perform Services and who have executed a confidentiality agreement with Contractor at least as protective as the provisions of this section. The provisions of this section shall survive the expiration or termination of this Agreement. Contractor will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects its own confidential or proprietary information of a similar nature, and with no less than reasonable care and industry-standard care. The Court owns all right, title and interest in its Confidential Information. Contractor will notify the Court within two (2) calendar days upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the Court to protect such Confidential Information, including but not limited to investigating and curing the unauthorized disclosure, and taking measures satisfactory to the Court to prevent such disclosure from reoccurring.
- 13.3** Upon the Court's request and upon any termination or expiration of this Agreement, Contractor will promptly (a) return to the Court or, if so directed by the Court, destroy all Confidential Information (in every form and medium), and (b) certify to the Court in writing that Contractor has fully complied with the foregoing obligations.
- 13.4 Specific Performance.** Contractor understands a default under this Section will result in irreparable damage for which no adequate remedy will be available. Accordingly, injunctive or other equitable relief is a remedy that the Court will be entitled to seek.

14. Default and Remedies.**14.1 Default.** A default exists under this Agreement if:

14.1.1. Contractor fails or is unable to meet for perform any of Contractor's duties under this Agreement, and this failure is not cured within ten (10) calendar days following notice of default or is not Contractor or Contractor's creditors file a petition as to Contractor's bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business;

14.1.2. Contractor makes or has made under this Agreement any representation or warranty that is or was incorrect, inaccurate, or misleading;

14.1.3. Any act, condition, or thing required to be fulfilled or performed by Contractor to (i) enable Contractor lawfully to enter into or perform its obligations under this Agreement, (ii) ensure that these obligations are legal, valid, and binding, or (iii) make this Agreement admissible when required is not fulfilled or performed.

14.2 Notice of Default. Contractor shall notify the Court immediately if Contractor defaults, or if a third party claim or dispute is brought or threatened that alleges facts that would constitute a default under this Agreement.

14.3 Available Remedies. The Court may do any of the following:

14.3.1. Withhold all or any portion of a payment otherwise due to Contractor, and exercise any other rights or setoff as may be provided in this Agreement or any other Agreement between the Court and Contractor;

14.3.2. Require Contractor to enter into non-binding mediation;

14.3.3. Exercise, following notice, the Court's right of early termination of this Agreement as provided below; and

14.3.4. Seek any other remedy available at law or in equity.

14.4 Remedies Cumulative. All remedies provided for in this Agreement may be exercised individually or in combination with any other available remedy.;

15. Dispute Resolution.

Court and Contractor will attempt, in good faith, to resolve any disputes informally. Contractor will meet with Court's representative to discuss the matter and any actions necessary to resolve a dispute.

15.1 Escalation.

15.1.1. If a dispute remains unresolved either party may give Notice requesting each party's Chief Executive Officer ("CEO") or designated representative to meet, exchange information and attempt resolution within fifteen calendar days of the effective date of the Notice.

15.1.2. If the matter is not resolved as set forth in this Section, the aggrieved party will submit a second Notice which will:

15.1.2.1. provide detailed factual information;

15.1.2.1. identify the specific provisions in this Agreement on which any demand is based;

15.1.2.3. advise if the demand involves a cost adjustment and, if so, provide the exact amount, accompanied by all supporting records; and

15.1.2.1. attach a declaration that the demand is made in good faith, the supporting data are accurate and complete, and the amount requested properly reflects the necessary adjustment. Notice will be signed by an authorized representative of the aggrieved party.

15.1.3. Each party will comply with reasonable requests for additional information. Any additional

information will be provided within fifteen calendar days after receipt of a written request, unless otherwise agreed.

15.2 Confidentiality During Dispute Resolution. All dispute resolution negotiations are considered confidential, and will be treated as compromise and settlement negotiations, to which California Evidence Code § 1152 applies.

15.3 Continued Performance of Work. Pending final resolution of any dispute, Contractor agrees to proceed diligently with the performance of the Work, including Work associated with the dispute, unless otherwise directed by Court. Contractor's failure to diligently proceed in accordance with Court's instructions will be considered a material breach of the Agreement.

16. Indemnification.

16.1 Contractor shall indemnify and defend (with counsel satisfactory to the Court Office of the General Counsel) Court and Court Personnel from against all claims, damages, losses, judgements, liabilities, and expenses, including but not limited to attorney fees and costs, arising or resulting from the negligence or willful misconduct of Contractors or its officers, employees, agents, representatives or Subcontractors. Contractor's duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.

16.2 Contractor's obligation to defend, indemnify, and hold the Court and Court Personnel harmless is not limited to, or restricted by, any requirement in the Agreement that Contractor procure and maintain insurance policies.

17. Independent Contractor.

17.1 Contractor, Subcontractors, and their officers, agents, employees, and all others acting on behalf of Contractor, are independent contractors and not as Court agents, officers or employees. Contractor has no authority to bind or incur any obligation on behalf of Court. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in Court.

17.2 This Agreement will not be considered under any circumstance to create a joint-venture relationship.

17.3 If any governmental entity concludes that Contractor is not an independent contractor, Court may terminate this Agreement immediately upon Notice. Alternatively, Contractor may agree to a reduction in Court's financial liability, so that Court's total costs under this Agreement do not exceed the originally contemplated amount.

17.4 If the Internal Revenue Service or any other federal or state governmental entity should investigate or challenge Contractor's independent status with respect to Court, the parties agree that (i) each will inform the other party of such investigation or challenge; and (ii) Court will have the right, but not the obligation, to participate in any discussion or negotiation occurring with the federal or state entity, regardless who initiates such discussions or negotiations.

17.5 Exclusive Control of Means and Method of Performance. Contractor will determine the method, details, and means of performing or supplying the Work under this Agreement. Contractor will be responsible to Court only for the requirements and results specified in this Agreement, and will not be subjected to Court's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor will have the "right to control" and bear the sole responsibility for the job site conditions and safety.

