



**ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS**

1. In this agreement (the “Agreement”), the term “Contractor” refers to TBD, and the term “Judicial Council” refers to the Judicial Council of California.
2. This Agreement becomes effective as of TBD (the “Effective Date”) and expires on TBD.
3. The title of this Agreement is: TBD.

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

4. The maximum amount that the Judicial Council may pay Contractor under this Agreement is \$TBD.
5. The parties agree to the terms and conditions of this Agreement and acknowledge that this Agreement (made up of this coversheet, the following exhibits, and any attachments) contains the parties’ entire understanding related to the subject matter of this Agreement. Any conflict among or between the documents making up this Agreement will be resolved in accordance with the following order of precedence (in descending order of precedence).

- Exhibit A – General Terms and Conditions
- Exhibit B – Pricing and Payment
- Exhibit C – Statement of Work
- Exhibit D – Licensed Software
- Exhibit E – Maintenance and Support Services
- Exhibit F – Service Level Requirements
- Exhibit G – Remote Hosting Requirements
- Exhibit H – Business and Functional Requirements
- Exhibit I – Legacy Variables
- Exhibit J – Testing Requirements
- Exhibit K - Configuration Requirements
- Exhibit L – Acceptance and Sign off Form
- Exhibit M – DVBE Post Contract Certification Form
- Exhibit N – Small Business Post Contract Form

JUDICIAL COUNCIL’S SIGNATURE	CONTRACTOR’S SIGNATURE
Judicial Council of California	CONTRACTOR’S NAME (if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.) TBD
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING Stephen Saddler, Manager, Business Services	PRINTED NAME AND TITLE OF PERSON SIGNING
DATE EXECUTED	DATE EXECUTED

ADDRESS
Attn: Finance, Business Services Unit
455 Golden Gate Avenue
San Francisco, CA 94102

ADDRESS
Attn: TBD



ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

TABLE OF CONTENTS

EXHIBIT A, GENERAL TERMS AND CONDITIONS1

Definitions.....1

Services And Software.....6

Judicial Council's Obligation Subject to Availability of Funds.....6

Stop Work Orders7

Changes and Amendments.....8

Third Party or Judicial Council Services.8

Data and Security.....8

Project Staff.....9

Conduct of Project Staff.....10

Licenses and Approvals.11

Progress Reports.11

Delivery, Acceptance, And Payment.....11

Representations and Warranties.....12

Intellectual Property.....15

Confidentiality16

Indemnification17

Insurance Requirements.....18

Term And Termination19

Rights and Remedies of the Judicial Council.20

Termination Assistance.....21

Survival21

Special Provisions21

Disabled Veteran Business Enterprise (“DVBE”).....23

Small Business Preference Contract Clause24

General.....24

EXHIBIT B, PRICING AND PAYMENT.....1

Fees1

Compensation For Contract Work.....1

Compensation For Allowable Expenses2

Direct Expenses.....3

Required Certification.....3

Taxes3

Method of Payment.....3

Disallowance.....4

Payment Does Not Imply Acceptance of Work.....4

Final Invoicing.....5

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

EXHIBIT C, STATEMENT OF WORK.....1
Description Of Services And Deliverables1
Schedule, Deliverables And Date(S) Of Delivery1
Contractor’s Responsibilities1
Contractor Personnel.....2
Supplemental Provisions.....2

EXHIBIT D, LICENSED SOFTWARE1
Description Of The Licensed Software.....1
Specifications Of Software1
Escrow.....1

EXHIBIT E, MAINTENANCE AND SUPPORT SERVICES.....1
Definitions.....1
Maintenance2
Support.....2

EXHIBIT F, SERVICE LEVEL REQUIREMENTS.....1
Severity Levels.....1
Escalation Procedure.....2
Uptime.....3

EXHIBIT G, REMOTE HOSTING REQUIREMENTS1
Hosting Vendors1
Judicial Council’s Project Manager’s Role.....4

EXHIBIT H, BUSINESS AND FUNCTIONAL REQUIREMENTS.....1

EXHIBIT I, LEGACY VARIABLES, REPORTS AND SCREENS.....1

EXHIBIT J, TESTING REQUIREMENTS.....1

EXHIBIT K, CONFIGURATION REQUIREMENTS.....1

EXHIBIT L, ACCEPTANCE AND SIGN OFF FORM1

EXHIBIT M, DVBE POST-CONTRACT CERTIFICATION FORM.....1

EXHIBIT N, SMALL BUSINESS POST CONTRACT FORM.....1

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

EXHIBIT A
GENERAL TERMS AND CONDITIONS

3. Definitions

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

- A. “Acceptance” is defined in this Exhibit, Section 14 (b)
- B. “Applicable Law” means any applicable laws, codes, legislative acts, regulations, ordinances, rules, rules of court, and orders.
- C. “Amendment” means a written document issued by the Judicial Council and signed by the Contractor which alters the Contract Documents and identifies the following: (i) a change in the Work; (ii) a change in Contract Amount; (iii) a change in time allotted for performance; and/or (iv) an adjustment to the Agreement terms.
- D. “Business Day” means any day other than Saturday, Sunday or a scheduled Judicial Council holiday.
- E. “Claims” means claims, suits, 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.
- F. “Confidential Information” means: trade secrets, financial, statistical, personnel, technical, and other Judicial Council Data and information relating to the Judicial Council’s business or the business of its constituents. Confidential Information does not include (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information that is independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.
- G. “Contract” or “Contract Documents” mean(s) the entire integrated agreement between the Judicial Council and the Contractor, as attached to and incorporated by a fully executed Standard Agreement Coversheet form. The terms “Contract” or “Contract Documents” may be used interchangeably with the term “Agreement.”
- H. “Contract Amount” means the total amount encumbered under this Agreement for any payment by the Judicial Council to the Contractor in accordance with the Contract Documents.

RFP Title: Event Management Solution for Judicial Resources & Technical Assistance Attorneys
RFP No.: CFCC-14-01-RB

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

- I. “Contractor” means the individual, association, partnership, firm, company, consultant, corporation, subsidiaries, affiliates, or combination thereof, including joint ventures, contracting with the Judicial Council to perform the Services and the other obligations under this Agreement. The Contractor is one of the parties to this Agreement. “Contractor Key Personnel” means the Contractor Project Manager and those Project Staff members identified as “Key Personnel” as set forth in a Statement of Work.
- J. “Contractor Key Personnel” means the Contractor Project Manager and those Project Staff members identified as “Key Personnel” as set forth in a Statement of Work.
- K. “Contractor Project Manager” means the employee identified in Attachment6 - Professional Services Costs as the Contractor project manager, solely responsible for the managing and coordinating the performance of the project.
- L. “Contractor Service Location(s)” means any location except any Judicial Council Service Location(s).
- M. “Contractor Works” means 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 Judicial Council Works or Confidential Information.
- N. “Data Safeguards” means industry-standard safeguards against the destruction, loss, misuse, unauthorized disclosure, or alteration of the Judicial Council Data or Confidential Information, its users, documents, transactions occur over secure internet protocols (https) and such other related safeguards that are set forth in Applicable Laws, Statement of Work, or pursuant to Judicial Council policies or procedures.
- O. “Default” means if any of the following occurs: (i) Contractor breaches any of Contractor’s obligations under this Agreement, and this breach is not cured within ten (10) days following notice of breach or is not capable of being cured within this cure period; (ii) 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; (iii) Contractor makes or has made under this Agreement any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading; or (iv) any act, condition, or item required to be fulfilled or performed by Contractor to (x) enable Contractor lawfully to enter into or perform its obligations under this Agreement, (y) ensure that these obligations are legal, valid, and binding, or (z) make this Agreement admissible when required is not fulfilled or performed.
- P. “Defect” means any failure of any Deliverable or Service to conform to and perform in accordance with the requirements of this Agreement and all applicable Specifications and Documentation.

