

ATTACHMENT 2 - CONTRACT TERMS
EXHIBIT B - PAYMENT PROVISIONS

1. CONTRACT AMOUNT

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

2. PAYMENT FOR CONTRACT WORK

- A. For performing the Work of this Agreement under the **First Term**, as set forth in *Exhibit C - Work to be Performed*, the State shall compensate the Contractor for the completion and Acceptance of each Deliverable, at the firm fixed price set forth in Table 1, below, inclusive of all costs, benefits, expenses, fees, overhead, and profits payable to the Contractor for services rendered to the State.

Table 1: First Term Due Dates and Firm Fixed Price per Completed Deliverable

No.	Due Date	Firm Fixed Price per Completed Deliverable
1	TBD	TBD
2	TBD	TBD
3	TBD	TBD
4	TBD	TBD
5	TBD	TBD
6	TBD	TBD
7	TBD	TBD
8	TBD	TBD
9	TBD	TBD

- B. The total amount the State may pay the Contractor for the **First Term**, pursuant to this provision, shall not exceed \$TBD.

- C. For performing the Work of this Agreement under the **Second Term**, as set forth in *Exhibit C - Work to be Performed*, the State shall compensate the Contractor for the completion and Acceptance of each Deliverable, at the firm fixed price set forth in Table 2, below, inclusive of all costs, benefits, expenses, fees, overhead, and profits payable to the Contractor for services rendered to the State.

Table 2: Second Term Due Dates and Firm Fixed Price per Completed Deliverable

No.	Due Date	Firm Fixed Price per Completed Deliverable
10	TBD	TBD
11	TBD	TBD
12	TBD	TBD
13	TBD	TBD
14	TBD	TBD
15	TBD	TBD
16	TBD	TBD
17	TBD	TBD
18	TBD	TBD
19	TBD	TBD
20	TBD	TBD
21	TBD	TBD

- D. The total amount the State may pay the Contractor for the **Second Term**, pursuant to this provision, shall not exceed **\$TBD**.

3. TAXES

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

4. METHOD OF PAYMENT

- A. Upon completion of the Work, as set forth in *Exhibit C, Work to be Performed*, the Contractor shall submit an invoice for Work provided. In no event shall the Contractor bill the State more often than once a month. After receipt of invoice, the State will either approve the invoice for payment or give the Contractor specific written reasons why part or all of the payment is being withheld and what remedial actions the Contractor must take to

receive the withheld amount.

- B. The State will make payment in arrears after receipt of the Contractor's properly completed invoice. Invoices shall clearly indicate the following:
- i. The Contract number;
 - ii. A unique invoice number;
 - iii. The Contractor's name and address;
 - iv. The taxpayer identification (federal tax identification number);
 - v. A description of the completed Work, including a description of the services rendered, Task(s) performed, and/or Deliverable(s) made, as appropriate;
 - vi. The dates worked;
 - vii. The appropriate contractual charge(s) as set forth in this Exhibit; and
 - viii. A preferred remittance address, if different from the mailing address.
- C. The Contractor shall submit one (1) original and two (2) copies of invoices to:
- Judicial Council of California
Administrative Office of the Courts
Finance Division, Accounts Payable
455 Golden Gate Avenue
San Francisco, CA 94102-3688
- D. Please note that invoices or vouchers not on printed bill heads shall be signed by the Contractor or the person furnishing the supplies or services.

5. PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK

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

END OF EXHIBIT B