18. Infringement Protection.

Contractor shall hold the Court and 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 uncopyrighted compositions, secret process, or patented or unpatented invention, article, or appliance furnished or used in connection with this Agreement.

19. Limitation of Liability.

Court will not be liable to Contractor, its officers, employees, Subcontractors, or Third Parties for any indirect, special, or consequential damages, including lost profits or revenue, arising from or relating to this Agreement, regardless whether Court was advised of the possibility of such loss or damage. In no event will Court's liability for direct damages arising from or related to this Agreement, for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, exceed the amounts paid to Contractor by Court under this Agreement.

20. Limitation on Non-Domestic Work.

Contractor may not perform any portion(s) of the Services that would include Court Data, information or materials; and and/all Court or Court-related materials, data, information, records, etc. outside the United States. Those portion(s) must remain in the United States at all times, regardless of whether such items are considered Confidential Information.

21. Non-Exclusivity.

This is a non-exclusive agreement. Court reserves the right to perform, or have others perform the Work of this Agreement. Court reserves the right to bid the Work to others or procure the Work by other means.

22. Ownership.

Contractor irrevocably assigns to the Court all right, title and interest worldwide in and to the materials created under this Agreement, and all applicable intellectual property rights related to the materials created under this Agreement, including copyrights, trademarks, trade secrets, moral rights, and contract and licensing rights. Contractor grants to the Court a non-exclusive, transferable, sublicenseable (through multiple tiers), worldwide, perpetual, irrevocable, fully-paid and royalty-free license to use, reproduce, make derivative works of, perform, display, and distribute any portion of the materials delivered by Contractor but not created under this Agreement. Upon the expiration or termination of this Agreement, or upon the Court's notice at any time, Contractor shall give all materials to the Court or to another party at the Court's direction.

22.1 If this Agreement provides for the provision of equipment purchased or built with Court funds, title to any equipment purchased or built with Court funds shall vest in the Court immediately upon payment of the purchase price. Before delivery to the Court, Contractor is responsible for loss or damage to the equipment to the extent it results from the negligent act or omission of Contractor or its directors, officers, employees, or agents, and Contractor shall make all necessary or appropriate repairs and adjustments.

23. Performance.

Contractor will perform and complete all Work, in compliance with the requirements of this Agreement, and to the satisfaction of Court.

23.1 Background Checks.

23.1.1. The Court will have the right, but not the obligation, to request or conduct a background check on any Contractor's personnel, its subcontractor personnel, or agents performing Work under the Agreement. The Court may require a local and/or LiveScan.

23.1.2. Contractor shall cooperate with the Court if the Court wishes to perform any background checks on Contractor's personnel by obtaining, at no additional cost, all releases, waivers, and permissions the Court may require. Contractor shall not assign personnel who refuse to undergo a background check. Contractor shall provide prompt notice to the Court of (i) any person who refuses to undergo a background check, and (ii) the results of any background check requested by the Court and performed by Contractor.

23.1.3. Granting or denying access will be at the sole discretion of the Court. The Contractor will receive a written response with a notification of "Approved" or "Denied" for the facility access for each individual. No background information will be released to the Contractor.

23.1.4. It is the responsibility of the Contractor to notify the Court of any additional staff or change in staff and to receive authorization from the court before the individual begins to work in a court facility.

23.2 All personnel assigned to perform this Agreement are able to work legally in the United States and possess valid proof of work eligibility.

23.3 Contractor will issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's employees, consultants, and independent contractors.

24. Prohibited Bids for End Product of this Agreement.

No person, firm, or subsidiary thereof which has been awarded a consulting services agreement may submit a bid for, or 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 will not apply to any person, firm, or subsidiary thereof, which is awarded a subcontract under this Agreement in an amount no more than ten percent of the total monetary value of this Agreement.

25. Prior Work.

Prior work, performed by Contractor pursuant to Court's authorization, but before execution of this Agreement, will be considered as having been performed subject to the provisions of this Agreement.

26. Publicity.

Contractor may not make a public announcement, or issue any press release or other writing, related to this Agreement without first obtaining the Court's prior written approval, which may be denied for any or no reason.

27. Cooperative Agreement ("Piggybacking").

This Agreement is a result of a competitive procurement in compliance with the rules, regulations and requirements of the California Judicial Branch Contract Manual. The provisions and pricing of this Agreement may be extended to other California government agencies. A government agency wishing to utilize the provisions and pricing of this Agreement will be responsible for issuing its own purchase documents and making any and all payments relative to its agreement. Any participating government agency is responsible for obtaining its own certificates of insurance and any required performance bonds. The Court makes no guarantee to other government agencies that may utilize the provisions or pricing of this Agreement. By utilizing the provisions or pricing of this Agreement, the participating government agency agrees to hold the Court harmless from all claims, demands, or actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the utilization of the provisions or pricing of this Agreement. The Court makes no guarantee to Contractor that any other government agency will make use of the provisions.

28. Representations and Warranties.

Contractor shall cause its representations and warranties to remain true during the Term. Contractor shall promptly notify the Court if any representation and warranty becomes untrue.

29. Standard of Performance; Warranties.

29.1 Standard of Performance. Contractor will perform all Work with the requisite skill and diligence consistent with professional standards for the industry and type of work performed under the Agreement, and pursuant to the governing rules and regulations of the industry. Contractor understands that Court relies on the accuracy, competence, and completeness of Contractor's services.

29.2 Warranties.

29.2.1. Contractor warrants and represents that all Work shall meet all applicable requirements of any other code which may apply to the Work. For a period of twelve (12) months after the date of completion of the work, the Contractor, upon notification from the Court, shall promptly schedule and make all repairs to all 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 Scope of Work. The warranty period shall commence upon date of Acceptance by the Court. Court's approval of designs or specifications furnished by Contractor will not relieve Contractor of its obligations under this warranty.