RFP Title: Event Management Solution for Judicial Resources & Technical Assistance Attorneys
RFP No.: CFCC-14-01-RB

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

- Q. “Deliverables” means any Developed Works, Contractor Works and Third Party Works, or any combination thereof (including those identified as “Deliverables” in a Statement of Work, together with all Upgrades thereto), as well as any other items provided pursuant to the Services, and the Licensed Software. A Deliverable is structured per end product.
- R. “Developed Works” means Works created, made, or developed by Contractor or Subcontractors, either solely or jointly with the Judicial Branch Entities or Judicial Council or its Contractors, 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-process, 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.
- S. “Documentation” means 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.
- T. “Event Management Solution” or “application / solution” means, collectively, the Services and Licensed Software provided by Contractor.
- U. “Intellectual Property Rights” means 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 authorship, 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.
- V. “IT Infrastructure” refers to the composite hardware, software, network resources and services required for the existence, operation and management of the Judicial Council’s IT environment..
- W. “Judicial Council Contractors” mean the agents; subcontractors and other representatives contracted with the Judicial Council and Subcontractors.
- X. “Judicial Branch Entity” or “JBE” means any one of the 58 Superior Courts of California, the California Courts of Appeal, including the Supreme Court of California, the Habeas Corpus Resource Center and the Judicial Council (all “Judicial Branch Entities”)
- Y. “Judicial Council Data” mean all data and information of the Judicial Council, Judicial Branch Entities or their contractors disclosed to or accessed by Contractor or its subcontractors, including all such data and information relating to the Judicial Council and their respective contractors, agents, employees, technology, operations, facilities, markets, products, capacities, systems, procedures, security practices, court records, court

RFP Title: Event Management Solution for Judicial Resources & Technical Assistance Attorneys
RFP No.: CFCC-14-01-RB

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

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.

- Z. “JBE Project Manager” or “Judicial Council Project Manager” means the individual appointed by the Judicial Council to communicate directly with the Contractor Project Manager.
- AA. “Judicial Council Service Locations” means any Judicial Council facility at which Contractor performs Services, including Judicial Council of California Service Locations: San Francisco Office: 455 Golden Gate Avenue, San Francisco, CA 94102, Sacramento Office: 2860 Gateway Oaks Drive, Suite 400, Sacramento, CA 95833, and Burbank Office: 2255 North Ontario Street, Suite 220, Burbank, CA 91504).
- BB. “JBE Works” and “Judicial Council Works” mean Works owned, licensed, made, conceived, or reduced to practice by a JBE or a Judicial Council 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.
- CC. “Judicial Branch Personnel” or “JBE Personnel” means members, justices, judges, judicial officers, subordinate judicial officers, employees, and agents of a Judicial Branch Entity.
- DD. “Legacy database” means a Judicial Council relational database used to track and record site visits / event information.
- EE. “Licensed Software” means the software set forth in Exhibit D, including Source Code and object code versions of such software, in whatever form or media, together with all Upgrades and Documentation thereto.
- FF. “Malicious Code” means 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 Judicial Branch Entities’ 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.
- GG. “Maintenance and Support Services” means the services provided by Contractor under Exhibit E.
- HH. “Parties” means the Judicial Council and Contractor, collectively.
- II. “Party” means either the Judicial Council or Contractor, as the case may be.

RFP Title: Event Management Solution for Judicial Resources & Technical Assistance Attorneys
RFP No.: CFCC-14-01-RB

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

- JJ. "Project Staff" means the personnel of Contractor and Subcontractors who provide the Services or Licensed Software.
- KK. "Services" means, collectively, the services provided under this Agreement, including those services and Deliverables set forth in a Statement of Work, Maintenance and Support Services, and any incidental services or responsibilities that are reasonable and customary in the industry and not specifically described in this Agreement (or the Statement of Work), but which are required for the performance and delivery of these services.
- LL. "Source Code" means 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.
- MM. "Specifications" means with respect to each Deliverable or Service, the detailed statements and documents setting out the functionality and requirements for each component of the Deliverable or Service.
- NN. "Standard Agreement Coversheet" refers to the form used by the Judicial Council to enter into agreements with other parties.
- OO. "Standard Amendment Coversheet" refers to the form used by the Judicial Council to amend agreements with other parties.
- PP. "Standard Reports" means reports currently existing within the legacy database and has already built within.
- QQ. "Statement of Work" means Services and/or Deliverables to be provided pursuant to and governed under the terms of this Agreement
- RR. "Subcontractor" means the agents, subcontractors and other representatives of Contractor performing Services hereunder who are not employees of Contractor.
- SS. "Term" means the term of this Agreement.
- TT. "Termination Assistance Period" means the period commencing upon the expiration or termination of this Agreement and expiring six (6) months thereafter, as such period may be extended by the Parties.
- UU. "Third Party" means any person or entity other than the Judicial Council or Contractor.
- VV. "Third Party Works" means Works that are licensed or obtained by Contractor from a Third Party.
- WW. "To Be Determined" or "TBD" is the item that is not yet identified. Any and all "To Be Determined" items set forth herein, shall be determined prior to award or by mutual

RFP Title: Event Management Solution for Judicial Resources & Technical Assistance Attorneys
RFP No.: CFCC-14-01-RB

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

agreement between the Contractor and the Judicial Council and incorporated into the Agreement via Amendment(s).

- XX. “Upgrades” means all new versions and releases of, and bug fixes, error corrections, Workarounds, updates, upgrades, modifications, and patches for, the Event Management Solution, Licensed Software, Deliverables, and Documentation.
- YY. “Web-based portal” means the web page where the Event Management Solution is accessed by any computer through the internet
- ZZ. “Works” means all inventions (whether patentable or not), discoveries, literary works and other works of authorship (including software), designations, designs, know-how, technology, tools, ideas and information.

4. Services And Software

- A. Performance of Services. Contractor shall perform the Services described in this Agreement, the Statement of Work, and the Specifications. Except as set forth in the Statement of Work, Contractor is responsible for providing all facilities, materials and resources (including personnel, equipment and software) necessary and appropriate for delivery of the Services and to meet Contractor's obligations under this Agreement.
- B. Software License. Contractor grants to Judicial Council an irrevocable, worldwide, non-exclusive license to: (i) install and use Licensed Software; and (ii) make a reasonable number of copies of the Licensed Software for archival and/or backup purposes, or to the extent reasonably necessary to enable access to and use of the Licensed Software. The Judicial Council’s rights hereunder shall extend to permit the installation, use and copying of the Licensed Software, or portions thereof, to the extent reasonably necessary to enable access to and use of the Licensed Software by: (a) any law enforcement, judicial or other governmental agency for purposes reasonably related to the administration of the courts of the State of California, (b) any court user or party needing the Licensed Software for the purpose of connecting to, making use of (such as lawyers, litigants, parties and the general public) or supporting the operations of the courts of the State of California, (c) an unlimited number of dependency attorneys and related personnel; or (d) Judicial Council Contractors, but only in connection with their provision of services to Judicial Council. The foregoing use and access may be directly enabled or web enabled via Internet or intranet or enabled via any other communication facility.