Contractor warrants and represents that all parts furnished during the Work shall be the latest improved models in current production, as offered to commercial trade, and shall be of quality material. Used, shopworn, demonstrator, prototype, reconditioned or discontinued models or materials are not acceptable. The warranty period for Contractor provided materials shall be for a

period of one (1) year after completion of the installation or within manufacturer's warranty, whichever is the later period. Contractor shall provide the Court with all manufacturers' warranty documents upon completion of the installation and prior to leaving the job site.

- 29.2.2.** Contractor represents and warrants to Court that it is and will be either own, or be authorized to use for its own and the Court's benefit, all intellectual property rights used and to be used in connection with providing and/or performing the Work.
- 29.2.3.** All warranties will inure to Court, its successors, assigns, customer agencies, and users of the Work provided hereunder.
- 29.2.4.** Unless otherwise specified, the warranties set forth in this Section commence after Work has been approved and accepted by Court.

30. Survival.

Terms that will survive termination or expiration of this Agreement include, but are not limited to those which address the following: Assignment, Audit and Records, Confidentiality, Indemnity, Limitation of Liability, Warranties.

31. Termination.

31.1 Termination for Cause.

- 31.1.1.** Court may terminate this Agreement, in whole or in part, and be relieved of any payments, if Contractor fails to perform the requirements of this Agreement at the time and in the manner agreed. Court may proceed with the Work in any manner deemed proper. All costs to Court arising from Contractor's default as defined in the Section above, including costs to complete or correct the Work, will be deducted from any sum due Contractor. Contractor will not be entitled to recover overhead or profit on the uncompleted portions of the Work. Notwithstanding any other provision of this Agreement, in no event shall the excess cost to the Court for such goods or services be excluded under this Agreement as indirect, incidental, special, exemplary, punitive or consequential damages of the Court. Contractor shall continue the Services not terminated hereunder.
- 31.1.2.** If the Court terminates this Agreement or any portion thereof for cause, the Court may acquire from third parties, under the terms and in the manner the Court considers appropriate, goods or services equivalent to those terminated, and Contractor shall be liable to the Court for any excess costs for those goods or services. Notwithstanding any other provision of this Agreement, in no event shall the excess cost to the Court for such goods or services be excluded under this Agreement as indirect, incidental, special, exemplary, punitive or consequential damages of the Court. Contractor shall continue the Services not terminated hereunder.

31.2 Termination for Convenience.

- 31.2.1.** Court may terminate this Agreement, in whole or in part, at any time and for any reason, upon at least ten (10) calendar days' Notice to Contractor. Upon receipt of the termination Notice, Contractor will promptly discontinue Work as specified in the Notice.
- 31.2.2.** If Court terminates all or part of this Agreement other than for cause, the Court will pay Contractor for the Work satisfactorily performed prior to the termination. Contractor will not recover overhead or profit on the uncompleted portions of the Work.

31.3 Termination due to Fund Appropriation and Availability.

- 31.3.1.** Court's obligations under this Agreement are subject to the availability of funds authorized for this Work. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement. Funding beyond the current Appropriation Year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement. The Appropriation Year for state-funded agreements ends on June 30th of each year. The Appropriation Year for federally funded agreements ends on September 30th of each year.
- 31.3.2.** Upon Notice, Court may terminate this Agreement in whole or in part, without prejudice to any

right or remedy of Court, for lack of appropriation of funds. Upon termination, Court will pay Contractor for the fair value of Work satisfactorily performed prior to the termination, not to exceed the total Agreement amount.

31.4 Cancellation Rights. The Court may also cancel delivery immediately of all or any portion of unshipped Goods or limit Contractor's Services, and, proportionately, Contractor's compensation except to reimburse Contractor for its actual costs incurred before expenses arising out of early termination by the Court, and any direct and indirect expenses incurred by cancellation of Goods in process that are custom made for the Court, if terminated for reason of cause as defined in "Termination for Cause".

31.5 Effect of Termination and/or Expiration.

31.5.1. Upon any expiration or termination, Court will have the right to take possession of any materials, equipment, Deliverables, and other Work including partially completed Work. Contractor will immediately assign to Court all of Contractor's right, title, and interest in and to such Work and related materials and Work product, and any and all intellectual property rights.

31.5.1.1. Contractor shall return to the Court any equipment purchased or built with Court funds, with costs incurred by Contractor being reimbursed by the Court.

31.5.2. Upon termination of any kind, Court may withhold from payment any sum that Court determines to be owed to Court by Contractor, or necessary to protect Court against loss due to outstanding liens or claims of former lien holders.

31.5.3. Upon the Expiration Date:

31.5.3.1. The Court shall be released from compensating Contractor for Services, other than those Contractor satisfactorily performed before the Expiration Date, and for any indirect costs.

31.5.1.1. Without prejudice to the Court, Contractor shall be released from performing Services.

31.5.1.1. At Court's request, Contractor will provide a six (6) month Termination Assistance Period, unless extended by the Parties.

32. Service and Delivery After Contract Expiration.

Notwithstanding anything to the contrary in this Section, all PCRs must be issued prior to the Expiration Date set forth in the Contract Cover Sheet. However, delivery of the products or completion of the services may be after such Expiration Date (unless otherwise specifically stated in the PCR), but must be as provided for in this Agreement and as specified in the PCR. No amendment(s) to add products or services to any authorized PCR(s) will be allowed after expiration of this Agreement.

33. Time is of the Essence.

Time of performance is of the essence in the performance of services by Contractor under this Agreement.

34. Travel.

Contractor's travel expenses are not reimbursable by the Court, unless expressly authorized by the Court in writing in advance.

35. Waiver of Rights.

Court's action, inaction, or failure to enforce any right or provision of this Agreement is not a waiver of its rights, and will not prevent Court from enforcing such rights on any future occasion.

36. Severability.

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

37. Entire Agreement.

37.1 Headings. All headings are for reference purpose only and do not affect the interpretation of this Agreement.

- 37.2 Negotiated Agreement.** This Agreement was negotiated between the parties, and neither party “prepared” this Agreement for purposes of California Civil Code §1654. Any ambiguity will not be construed against the drafter, but rather the terms and provisions will be given a reasonable interpretation.
- 37.3 Entire Agreement.** This Agreement constitutes the entire and final understanding of the parties regarding this matter, and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings and all other communication between the parties.
- 37.4 Counterparts.** This Agreement may be executed in counterparts, each of which is considered an original.

END OF EXHIBIT A-1

EXHIBIT A-2: SUPPLEMENTAL TERMS AND CONDITIONS**1. Additional Definitions.**

- 1.1 Consulting Services:** refers to the services performed under “Consulting Services Agreements”, which are defined in Public Contract Code Section 10335.5, substantially, as contracts that:
- 1.1.1.** Are of an advisory nature;
 - 1.1.2.** Provide a recommended course of action or personal expertise;
 - 1.1.3.** Have an end product that is basically a transmittal, either written or oral, that is related to the governmental functions of the state agency administration and management and program management or innovation; and
 - 1.1.4.** Are obtained by awarding a contract, a grant, or any other payment of funds for services of the above type.
 - 1.1.5.** The end product may include anything from answers to specific questions to design of a system or plan, and includes workshops, seminars, retreats, and conferences for which paid expertise is retained by contract.
 - 1.1.6.** “Consulting Services Agreements” do not include:
 - 1.1.6.1.** Contracts between a state agency and the federal government; or
 - 1.1.6.1.** Contracts with local agencies, as defined in Revenue and Taxation Code, Section 2211, to subvene federal funds for which no matching state funds are required.
- 1.2 Contractor Works:** Works owned or developed prior to the provision of the Services, or developed by Contractor independently from the provision of the Services and without use of the Court Works or Confidential Information.
- 1.3 Court Data:** all data and information of the Court disclosed to or accessed by Contractor or Subcontractors, including all such data and information relating to the Court and its respective contractors, agents, employees, technology, operations, facilities, markets, products, capacities, systems, procedures, security practices, court records, court proceedings, research, development, business affairs and finances, ideas, concepts, innovations, inventions, designs, business methodologies, improvements, trade secrets, copyrightable subject matter, patents and other intellectual property and proprietary information.
- 1.4 Court Works:** Works owned, licensed, made, conceived, or reduced to practice by the Court or a Court Contractor, any Works developed or acquired separate from this Agreement, and all modifications, enhancements, derivative works, and Intellectual Property Rights in any of the foregoing.
- 1.5 Data:** information, including, but not limited to, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
- 1.6 Data Safeguards:** industry-standard safeguards against the destruction, loss, misuse, unauthorized disclosure, or alteration of the Court Data or Confidential Information, and such other related safeguards that are set forth in Applicable Laws, a Statement of Work, or pursuant to Court policies and procedures.
- 1.7 Developed Works:** Works created, made, or developed by Contractor or Subcontractors, either solely or jointly with the Court, in the course of the performance of the Services under this Agreement, and all Intellectual Property Rights therein and thereto, including, without limitation, (i) all work-in-progress, data or information, (ii) all modifications, enhancements and derivative works made to Contractor Works, and (iii) all Deliverables; provided, however, that Developed Works do not include Contractor Works.
- 1.8 Intellectual Property Rights:** all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorships, including copyrights, moral rights, and mask work rights; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patent and industrial property rights; (e) other proprietary rights in intellectual property of every kind and nature; and (f) rights in or relating to registrations, renewals,

extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses (a) through (e) of this sentence.

- 1.9 IT Infrastructure:** software and all computers and related equipment, including, as applicable, central processing units and other processors, controllers, modems, servers, communications and telecommunications equipment and other hardware and peripherals.
- 1.10 Malicious Code:** any (i) program routine, device or other feature or hidden file, including any time bomb, virus, software lock, Trojan horse, drop-dead device, worm, malicious logic or trap door that may delete, disable, deactivate, interfere with or otherwise harm any of the Court's hardware, software, data or other programs, and (ii) hardware-limiting, software-limiting or services-limiting function (including any key, node lock, time-out or other similar functions), whether implemented by electronic or other means.
- 1.11 Source Code:** human-readable program statements written by a programmer or developer in a high-level or assembly language that are not directly readable by a computer and that need to be compiled into object code before they can be executed by a computer.
- 1.12 Upgrades:** all new versions, bug fixes, error corrections, workarounds, updates, upgrades, modifications, patches and new releases of software, Deliverables, or Documentation.

2. Risk of Loss or Damage to Work.

Until the work is completed and accepted by the Court, the risk of loss or damage to equipment or products provided by the Contractor shall remain with Contractor. No damages or extras will be allowed for unforeseen difficulties or obstructions.

3. Data Security.

At least once a year, or upon the Court's request, Contractor shall, at its expense, perform, or cause to have performed an assessment of Contractor's compliance with the safety and security policies set forth in this Agreement. Contractor shall provide to the Court the results, including any findings and recommendations made by Contractor's assessors, of such assessment, and, at its expense, take any corrective actions. The Court may, at the Court's expense, perform the assessments described in this Section and "snap" assessments (e.g., safety and data/physical security assessments) of the Court Service Locations.

4. Four-Digit Date Compliance.

If this Agreement is for the purchase of systems, software or instrumentation with imbedded chips, Contractor represents and warrants that it will provide only Four-Digit Date Compliant Deliverables and/or Services to the Court. "Four-Digit Date Compliant" Deliverables and Services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries.

5. Intellectual Property.

5.1 Contractor/Third Party Works. Contractor shall set forth all Contractor Works and Third-Party Works that Contractor intends to use in connection with this Agreement. The Court shall have the right to approve in writing the introduction of any Contractor Works or Third-Party Works into any Deliverable or Service prior to such introduction. Contractor grants to the Court, without additional charge, a perpetual, irrevocable, royalty-free, fully paid-up, worldwide, non-exclusive license to use, reproduce, perform, display, transmit, distribute, modify, create derivative Works of, make, have made, sell, offer for sale and import Contractor Works and Third-Party Works (including Source Code) and to sublicense such rights to other entities, in each case for the purpose of conducting the Court's business.