5. Judicial Council's Obligation Subject to Availability of Funds

- A. The Judicial Council's obligation under this Agreement is subject to the availability of authorized funds. The Judicial Council may terminate the Agreement or any part of the Contract Work, without prejudice to any right or remedy of the Judicial Council, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Agreement, or in any Amendment

RFP Title: Event Management Solution for Judicial Resources & Technical Assistance Attorneys
RFP No.: CFCC-14-01-RB

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

hereto, the Judicial Council may terminate this Agreement in whole or in part, upon written Notice to the Contractor. Such termination shall be in addition to the Judicial Council's rights to terminate for convenience or default.

- B. Payment shall not exceed the amount allowable for appropriation by Legislature. If the Agreement is terminated for non-appropriation:
 - i. The Judicial Council will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and
 - ii. The Contractor shall be released from any obligation to provide further services pursuant to the Agreement as are affected by the termination.
- C. Funding for this Agreement beyond the current appropriation year is conditional upon appropriation by the Legislature of sufficient funds to support the activities described in this Agreement. Should such an appropriation not be approved, the Agreement may terminate at the close of the current appropriation year. The appropriation year ends on June 30 of each year.

6. Stop Work Orders

- A. Effect. The Judicial Council may, at any time, by written stop work order to Contractor, require Contractor to stop all, or any part, of the Services or other work called for by this Agreement for a period of up to ninety (90) days after the stop work order is delivered to Contractor, and for any further period to which the Parties may agree. Upon receipt of a stop work order, Contractor shall promptly comply with the terms of the stop work order and take all reasonable steps to end the incurrence of any costs, expenses or liabilities allocable to the Services or other work covered by the stop work order during the period of work stoppage. Within ninety (90) days after a stop work order is delivered to Contractor, or within any extension of that period mutually agreed to by the Parties, the Judicial Council shall either: (i) cancel the stop work order; or (ii) terminate the work covered by the stop work order.
- B. Expiration or Cancellation. If a stop work order is canceled by the Judicial Council or the period of the stop work order or any extension thereof expires, Contractor shall promptly resume the Services or other work covered by such stop work order. The Judicial Council shall make an equitable adjustment in the delivery schedule, and the applicable Statement of Work shall be modified, in writing, accordingly, if: (i) the stop work order directly and proximately results in an increase in the time required for the performance of any part of the Statement of Work; and (ii) Contractor asserts its right to such equitable adjustment within thirty (30) days after the end of the period of work stoppage.

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

7. Changes and Amendments.

Changes or Amendments to any component of the Contract Documents can be made only with prior written approval from the Judicial Council Project Manager. Requests for changes or Amendments must be submitted in writing and must be accompanied by a narrative description of the proposed change and the reasons for the change. Additional funds may not be encumbered under the Agreement due to an act of Force Majeure, although the performance period of the Agreement may be amended due to an act of Force Majeure. After the Judicial Council Project Manager reviews the request, a written decision shall be provided to the Contractor. Amendments to the Agreement shall be authorized via bilateral execution of a Standard Amendment Coversheet.

8. Third Party or Judicial Council Services.

Notwithstanding anything in this Agreement to the contrary, the Judicial Council 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 Judicial Branch Entities or Judicial Council Contractors. In the event the Judicial Council performs or contracts with a Third Party to perform any such service, Contractor shall cooperate in good faith with the Judicial Council Contractors and any such Third Party, to the extent reasonably required by the Judicial Council, and the Judicial Council shall reimburse Contractor for its actual out-of-pocket costs. Such cooperation shall include, without limitation, providing such information as a person with reasonable commercial skills and expertise would find reasonably necessary for the Judicial Council or a Third Party to perform its work relating to the Services.

9. Data and Security.

- A. Safety and Security Procedures. Contractor shall maintain and enforce, at the Contractor Service Locations, industry-standard safety and physical security policies and Procedures. While at each Judicial Council Service Location, Contractor shall comply with the safety and security policies and procedures currently in effect at such Judicial Council Service Location.
- B. Data Security. Contractor shall comply with the Data Safeguards. Contractor personnel and Subcontractors shall not attempt to access, and shall not allow access to the Judicial Council Data and other Confidential Information that is not required for the performance of the Services by such personnel or Subcontractors. In the event Contractor or a Subcontractor discovers or is notified of a breach or potential breach of security relating to the Judicial Council Data or other Confidential Information, Contractor shall promptly, at its own expense: (i) notify the Judicial Council Project Manager of such breach or potential breach; and (ii) if the applicable Judicial Council Data or other Confidential Information was in the possession of Contractor or Subcontractors at the time of such breach or potential breach, Contractor shall (1) investigate and cure the breach or potential breach and (2) take measures satisfactory to the Judicial Council to prevent such breach or potential breach from recurring.

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

- C. Security Assessments. At least once a year, or upon the Judicial Council'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 or any Statement of Work. Contractor shall provide to the Judicial Council the results, including any findings and recommendations made by Contractor's assessors, of such assessment, and, at its expense, take any corrective actions. The Judicial Council and Judicial Council Contractors may, at the Judicial Council's expense, perform the assessments described in this Section and "snap" assessments (e.g., safety and data/physical security assessments) of the Judicial Council Service Locations.

10. Project Staff.

- A. Contractor Project Manager. The Contractor Project Manager shall serve, from the Effective Date, as the Contractor project manager and primary Contractor representative under this Agreement. The Contractor Project Manager shall (i) have overall responsibility for managing and coordinating the performance of Contractor's obligations under this Agreement, including the performance of all Subcontractors; and (ii) be authorized to act for and bind Contractor and Subcontractors in connection with all aspects of this Agreement. The Contractor Project Manager shall respond promptly and fully to all inquiries from the Judicial Council Project Manager.
- B. Contractor Key Personnel. The Judicial Council reserves the right to interview and approve proposed Contractor Key Personnel prior to their assignment with the Judicial Council. All contractors' staff and support staff must reside within the United States. Contractor shall not replace or reassign any Contractor Key Personnel unless the Judicial Council consents in advance in writing or such Contractor Key Personnel (i) voluntarily resigns or takes a leave of absence from Contractor, (ii) has his/her employment, professional or other for-hire relationship terminated by Contractor, (iii) fails to perform his or her duties and responsibilities pursuant to this Agreement, or (iv) dies or is unable to work due to his or her disability. If Contractor needs to replace a Contractor Key Personnel for any of the foregoing reasons, Contractor shall (1) notify the Judicial Council promptly, (2) provide resumes for proposed replacement Contractor Key Personnel within two (2) Business Days after so notifying the Judicial Council, and (3) be responsible for all costs and expenses associated with any replacement of any Contractor Key Personnel member (including, without limitation, any costs and expenses associated with training, project orientation or knowledge transfer reasonably required for replacement personnel to provide the applicable Services).
- C. Subcontractors. Contractor shall not subcontract or delegate any of the obligations under this Agreement except as approved by the Judicial Council in writing in advance. The Judicial Council may withdraw its approval of a subcontractor if the Judicial Council determines in good faith that the subcontractor is, or will be, unable to effectively perform its responsibilities. If the Judicial Council rejects any proposed subcontractor in writing, Contractor will assume the proposed subcontractor's responsibilities. No subcontracting shall release Contractor from its responsibility for performance of its obligations under this

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

Agreement. Contractor shall remain fully responsible for the performance of Subcontractors hereunder, including, without limitation, all work and activities of Subcontractors providing services to Contractor in connection with the Services. Contractor shall be the sole point of contact with Subcontractors under this Agreement, and Contractor shall be solely responsible for Subcontractors, including, without limitation, payment of any and all charges resulting from any subcontract. The Judicial Council's consent to any subcontracting or delegation of Contractor's obligations will take effect only if there is a written agreement with the Subcontractor, stating that the Contractor and Subcontractor: (i) are jointly and severally liable to the Judicial Council for performing the duties in this Agreement; (ii) affirm the rights granted in this Agreement to the Judicial Council; (iii) make the representations and warranties made by the Contractor in this Agreement; (iv) appoint the Judicial Council an intended third party beneficiary under Contractor's written agreement with the Subcontractor; and (v) shall comply with and be subject to the terms of this Agreement, including with respect to Intellectual Property Rights, Confidential Information and Data Safeguards.

- D. Project Staff. Contractor shall appoint to the Project Staff: (i) individuals with suitable training and skills to perform the Services, and (ii) sufficient staffing to adequately provide the Services. Contractor shall make commercially reasonable efforts consistent with sound business practices to honor the specific request of the Judicial Council with regard to assignment of its employees. The Judicial Council may require Contractor to remove any personnel from the Project Staff that interact with any personnel of the Judicial Council or Judicial Council Contractors (including, without limitation, the Contractor Project Manager) upon providing to Contractor a reason (permitted by law) for such removal. Contractor may, with the Judicial Council's consent, continue to retain such member of the Project Staff in a role that does not interact with any personnel of the Judicial Branch Entities or Judicial Council Contractors. The Contractor Project Manager and the Judicial Council Project Manager shall work together to mitigate any impact on the schedule as set forth in a Statement of Work caused by any replacement of a Project Staff member. Contractor shall be responsible for all costs and expenses associated with any Project Staff replacement. Contractor shall assure an orderly and prompt succession for any Project Staff member who is replaced. If the Contract Amount is over \$200,000.00 (excluding Consulting Services), then Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.

11. Conduct of Project Staff.

- A. While at Judicial Council Service Locations, Contractor shall, and shall cause Subcontractors to: (1) comply with the requests, standard rules and regulations and policies and procedures of the Judicial Council regarding safety and health, security, personal and professional conduct generally applicable to such Judicial Council Service Locations, and (2) otherwise conduct themselves in a businesslike manner.

RFP Title: Event Management Solution for Judicial Resources & Technical Assistance Attorneys
RFP No.: CFCC-14-01-RB

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

- B. Contractor shall enter into an agreement with each of the members of the Project Staff, which assigns, transfers and conveys to Contractor all of such Project Staff member's right, title and interest in and to any Developed Works, including all Intellectual Property Rights in and to Developed Works.
- C. Contractor shall cooperate with the Judicial Council if the Judicial Council wishes to perform any background checks on Contractor's employees or contractors by obtaining, at no additional cost, all releases, waivers, and permissions the Judicial Council may require. Contractor shall not assign personnel who refuse to undergo a background check. Contractor shall provide prompt notice to the Judicial Council of (i) any person who refuses to undergo a background check, and (ii) the results of any background check requested by the Judicial Council and performed by Contractor. Contractor shall remove from the Project Staff any person refusing to undergo such background checks and any other person whose background check results are unacceptable to Contractor or that, after disclosure to the Judicial Council, the Judicial Council advises are unacceptable to the Judicial Council or the Judicial Branch Entities.

12. Licenses and Approvals.

Contractor shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by Applicable Laws for the performance of the Services. Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations, and for any fines and penalties arising from its noncompliance with any Applicable Law.

13. Progress Reports.

As directed by the Judicial Council, Contractor must deliver progress reports or meet with Judicial Council personnel on a regular basis to allow: (i) the Judicial Council to determine whether the Contractor is on the right track and the project is on schedule, (ii) communication of interim findings, and (iii) opportunities for airing difficulties or special problems encountered so that remedies can be developed quickly.

14. Delivery, Acceptance, And Payment

- A. Delivery. Contractor shall deliver to the Judicial Council the Deliverables in accordance with this Agreement, including the Statement of Work.
- B. Acceptance. All Services and Deliverables are subject to written acceptance by the Judicial Council. The Judicial Council may reject any Services or Deliverables that: (i) fail to meet applicable requirements, Specifications, or acceptance criteria, (ii) are not as warranted, (iii) are performed or delivered late, or not provided in accordance with this Agreement; or (iv) contain Defects. Payment does not imply acceptance of Contractor's invoice, Services or Deliverables. If the Judicial Council provides Contractor a notice of rejection for any Deliverable or Service, Contractor shall modify such rejected Deliverable or Service at no

RFP Title: Event Management Solution for Judicial Resources & Technical Assistance Attorneys
RFP No.: CFCC-14-01-RB

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

expense to the Judicial Council to correct the relevant deficiencies and shall redeliver such Deliverable or Service to the Judicial Council within ten Business Days after Contractor's receipt of such notice of rejection, unless otherwise agreed in writing by the Parties. Thereafter, the Parties shall repeat the process set forth in this Section until Contractor's receipt of the Judicial Council's written acceptance of such corrected Deliverable or Service (each such Judicial Council written acceptance, an "Acceptance"); provided, however, that if the Judicial Council rejects any Deliverable or Service on at least two occasions, the Judicial Council may terminate that portion of this Agreement which relates to the rejected Deliverable or Service at no expense to the Judicial Council.

- C. Fees and Payment. Subject to the terms of this Agreement, the Contractor shall invoice the Judicial Council, and the Judicial Council shall compensate Contractor, as set forth in Exhibit B. The fees set forth in this Agreement are the total and complete compensation to be paid to Contractor for its performance under this Agreement. Contractor shall bear, and the Judicial Council 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.

15. Representations and Warranties.

Contractor represents and warrants to the Judicial Council as follows:

- A. Authorization/Compliance with Laws. (i) Contractor has full power and authority to enter into this Agreement, to grant the rights and licenses herein and to perform its obligations under this Agreement, and that Contractor's representative who signs this Agreement has the authority to bind Contractor to this Agreement; (ii) the execution, delivery and performance of this Agreement have been duly authorized by all requisite corporate action on the part of Contractor; (iii) Contractor shall not and shall cause Subcontractors not to enter into any arrangement with any Third Party which could reasonably be expected to abridge any rights of the Judicial Council under this Agreement; (iv) this Agreement constitutes a valid and binding obligation of Contractor, enforceable in accordance with its terms; (v) Contractor is qualified to do business and in good standing in the State of California; (vi) Contractor, its business, and its performance of its obligations under this Agreement comply with all Applicable Laws; (vii) Contractor pays all undisputed debts when they come due; and (viii) this Agreement will not create a breach or conflict of interest under any of Contractor's other contracts.
- B. No Gratuities or Conflict of Interest. Contractor: (i) has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Judicial Branch Personnel with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement; and (ii) 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 the Judicial Council.