5.1.1 Third Party Works are defined as Works licensed or obtained by Contractor from a Third Party.

5.2 Rights in Developed Works. Upon their creation, the Developed Works (and all Intellectual Property Rights therein) will be the sole and exclusive property of the Court. Contractor (for itself, Project Staff and Subcontractors) hereby irrevocably assigns, transfers and conveys to the Court without further consideration all worldwide right, title and interest in and to the Developed Works, including all Intellectual Property Rights therein. Contractor further agrees to execute, and shall cause Project Staff and

Subcontractors to execute, any documents or take any other actions as may be reasonably necessary or convenient to perfect the Court's or its designee's ownership of any Developed Works and to obtain and enforce Intellectual Property Rights in or relating to Developed Works. Contractor may use Developed Works solely to provide the Services during the term of this Agreement. Contractor shall promptly notify the Court upon the completion of the development, creation or reduction to practice of any and all Developed Works.

- 5.3 Retention of Rights.** The Court retains all rights, title and interest (including all Intellectual Property Rights) in and to the Court Works. Subject to rights granted herein, Contractor retains all rights, title and interest (including all Intellectual Property Rights) in and to the Contractor Works.
- 5.4 Third-Party Rights.** Contractor hereby assigns to the Court all of Contractor's licenses and other rights (including any representations, warranties, or indemnities that inure to Contractor from third parties) to all Third-Party Works incorporated into the Deliverables or Services. If such licenses and rights cannot be validly assigned to or passed through to Court by Contractor without a Third Party's consent, then Contractor will use its best efforts to obtain such consent (at Contractor's expense) and will indemnify and hold harmless the Court, Judicial Branch Entities and Judicial Branch Personnel against all Claims arising from Contractor's failure to obtain such consent.
- 5.5** Contractor shall perform its obligations under this Agreement in a manner that the Services (including each Deliverable) and any portion thereof, does not infringe, or constitute and infringement, misappropriation or violation of, any Intellectual Property Right. Contractor has full Intellectual Property Rights and authority to perform all of its obligations under this Agreement, and Contractor is and will be either the owner of, or authorized to use for its own and the Court's benefit, all Contractor Works and Third-Party Works used and to be used in connection with the Services.

6. Malicious Code.

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

7. Third Party

Notwithstanding anything in this Agreement to the contrary, the Court shall have the right to perform or contract with a Third Party to perform any service within or outside the scope of the Services, including services to augment or supplement the Services or to interface with the IT Infrastructure of the Court. In the event the Court performs or contracts with a Third Party to perform any such service, Contractor shall cooperate in good faith with the Court and any such Third Party, to the extent reasonably required by the Court. As requested and approved in advance in writing the Court may reimburse Contractor for its actual out-of-pocket costs and personnel time based on a discounted rate table set forth in the applicable Statement of Work, in each case, in providing such assistance. Such cooperation shall include, without limitation, providing such information as a person with reasonable commercial skills and expertise would find reasonably necessary for the Court or a Third Party to perform its work relating to the Services.

END OF EXHIBIT A-2

EXHIBIT B – INSURANCE REQUIREMENTS**1. General Insurance Requirements.**

- 1.1** Contractor shall obtain, provide, and maintain at Contractor's expense the minimum insurance set forth in this Section with reputable insurer(s). All insurance companies must be rated as A-: VII or higher by the A.M. Best key rating guide and are authorized to do business in the State of California.
- 1.2** **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions that exceed \$100,000 per occurrence must be declared to, and approved by, the Court. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to the Court and shall be the sole responsibility of Contractor.

2. Minimum Scope and Limits of Coverage.

Contractor shall maintain the following minimum insurance in full force during the Term of the Agreement:

- 2.1** **Commercial General Liability Insurance.** Commercial General Liability Insurance provided on an occurrence form with limits of not less than \$1,000,000 per occurrence, and a \$2,000,000 annual aggregate. The policy must include coverage for liabilities arising out of premises and operation, independent contractors, products and completed operations, liability assumed under an insured contract, personal and advertising injury liability. This insurance shall apply separately to each insured against whom a claim is made, or lawsuit is brought subject to the insurance policy limit of liability.
- 2.2** **Worker's Compensation and Employer's Liability.** The policy is required only if Contractor has employees. It must include worker's compensation to meet minimum requirements of the State of California, and it must provide coverage for employer's liability bodily injury at minimum limits of \$1,000,000 per accident or disease.
- 2.3** **Automobile Liability.** If a vehicle is used in the performance of this Agreement, the policy must cover bodily injury and property damage liability and be applicable to all vehicles used in Contractor's performance of the Work under this Agreement whether owned, non-owned, leased, rented, or hired. The minimum liability limit must be \$1,000,000 per occurrence, combined single limit.
- 2.4** **Professional Liability (Errors and Omissions).** If this Agreement is for Consulting Services or other professional services, the policy must cover liability resulting from any act, errors or omissions committed or alleged to have been committed by the Contractor or any person or organization for whom the Contractor is responsible that arises out of professional services provided in the performance of the Work under this Agreement, at minimum limits of \$1,000,000 per claims made or per occurrence, and a \$1,000,000 annual aggregate.
- 2.5** **Excess/Umbrella Policies.** Contractor may satisfy basic coverage limits through any combination of primary insurance, excess liability insurance or umbrella liability insurance.

3. Claims Made Coverage.

If any required insurance is provided on a "claims made" form, Contractor shall maintain the coverage continuously throughout the Term, and, without lapse, for one (1) year beyond the termination or expiration of this Agreement and the Court's Acceptance of all Work provided under this Agreement. The retroactive date or "prior acts inclusion date" of any "claims made" policy must be no later than the date the Work commences under this Agreement.

4. Endorsements.

- 4.1** **Additional Insureds.** All policies, with the exception of Professional Liability Worker's Compensation, and personal Automobile Liability policies will be endorsed to name: The State of California, the Judicial Council of California and the Superior Court of California, County of Ventura and its elected and appointed officials, officers, agents and employees when acting in the scope of their appointment or employment shall be covered as additional insureds for liability arising out of activities performed by, or on behalf of, Contractor under the terms of the Agreement.