RFP Title: Event Management Solution for Judicial Resources & Technical Assistance Attorneys
RFP No.: CFCC-14-01-RB

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

- C. No Litigation. No Claim or governmental investigation is pending or threatened against or affecting Contractor or Contractor's business, financial condition, or ability to perform this Agreement.
- D. 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 Judicial Council.
- E. 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.
- F. No Interference. To the best of Contractor's knowledge, this Agreement does not create a material conflict of interest or default under any of Contractor's other contracts.
- G. Drug Free Workplace. Contractor provides a drug-free workplace as required by California Government Code sections 8355 through 8357.
- H. No Harassment / Non-discrimination. 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. 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.
- I. Special Provisions regarding Domestic Partners, Spouses, and Gender Discrimination. If the Contract Amount is \$100,000.00 or more, Contractor is in compliance with Public Contract Code section 10295.3, which places limitations on contracts with contractors whose benefits provisions discriminate between employees with spouses and employees with domestic partners.
- J. National Labor Relations Board Orders. 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.

RFP Title: Event Management Solution for Judicial Resources & Technical Assistance Attorneys
RFP No.: CFCC-14-01-RB

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

- K. Special Provisions regarding Compliance with the Child Support Compliance Act. If the Contract Amount is \$100,000.00 or more: (i) 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 (ii) Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- L. Intellectual Property. Contractor shall perform its obligations under this Agreement in a manner such that the Services, and Deliverables, and any portion thereof, do not infringe, or constitute an 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 Judicial Branch Entities' benefit, all Licensed Software, Contractor Works and Third Party Works provided or used in connection with this Agreement.
- M. Services and Deliverables. (i) the Services will be rendered with promptness and diligence and will be executed in a workmanlike manner, in accordance with the practices and professional standards used in well-managed operations performing services similar to the Services; and (ii) Contractor will use efficiently the resources or services necessary to provide the Services; and perform the Services in the most cost efficient manner consistent with the required level of quality and performance. Contractor represents and warrants that each Deliverable will conform to and perform in accordance with the requirements of this Agreement and all applicable Specifications and Documentation. Contractor also should provide support for REST or Web Service API to support custom functionality in the future. For each such Deliverable, the foregoing representation and warranty in this paragraph shall commence for such Deliverable upon the Judicial Council's acceptance of such Deliverable, and shall continue for a period of one year following Acceptance. In the event any Deliverable does not conform to the foregoing provisions of this paragraph, Contractor shall promptly correct all non-conformities.
- N. Malicious Code. No Services or Deliverable will contain any Malicious Code. Contractor shall immediately provide to the Judicial Council 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 to the Judicial Branch's IT Infrastructure or networks or in the Contractor systems used to provide Services. In the event Contractor or the Judicial Council discovers the existence of any Malicious Code, Contractor shall use its best efforts, in cooperation with the Judicial Council, to effect the prompt removal of the Malicious Code from the Deliverables and the Judicial Councils' IT Infrastructure and the repair of any files or data corrupted thereby, and the expenses associated with the removal

RFP Title: Event Management Solution for Judicial Resources & Technical Assistance Attorneys
RFP No.: CFCC-14-01-RB

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

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.

- O. Four-Digit Date Compliance. Contractor will provide only Four-Digit Date Compliant Deliverables and/or Services to the Judicial Council. "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.
- P. Miscellaneous. The representations and warranties that Contractor makes in this Section shall be true and accurate as of the Effective Date, and shall remain true during the term of this Agreement and the Termination Assistance Period. Contractor shall promptly notify the Judicial Council if any representation or warranty becomes untrue.
- Q. Contractor certifies that its facilities for providing services to the Judicial Branch are all located within the continental United States or territories and staffed by U.S. located personnel and that no Data will be sent off-shore for any reason.
- R. Contractor certifies that it or any of its officers are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- S. Contractor certifies to the best of its knowledge that it or any of its officers have not, within a five (5) year period preceding the effective date of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- T. Contractor certifies to the best of its knowledge that it or any of its officers have not, within a five (5) year period preceding the effective date of this Agreement, had any public transactions (Federal, State or local) terminated for cause or default.

16. Intellectual Property

- A. Contractor/Third Party Works. Contractor shall set forth in an exhibit to each Statement of Work all Contractor Works and Third Party Works that Contractor intends to use in connection with that Statement of Work. The Judicial Council 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 Judicial Council, together with all Judicial Council Contractors, 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

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

Code) and to sublicense such rights to other entities, in each case for the purpose of conducting the Judicial Councils' business. All works must be able to integrate with the Judicial Council Active Directory. Exports of data, documents and user permissions must be formatted to industry standards.

- B. **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 Judicial Council. Contractor (for itself, Project Staff and Subcontractors) hereby irrevocably assigns, transfers and conveys to the Judicial Council 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 Judicial Council'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 shall promptly notify the Judicial Council upon the completion of the development, creation or reduction to practice of any and all Developed Works.
- C. **Retention of Rights.** The Judicial Council retains all rights, title and interest (including all Intellectual Property Rights) in and to the Judicial Council Works. Subject to rights granted herein, Contractor retains all rights, title and interest (including all Intellectual Property Rights) in and to the Contractor Works.
- D. **Third-Party Rights.** Contractor hereby assigns to the Judicial Council 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 Judicial Council 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 Judicial Council, Judicial Branch Entities and Judicial Branch Personnel against all Claims arising from Contractor's failure to obtain such consent.

17. Confidentiality

- A. **General Obligations.** 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 Judicial Council's express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to Project Staff (including Subcontractors) with a need to know for performance of the Services hereunder 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 beyond the expiration or termination of this Agreement. Contractor will protect the Confidential Information from unauthorized use,

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

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 Judicial Council owns all right, title and interest in the Confidential Information. Contractor will notify the Judicial Council promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the Judicial Council to protect such Confidential Information.

- B. **Removal; Return.** Contractor will not remove any Confidential Information from Judicial Council facilities or premises without the Judicial Council's express prior written consent. Upon the Judicial Council's request and upon any termination or expiration of this Agreement, Contractor will promptly (a) return to the Judicial Council or, if so directed by the Judicial Council, destroy all Confidential Information (in every form and medium), and (b) certify to the Judicial Council in writing that Contractor has fully complied with the foregoing obligations.
- C. **Breach of Confidentiality.** Contractor acknowledges that there can be no adequate remedy at law for any breach of Contractor's obligations hereunder, that any such breach will likely result in irreparable harm, and therefore, that upon any breach or threatened breach of the confidentiality obligations, the Judicial Council shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.

18. Indemnification

- A. **General Indemnity.** Contractor shall indemnify, defend (with counsel satisfactory to the Judicial Council), and hold harmless Judicial Council and Judicial Council Personnel against all Claims founded upon: (i) Contractor's performance of, or failure to perform, the Services or Contractor's other duties under this Agreement, (ii) any other breach by Contractor under this Agreement; or (iii) Third Party Claims relating to infringement or misappropriation of any Intellectual Property Right by Contractor or the Deliverables, software, systems or other materials provided by Contractor or Subcontractors to Judicial Branch Entities (collectively, the "Covered Items"). Contractor shall not make any admission of liability or other statement on behalf of an indemnified party or enter into any settlement or other agreement which would bind an indemnified party, without the Judicial Council's prior written consent, which consent shall not be unreasonably withheld; and the Judicial Council shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. 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.
- B. **Certain Remedies.** If any Covered Item provided under this Agreement becomes, or in Contractor's or the Judicial Council's reasonable opinion is likely to become, the subject of any Claim arising from or alleging infringement, misappropriation or other violation of, or in the event of any adjudication that such Covered Item infringes, misappropriates or otherwise violates any Intellectual Property Right of a Third Party, Contractor at its own

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

expense shall take the following actions in the listed order of preference: (a) secure for the Judicial Council the right to continue using the applicable Covered Item; or (b) if commercially reasonable efforts are unavailing, replace or modify the infringing Covered Item to make it non-infringing; provided, however, that such modification or replacement shall not degrade the operation or performance of the Covered Item.

19. Insurance Requirements

- A. **General.** The Contractor shall obtain and maintain the minimum insurance set forth in subparagraph B, below. By requiring such minimum insurance, the Judicial Council shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy shall be written on an “occurrence” form; excepting that insurance for professional liability, when required, may be acceptable on a “claims made” form. If coverage is approved and purchased on a “claims made” basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Agreement.
- B. **Minimum Scope and Limits of Insurance.** The Contractor shall maintain coverage and limits no less than the following:
- i. Workers' Compensation at statutory requirements of the state of residency.
 - ii. Employers' Liability with limits not less than **\$1,000,000.00** for each accident.
 - iii. Commercial General Liability Insurance with limits not less than **\$1,000,000.00** for each occurrence, Combined Single Limit Bodily Injury and Property Damage.
 - iv. Business Automobile Liability Insurance with limits not less than **\$1,000,000.00** for each occurrence, Combined Single Limit Bodily Injury and Property Damage, including owned and non-owned and hired automobile coverage, as applicable.
 - v. The following Excess coverage, at the same limits specified for Comprehensive General Liability: Contractual Liability, Independent Contractor, Broadform Property Damage, Personal Injury, Product, and Completed Operation coverage.
- C. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to, and approved by, the Judicial Council. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor’s liability to the Judicial Council and shall be the sole responsibility of the Contractor.
- D. **Other Insurance Provisions.** The General Liability policy required in this Agreement is to contain, or be endorsed to contain, the following provisions:

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

- i. The Judicial Council, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement.
 - ii. To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the Judicial Council, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the Judicial Council, its officers, officials, employees or agents shall not contribute with the insurance or benefit the Contractor in any way,
 - iii. The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- E. The Contractor shall provide the Judicial Council certificates of insurance satisfactory to the Judicial Council evidencing all required coverages before Contractor begins any Work under this Agreement, and complete copies of each policy upon the Judicial Council's request.
- F. If at any time the foregoing policies shall be or become unsatisfactory to the Judicial Council, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Judicial Council, the Contractor shall, upon Notice to that effect from the Judicial Council, promptly obtain a new policy, and shall submit the same to the Judicial Council, with the appropriate certificates and endorsements, for approval.
- G. All of the Contractor's policies shall be endorsed to provide advanced written Notice to the Judicial Council of cancellation, nonrenewal, and reduction in coverage, within fifteen (15) Days, mailed to the following address: Judicial Council of California, Manager, Business Services, 455 Golden Gate Ave., 6th Floor, San Francisco, CA 94102-3688.

20. Term And Termination

- A. Term. This Agreement shall commence TBD and expire TBD and be designated as the Initial Term.
- B. The Judicial Council, in its sole discretion, has the option to extend the Term of the Agreement up to four (4) consecutive one-year periods on the same terms and conditions applicable to the Initial Term, as defined below:

First Option Term – TBD through TBD

Second Option Term – TBD through TBD

Third Option Term – TBD through TBD

Fourth Option Term - TBD through TBD

RFP Title: Event Management Solution for Judicial Resources & Technical Assistance Attorneys
RFP No.: CFCC-14-01-RB

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

- C. Judicial Council may exercise the First Option Term through the Fourth Option Term by issuing a unilateral Amendment to Contractor prior to expiration of the Initial Term or the then-current Option Term. In the event the Judicial Council elects to exercise the option to extend the Agreement as set forth in this section, the expiration date of the Agreement shall become the ending date of the Option Term exercised.
- D. The Judicial Council may terminate, in whole or in part, this Agreement and/or any Statement of Work for convenience (without cause) upon thirty (30) days prior written notice. The Judicial Council's notice obligations under the foregoing sentence shall not apply to any stop work orders issued by the Judicial Council under this Agreement or any Statement of Work. After receipt of such notice, and except as otherwise directed by the Judicial Council, Contractor shall immediately: (a) stop Services as specified in the notice; and (b) place no further subcontracts, except as necessary to complete the continued portion of this Agreement.
- E. Early Termination. The Judicial Council may terminate, in whole or in part, this Agreement or any Statement of Work immediately "for cause" if Contractor is in Default. The Judicial Council may also terminate this Agreement or limit Contractor's Services (and proportionately, Contractor's fees) upon written notice to Contractor without prejudice to any right or remedy of the Judicial Council if: (i) expected or actual funding to compensate the Contractor is withdrawn, reduced or limited; or (ii) the Judicial Council determines that Contractor's performance under this Agreement has become infeasible due to changes in Applicable Laws.

21. Rights and Remedies of the Judicial Council.

- A. All remedies provided for in this Agreement may be exercised individually or in combination with any other available remedy. Contractor shall notify the Judicial Council immediately if Contractor is in Default, or if a Third Party claim or dispute is brought or threatened that alleges facts that would constitute a Default under this Agreement. If Contractor is in Default, the Judicial Council may do any of the following: (i) withhold all or any portion of a payment otherwise due to Contractor, and exercise any other rights of setoff as may be provided in this Agreement or any other agreement between a Judicial Council and Contractor; (ii) require Contractor to enter into non-binding mediation; (iii) exercise, following notice, the Judicial Council's right of early termination of this Agreement as provided herein; and (iv) seek any other remedy available at law or in equity.
- B. If the Judicial Council terminates this Agreement or any Statement of Work in whole or in part for cause, the Judicial Council may acquire from third parties, under the terms and in the manner the Judicial Council considers appropriate, goods, services, or software equivalent to those terminated, and Contractor shall be liable to the Judicial Council for any excess costs for those goods, services, or software. Notwithstanding any other provision of this Agreement, in no event shall the excess cost to the Judicial Council for such goods, services, or software be excluded under this Agreement as indirect, incidental, special,

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

exemplary, punitive or consequential damages of the Judicial Council. Contractor shall continue the Services not terminated hereunder.