4.1.1. *Alternative for Automobile Liability.* The Additional Insured may be waived if the policy states

that anyone held liable for the conduct of an insured is also considered an insured.

- 4.2 Insurance Primary.** For any claims related to this Agreement, the insurance provided shall be primary and non-contributing insurance with respect to the State of California, the Judicial Council of California and the Superior Court of California, County of Ventura and its elected and appointed officials, officers, agents and employees, and non-contributory with any insurance or self-insurance maintained by the Court. Any insurance and/or self-insurance maintained by the State of California, the Judicial Council of California, the County of Ventura, and the Superior Court of California, County of Ventura and its elected and appointed officials, officers, agents and employees will not contribute with the insurance, or benefit Contractor in any way.
- 4.3 Waiver of Subrogation.** With the exception of any personal automobile liability policies, Contractor and its insurance carrier waive any and all rights of recovery or subrogation against the State of California, the Judicial Council of California, the County of Ventura, and the Superior Court of California, County of Ventura and its elected and appointed officials, officers, agents and employees when acting in the scope of their appointment or employment. This waiver will be reflected on the Certificate of Insurance provided by Contractor.
- 4.4 Separation of Insureds.** The commercial general liability policy, or, if maintained in addition to that policy, the excess liability or umbrella liability policy, applies separately to each insured against whom a claim is made, and/or a lawsuit is brought, except with respect to the limits of the insurer's liability.

5. Certificates of Insurance.

Prior to Contractor beginning any performance of the Work, Contractor shall provide the Court certificates of insurance satisfactory to the Court, attesting to the existence of coverage. If Contractor fails to provide Certificate(s) of Insurance within seven (7) calendar days of notification by the Court, this Agreement may be terminated. Any replacement certificates of insurance are subject to the approval of the Court, and, without prejudice to the Court, Contractor shall not perform Work prior to Court's approval of the certificates. Contractor must obtain and provide complete copies of each policy upon the Court's request. If at any time, the foregoing policies become unsatisfactory to the Court, as to form or substance, or if a company issuing any such policy becomes unsatisfactory to the Court, Contractor shall, upon written notice from the Court, promptly obtain a new policy, and submit the same to the Court, with the appropriate certificates and endorsements, for Court approval.

- 5.1** Certificate(s) of insurance and the applicable endorsements must be submitted to the Court at the following email address: insurance@ventura.courts.ca.gov

6. Consequences of Lapse; Failure to Maintain Insurance.

- 6.1 Notice of Non-Renewal or Reduction.** Contractor shall provide Court with thirty (30) business day's written notice of any non-renewal or reduction in coverage with respect to these policies. Such notice will be provided in accordance with Notice requirements set forth in the Agreement and must reference the relevant project, and Agreement number.
- 6.2 Consequences of Lapse.** If required insurance lapses during the Term, the Court is not required to process invoices after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapse date.
- 6.3 Failure to Maintain Insurance.** If Contractor fails to obtain the appropriate Waiver(s) of Recovery or Subrogation, Additional Insured status(es), or Certificates of Insurance from carrier, Contractor shall indemnify the State of California, the Judicial Council of California, the County of Ventura, and the Superior Court of California, County of Ventura and the Presiding Judge, its elected and appointed officials, officers, agents and employees from all costs and liability caused by Contractor's breach.

7. Partnerships.

If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either of the following methods:

- 7.1 Separate.** Separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or

7.2 Joint. Joint insurance program with the association, partnership, or other joint business venture included as a named insured.

8. Non-Limiting.

The insurance requirements described in this Agreement are not intended to, and shall not in any way limit or quantify the liabilities and obligations Contractor assumes pursuant to this Agreement.

END OF EXHIBIT B

EXHIBIT C: PAYMENT PROVISIONS**1. Contract Amount.**

The total amount the Court may pay to Contractor under this Agreement for performing all Work shall not in any event exceed the total specified on the cover sheet of this Agreement "Contract Amount" or exceed the total amount(s) authorized under each PCR or Amendment.

2. Compensation.

[To be inserted upon award]

3. Taxes.

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

4. Final Payment.

The following conditions must be fulfilled prior to final payment:

4.1 The Court must have accepted the Project as complete

4.2 Contractor shall have delivered to the Court all applicable written guarantees and warranties, including those of its subcontractors, if applicable;

4.3 The Contractor shall have delivered to the Court all applicable manuals;

4.4 The final payment shall be the amount of owed to Contractor, in accordance with this Agreement, less the following: (i) any amounts reasonably disputed by the Court; (ii) one hundred fifty percent (150%) of the Court's estimate of any amount necessary to complete any items which are still not complete; (iii) any amounts attributable to stop notices which the Court is required to withhold under California law (i.e. Civil Code Sections 3181 et. seq.).

4.5 Contractor shall bear, and the Court shall have no obligation to pay or reimburse Contractor for, any and all other fees, costs, profits, taxes or expenses of any nature which Contractor incurs.

4.6 Payment Does Not Imply Acceptance of Work. Court's payment will not relieve Contractor from its obligation to replace unsatisfactory Work, even if the unsatisfactory character of such Work may have been apparent or detected at the time such payment was made. Work, Data, or components that do not conform to requirements of this Agreement will be rejected, and will be replaced by Contractor, without delay or additional cost to Court.

4.7 Disallowance. If Contractor receives payment from Court for a service or reimbursement that is later disallowed or rejected by the Court, Contractor will promptly refund the disallowed amount to Court upon Court's request. At its option, Court may offset the amount disallowed from any payment due to Contractor, under this Agreement or any other Agreement.