- C. In the event of any expiration or termination of this Agreement or the applicable Statement of Work, Contractor shall promptly provide the Judicial Council with all originals and copies of the Deliverables (including: (i) any partially-completed Deliverables and related work product or materials; and (ii) any Contractor Works, Third Party Works, and Developed Works comprising such Deliverables or partially-completed Deliverables), Confidential Information, Judicial Council Data, Judicial Council Works, and all portions thereof, in its possession, custody, or control. In the event of any termination of this Agreement or a Statement of Work, the Judicial Council shall not be liable to Contractor for compensation or damages incurred as a result of such termination; provided that if the Judicial Council's termination is not based on a Default, Judicial Council shall pay any fees due under this Agreement for Deliverables completed and accepted as of the date of the Judicial Council's termination notice.

22. Termination Assistance. At the Judicial Council's request and option, during the Termination Assistance Period, Contractor shall provide, at the same rates charged immediately before the start of the Termination Assistance Period, to the Judicial Council or to its designee (collectively, "Successor") services reasonably necessary to enable the Judicial Council to obtain from another contractor, or to provide for itself, services to substitute for or replace the Services, together with all other services to allow the Services to continue without interruption or adverse effect and to facilitate the orderly transfer of the Services to the Successor (collectively, the "Termination Assistance Services"). Termination Assistance Services will be provided to the Judicial Council by Contractor regardless of the reason for termination or expiration. At the Judicial Council's option and election, the Judicial Council may extend the Termination Assistance Period for an additional six (6) months.
23. Survival. Termination of this Agreement shall not affect the rights and/or obligations of the Parties which arose prior to any such termination (unless otherwise provided herein) and such rights and/or obligations shall survive any such expiration or termination. Rights and obligations which by their nature should survive shall remain in effect after termination or expiration of this Agreement.
24. Special Provisions
- A. Agreements Providing for Compensation of \$50,000.00 or more; Union Activities Restrictions. As required under Government Code sections 16645-16649, if the Contact Amount is \$50,000.00 or more, Contractor agrees that no Judicial Council funds received under this agreement will be used to assist, promote or deter union organizing. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no Judicial Council funds were used for those expenditures and no reimbursement from the Judicial Council was sought for these costs. Contractor will provide those records to the Attorney General upon request.

RFP Title: Event Management Solution for Judicial Resources & Technical Assistance Attorneys
RFP No.: CFCC-14-01-RB

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

- B. Special Provisions regarding DVBE Participation Certification. If Contractor made a commitment to achieve disabled veterans business enterprise (DVBE) participation, Contractor shall within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the Judicial Council: (1) the total amount the prime Contractor received under the Agreement; (2) the name and address of any disabled veterans business enterprises 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.
- C. Special Provisions Applicable to Competitively Bid Contracts; Antitrust Claims. If this Agreement resulted from a competitive bid, Contractor shall comply with the requirements of the Government Code sections set out below.
- i. Contractor shall assign to the Judicial Council 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 Judicial Council pursuant to the bid. Such assignment shall be made and become effective at the time the Judicial Council tenders final payment to the Contractor. (GC 4552)
 - ii. If the Judicial Council receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Judicial Council any portion of the recovery, including treble damages, attributable to overcharges that were paid by the Contractor but were not paid by the Judicial Council as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. (GC 4553)
 - iii. Upon demand in writing by the Contractor, the Judicial Council 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 Judicial Council has not been injured thereby, or (2) the Judicial Council declines to file a court action for the cause of action. (GC 4554)
- D. Special Provisions regarding Iran Contracting Act. If the Contract Amount is \$1,000,000.00 or more, Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran (“Iran List”) created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending \$20,000,000.00 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

RFP Title: Event Management Solution for Judicial Resources & Technical Assistance Attorneys
RFP No.: CFCC-14-01-RB

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

on the Iran List, or (ii) it has received written permission from the Judicial Council to enter into this Agreement pursuant to PCC 2203(c).

- E. Special Provisions regarding 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 Judicial Council are not related to products or services that are the reason the Contractor must comply with Section 13(p) of the Securities Exchange Act of 1934.
- F. Loss Leader Prohibition. If this Agreement involves the purchase of goods, this section is applicable. Contractor shall not sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code.
- G. Special Provisions for Federally-funded Agreements. If this Agreement is funded in whole or in part by the federal government, then:
 - i. It is mutually understood between the Parties that this Agreement may have been written for the mutual benefit of both Parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
 - ii. This Agreement is valid and enforceable only if sufficient funds are made available to the Judicial Council by the United States Government for the fiscal year in which they are due and consistent with any stated programmatic purpose. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
 - iii. The Parties mutually agree that if the Congress does not appropriate sufficient funds for any program under which this Agreement is intended to be paid, this Agreement shall be deemed amended without any further action of the Parties to reflect any reduction in funds.
 - iv. The Parties may amend the Agreement to reflect any reduction in funds.

25. Disabled Veteran Business Enterprise (“DVBE”)

This section is applicable if Contractor received a disabled veteran business enterprise (“DVBE”) incentive in connection with this Agreement. Contractor’s failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Contractor used DVBE subcontractor(s) in connection with this Agreement: (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the JBE approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must, within sixty (60) days of receiving final payment under this Agreement, certify in a report to the JBE: (1) the total amount of money Contractor received under the Agreement; (2) the name

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

and address of each DVBE subcontractor to which Contractor subcontracted work in connection with the Agreement; (3) the amount each DVBE subcontractor received from Contractor in connection with the Agreement; and (4) that all payments under the Agreement have been made to the applicable DVBE subcontractors. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

26. Small Business Preference Contract Clause

This section is applicable if Contractor received a small business preference in connection with this Agreement. Contractor's failure to meet the small business commitment set forth in its bid or proposal constitutes a breach of this Agreement. *Contractor must deliver to the Judicial Council with its final invoice a report detailing the actual percentage of small/micro business participation that was achieved under this Agreement; the Judicial Council will not pay Contractor's final invoice until this report is received.* If Contractor is a nonprofit veteran service agency ("NVSA"), Contractor must employ veterans receiving services from the NVSA for not less than 75 percent of the person-hours of direct labor required for the production of goods and the provision of services performed pursuant to this Agreement.

27. General

- A. Audits. Contractor shall allow the Judicial Council and its designees to review and audit Contractor's documents and records relating to this Agreement, and Contractor shall retain such documents and records for a period of four years following final payment under this Agreement. Contractor shall correct errors and deficiencies by the 20th day of the month following the review or audit. Contractor shall provide to the Judicial Branch Entities and Judicial Council Contractors, on Contractor's premises (or, if the audit is being performed of an Subcontractor, Subcontractor's premises if necessary), space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office related equipment and duplicating services as the Judicial Council Contractors may reasonably require to perform the audits described in this Section. Without limiting the foregoing, this Agreement is subject to examinations and audit by the State Auditor for a period three years after final payment.
- B. References. In this Agreement and the Exhibits: (a) the Exhibits shall be incorporated into and deemed part of this Agreement and all references to this Agreement shall include the Exhibits; (b) the Article and Section headings are for reference and convenience only and shall not be considered in the interpretation of this Agreement; (c) references to and mentions of the word "including" or the phrase "e.g." means "including, without limitation" and (d) unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days.
- C. Assignment. This Agreement will not be assignable by Contractor in whole or in part (whether by operation of law or otherwise) without the prior written consent of the Judicial Council. Any assignment made in contravention of the foregoing shall be void and of no

ATTACHMENT 2
 CONTRACT TERMS AND CONDITIONS

effect. Subject to the foregoing, this Agreement will be binding on the Parties and their permitted successors and assigns.