5. Invoicing Requirements.**5.1 Invoice Procedures:**

5.1.1. After the Court has accepted Work, Contractor will send one (1) correct, itemized invoice for the accepted Work to Accounting Services at courtinovices@ventura.courts.ca.gov. Please reference Contractor Name, Invoice Number(s), Agreement Number, and Purchase Order Number on the Subject Line of the e-mail

5.1.2. Invoices are to be submitted in arrears for the services provided and within thirty (30) days of the accepted Work. Billing shall cover services not previously invoiced. Invoices must be received within thirty (30) calendar days of completed, approved, and accepted Work or Work Product.

5.1.3. Upon completion of the Work, it is the responsibility of the Contractor to obtain written Acceptance from the Court for each completed project.

5.2 Invoice Instructions:

Contractor will submit invoices on Contractor's standard letterhead. Contractor will include all back up documentation and receipts associated with each invoice. If requested, Contractor will promptly correct any inaccuracy and resubmit the invoice. Each invoice will include, at a minimum, the following:

1. Name and address of Contractor
2. Preferred remittance address, if different from the mailing address
3. Contractor's federal taxpayer's ID number
4. Agreement Number # _____
5. Purchase Order # _____
6. PCR #, if applicable _____
7. Unique invoice number
8. Invoice date (Contractor should date invoices as close as possible to the date of transmission)
9. Total invoiced amount
10. Description, quantity, unit of measure, unit price, and extended price of supplies delivered, or services performed
11. All other details the Court considers reasonably necessary to permit the Court to evaluate the Services performed and the Work Product delivered, e.g., Location where service performed, Date of service completion, Written approval of acceptance from the Court, Court Project Manager and billing period)
12. Invoices can be emailed to courtinvoices@ventura.courts.ca.gov or mailed to:
Ventura Superior Court
Fiscal Department
P.O. Box 6489
Ventura, CA 93006-6489

6. Payment.

- 6.1 The Court will endeavor to pay invoices within forty-five (45) days after receipt of a correct, itemized invoice. In no event shall the Court be liable for interest or late charges for any late payments.
- 6.2 The Court may withhold full or partial payment to the Contractor in any instance in which the Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

7. Release of Claims.

The acceptance by the Contractor of its final payment due under this Agreement shall be and shall operate as a release to the State Entities, County of Ventura, and the Court of all claims and all liability to the Contractor for everything done or furnished in connection with this Agreement (including every act and neglect of the Court), with the exception of any claims that are expressly identified by the Contractor as outstanding as of the date of Contractor's submission of Contractor's final application for payment. Contractor's failure to identify any such claims shall operate as a release of all claims.

8. Pricing / Rate Sheet/Bill Rate.

[To be inserted upon award]

END OF EXHIBIT C

EXHIBIT D: STATEMENT OF WORK

[To be inserted upon award]

END OF EXHIBIT D

EXHIBIT E-1: PROJECT CHANGE MANAGEMENT PROCESS**1. Overview.**

The Project Change Management Process is undertaken to ensure that each change proposed or requested is appropriately defined, evaluated and approved prior to implementation.

Change Management will be introduced to this project through the implementation of four (4) key steps:

- a. The submission and receipt of change requests;
- b. The review and logging of change requests;
- c. The approval of change requests; and,
- d. The implementation and closure of change requests.

2. Step-by-Step Change Management Process.

2.1 Identify and Submit Change Request. This step provides the ability for any member of either Party's Project Team to submit a request for a change to the project. The Change Requestor;

- A. Identifies a requirement for change to any aspect of the project (e.g. scope, deliverables, timeline and organization);
- B. Completes a Project Change Request Form ("PCR"), attached hereto as Exhibit E-2, and distributes the form to the other Party's Project Manager (the "Recipient"). The PCR summarizes the change(s):
 - a. Description;
 - b. Reasons;
 - c. Benefits;
 - d. Costs;
 - e. Impacts;
 - f. Any supporting documentation; and,
 - g. Approvals

2.2 Review Change Request. The Recipient reviews the PCR and determines whether additional information is required for the Project Team to assess the full impact of the change to the project time, scope and cost. The decision will be based on factors, such as:

- A. Number of change options presented;
- B. Feasibility and benefits of the change;
- C. Complexity and/or difficulty of the change options requested; and,
- D. Scale of the change solutions proposed.

The Recipient will record any findings in the "Note(s)" section of the PCR.

2.3 Approve Change Request. The Recipient will forward the PCR, with their findings in the Note(s) section, and any supporting documentation to the Project Team for review and discussion. The Project Team will determine the feasibility of this change by examining factors, such as:

- A. Risk to the project in implementing the change;
- B. Risk to the project in NOT implementing the change; and,
- C. Impact on the project in implementing the change (time, resources, finance, quality).

After review/discussion by the Project Team, the Project Manager may:

- A. Reject the change;
- B. Request more information related to the change;
- C. Approve the change as requested; or,
- D. Approve the change subject to specified conditions

2.4 Implement and Close Change Request. If the change is approved, the following will occur:

- A. An implementation date of the change will be identified;
- B. A test of the change will be scheduled and performed;

- C. The change will be implemented;
- D. The implementation of the change will be reviewed and deemed successful or corrective actions taken;
- E. The success of the change implementation will be communicated to all parties; and,
- F. The change request will be closed and logged

3. Change Management Roles.

3.1 Change Requestor. The Change Requestor initially recognizes a need for change to the project and formally communicates this requirement to the Project Manager. The Change Requestor is responsible for:

- A. Identifying the requirement to make a change to the project;
- B. Documenting the requirement by completing a PCR; and,
- C. Submitting the PCR to the Project Manager for review

3.2 Project Manager. The Project Manager receives, logs, monitors and controls the progress of all changes within a project. The Project Manager is responsible for:

- A. Receiving all PCRs and logging them;
- B. Categorizing and prioritizing all PCR;
- C. Reviewing all PCRs to determine whether additional information is required;
- D. Forwarding the PCR to the Project Team for review/discussion;
- E. Escalating all PCR issues and risks, as needed; and,
- F. Close the Change Request and log when completed

3.3 Project Team. The Project Team schedules and implements all changes. This group is responsible for:

- A. Scheduling all changes (within the parameters provided by the Project Manager and approved via the PCR);
- B. Testing all changes, prior to implementation;
- C. Implementing all changes within the project; and,
- D. Reviewing the success of a change, following implementation

4. Change Management Documents.

The following documentation is used to monitor and/or control changes to the project:

4.1 Project Change Request Form. The Project Change Request Form ("PCR"), attached hereto as Exhibit E-2, is used to identify, describe, submit and approve a proposed change to the project.

4.2 Change Log. The Change Log is the log where all requests for changes are registered and tracked through to resolution. The Change Log is not included in this Agreement and should be created and managed by the Project Manager, granting access to Court personnel as needed.

END OF EXHIBIT E-1

EXHIBIT E-2: PROJECT CHANGE REQUEST FORM

Project Name:	Click or tap here to enter text.	Change Reference Name:	Click or tap here to enter text.
Agreement No.:	Click or tap here to enter text.	Change No.:	Click or tap here to enter text.
Requested by:	<input type="checkbox"/> Court	<input type="checkbox"/> Contractor	Date of Request:
Presented by:	Click or tap here to enter text.		Presented to:
Click or tap here to enter text.			

Description of Change:
Click or tap here to enter text.
Reason for Change:
Click or tap here to enter text.
Effect on Deliverables (including a list of any affected deliverables):
Click or tap here to enter text.
Effect on Schedule (including Estimated Completion Date for this change):
Click or tap here to enter text.
Effect on Project Cost:
Click or tap here to enter text.
Effect of NOT Approving this Change:
Click or tap here to enter text.

This PCR is between the Contractor and the Court and is issued pursuant to the terms of the Agreement between the Court and Contractor. By its execution hereof, Contractor agrees to perform for Court, pursuant to the terms, conditions, and provisions of the Agreement and shall furnish all supervision, labor, materials, equipment, tools, transportation, methods of communication, miscellaneous services, and other facilities and items necessary or convenient to complete the Work as further described and specified in Contractor’s Proposal attached hereto and incorporated herein by this reference. Contractor’s additional or different terms and conditions are expressly excluded from this Agreement and the Court does not agree to such terms or conditions. The undersigned shall be solely responsible for the liabilities and obligations set forth in the Agreement under which this PCR is being issued, as the same apply to the Work to be performed pursuant hereto.

Contractor Project Manager:			
Name:	Click or tap here to enter text.	Title:	Click or tap here to enter text.
Note(s):			
Click or tap here to enter text.			
Signature:		Date:	Click or tap here to enter text.

Court Project Manager:			
Name:	Click or tap here to enter text.	Title:	Click or tap here to enter text.
<input type="checkbox"/> Approved <input type="checkbox"/> Rejected			
Note(s):			
Click or tap here to enter text.			
Reason for Rejection (if applicable):			
Click or tap here to enter text.			

END OF EXHIBIT E-2

**EXHIBIT F
DARFUR CONTRACTING ACT CERTIFICATION**

Pursuant to Public Contract Code (PCC) section 10478, if a bidder currently or within the previous three years has had business activities or other operations outside of the United States, it must either (i) certify that it is not a “scrutinized company” as defined in PCC 10476, or (ii) receive written permission from the JBE to submit a bid.

To submit a bid to the JBE, the bidder must insert its company name and Federal ID Number below and complete **ONLY ONE** of the following three paragraphs. To complete paragraph 1 or 2, simply check the corresponding box. To complete paragraph 3, check the corresponding box **and** complete the certification for paragraph 3.

<i>Company Name (Printed)</i>	<i>Federal ID Number</i>
<i>Printed Name and Title of Person Checking Box (for paragraph 1 or 2 below)</i>	

1. We do not currently have, and we have not had within the previous three years, business activities or other operations outside of the United States.

OR

2. We are a “scrutinized company” as defined in PCC 10476, but we have received written permission from the JBE to submit a bid pursuant to PCC 10477(b). *A copy of the written permission from the JBE is included with our bid.*

OR

3. We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we **certify below** that we are not a “scrutinized company” as defined in PCC 10476.

CERTIFICATION FOR PARAGRAPH 3:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder to the clause in paragraph 3. This certification is made under the laws of the State of California.

<i>Company Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of _____ in the State of _____</i>

EXHIBIT G

IRAN CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of \$1,000,000 or more.

To submit a bid to the JBE, you must complete **ONLY ONE** of the following two paragraphs. To complete paragraph 1, check the corresponding box **and** complete the certification for paragraph 1. To complete paragraph 2, simply check the corresponding box.

- 1. We are not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to PCC 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 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 current list of persons engaged in investment activities in Iran created by DGS.

OR

- 2. We have received written permission from the JBE to submit a bid pursuant to PCC 2203(c) or (d). *A copy of the written permission from the JBE is included with our bid.*

CERTIFICATION FOR PARAGRAPH 1:

I, the official named below certify that I am duly authorized to legally bind the bidder to the clause in paragraph 1. This certification is made under the laws of the State of California.

<i>Company Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of _____ in the State of _____</i>

EXHIBIT H

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

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

CERTIFICATIONS:

1. We are in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code);
2. We are in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of the Title 2 of the Government Code); **and**
3. We do not have any policy against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, that is used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

The certifications made in this document are made under penalty of perjury under the laws of the State of California. I, the official named below, certify that I am duly authorized to legally bind the proposer/bidder/vendor to certifications made in this document.

<i>Company Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of _____ in the State of _____</i>

**EXHIBIT I
ACCEPTANCE AND SIGNOFF FORM**

Description of Services or Deliverables provided by Contractor:

Date submitted to the JBE: _____

The Services or Deliverables are:

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

2) Complete: yes no. If no, please identify incomplete aspects of the Services or Deliverables.

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

Please note level of satisfaction:

Poor Fair Good Very Good Excellent

Comments, if any:

The Services or Deliverables listed above are accepted.

The Services or Deliverables listed above are rejected.

Name: _____

Title: _____

Name of JBE: _____

Date: _____

END OF EXHIBIT F