- D. Notices. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: (a) delivered in person, (b) sent by registered or certified mail, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address and recipient set forth below:

If to Contractor:	If to the Judicial Council:
[name, title, address]	[name, title, address]
with a copy to:	with a copy to:

Either Party may change its address for notification purposes by giving the other Party written notice of the new address in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) Business Days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

- E. Independent Contractors. Contractor and Subcontractors in the performance of this Agreement shall act in an independent capacity and not as officers or employees or agents of the Judicial Council Contractors. Neither the making of this Agreement nor the performance of its provisions shall be construed to constitute either of the Parties hereto as an agent, employee, partner, joint venturer, or legal representative of the other, and the relationship of the Parties under this Agreement is that of independent contractors. Neither Party shall have any right, power or authority, express or implied, to bind the other.
- F. Covenant of Further Assurances. Contractor covenants and agrees that, subsequent to the execution and delivery of this Agreement and without any additional consideration, Contractor shall execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate the purposes of this Agreement.
- G. Publicity. News releases and other public disclosures pertaining to this Agreement will not be made by Contractor without prior written approval of the Judicial Council.
- H. Third Party Beneficiaries. Except as otherwise provided by this Agreement with respect to the Judicial Council Contractors, each Party intends that this Agreement shall not benefit, or create any right or cause of action in or on behalf of, any person or entity other than the Parties.
- I. Governing Law; Jurisdiction; and Venue. This Agreement and performance under it will be exclusively governed by the laws of the State of California without regard to its conflict of law provisions. The parties shall attempt in good faith to resolve informally and promptly

RFP Title: Event Management Solution for Judicial Resources & Technical Assistance Attorneys
RFP No.: CFCC-14-01-RB

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

any dispute that arises under this Agreement. Contractor hereby irrevocably submits to the exclusive jurisdiction and venue of the state and federal district courts located in California in any legal action concerning or relating to this Agreement.

- J. Follow-On Contracting. Subject to certain exceptions, no person, firm, or subsidiary thereof who has been awarded a Consulting Services contract may submit a bid for, nor be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the Consulting Services contract.
- K. Miscellaneous. This Agreement has been arrived at through negotiation between the Parties. Neither Party is the party that prepared this Agreement for purposes of construing this Agreement under California Civil Code section 1654. No amendment to this Agreement will be effective unless in writing. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof. If any part of this Agreement is held unenforceable, all other parts remain enforceable. A Party's waiver of enforcement of any of this Agreement's terms or conditions is effective only if in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. Time is of the essence regarding Contractor's performance of the Services. The Services by the contractor or its subcontractors may not be performed outside of the United States. The Contractor shall maintain an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles or GAAP. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but taken together, all of which shall constitute one and the same Agreement.

END OF EXHIBIT

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

EXHIBIT B
PRICING AND PAYMENT

Fees

- A. In consideration of and subject to the satisfactory performance by Contractor of the Services, the Judicial Council shall pay to Contractor the fees as set forth in this Exhibit B. Except as expressly set forth in this Exhibit B, such fees are the entire compensation for all Services under this Agreement.
- B. The maximum amount payable to Contractor under this Agreement will not exceed the Contract Amount. The Contract Amount may be changed only by Amendment to this Agreement. Notwithstanding any provision in this Agreement to the contrary, payments to Contractor are contingent upon the timely and satisfactory performance of Contractor’s obligations under this Agreement. Contractor shall immediately refund any payment made in error. The Judicial Council shall have the right at any time to set off any amount owing from Contractor to the Judicial Council against any amount payable by the Judicial Council to Contractor under this Agreement.
- C. Licensed Software Fees. [TBD]
- D. Maintenance and Support Fees; fees for hosting services, deployment/implementation services, training, and other services. [TBD]
- E. Hosting Charges/Fees [TBD]
- F. Except for preapproved travel expenses set forth in paragraph 3, below, all fees and compensation include all costs, benefits, expenses, fees, overhead, and profits payable to the Contractor for Services rendered under this Agreement.

28. Compensation For Contract Work

- A. For performing the Services of this Agreement, the State shall compensate the Contractor at the rate(s) set forth in Table 1, below, not to exceed the amount per Deliverable set forth in Table 2, below.

Table 1: Key Personnel Function and Hourly Rates

Key Personnel Function	Hourly Rate

Table 2: Deliverable, Due Dates, Not to Exceed Amounts, and Invoice Due Dates

ATTACHMENT 2
 CONTRACT TERMS AND CONDITIONS

Deliverable No.	Deliverable Description	Due Date	Not to exceed Amount	Invoice Due By Date

- B. The Contractor shall not charge nor shall the Judicial Council pay any overtime rate.
- C. The Contractor shall not request nor shall the Judicial Council consider any reimbursement for non-production work including but not limited to time spent traveling to and from the job site or any living expenses.
- D. The total actual cost that the Judicial Council may reimburse the Contractor, pursuant to this provision, shall not exceed [\$TBD].

29. Compensation For Allowable Expenses

The Judicial Council shall reimburse the Contractor for the following transportation, meals, and lodging expenses.

- A. Subject to the limitations set forth herein, the Judicial Council shall reimburse the Contractor for actual expenses incurred for reasonable and necessary transportation, meals, lodging, and other travel-related expenses required performing the Work of this Agreement.
- B. The Contractor shall submit a written travel plan to the Judicial Council Project Manager prior to incurring any travel expenses, including the reason for the trip, number of persons traveling, types of expenses the Contractor expects to incur and the estimated costs. Prior approval of the travel plan is required.
- C. For necessary air transportation, the Judicial Council will reimburse the Contractor for the actual cost incurred. All air transportation is limited to coach fares and must be booked a minimum of fourteen (14) days prior to travel, unless the Judicial Council Project Manager agrees otherwise in writing.
- D. For overnight travel, in accordance with the California Department of Human Resources guidelines, the AOC will reimburse lodging expenses incurred while traveling, at Contractor’s actual cost. Lodging costs may not exceed \$150 (per day per person), plus tax and energy surcharge in San Francisco county; \$125 (per day per person), plus tax and energy surcharge in Monterey and San Diego counties; \$120 (per day per person), plus tax

RFP Title: Event Management Solution for Judicial Resources & Technical Assistance Attorneys
RFP No.: CFCC-14-01-RB

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

and energy surcharge in Los Angeles, Orange and Ventura counties; \$140 (per day per person), plus tax and energy surcharge in Alameda, San Mateo, and Santa Clara counties; or \$110 (per day per person), plus tax and energy surcharge in all other California counties. Meals shall be reimbursed at the actual cost not to exceed the following maximum amounts per person per Day: breakfast~\$8.00; lunch~\$12.00; dinner~\$20.00; and/or incidentals~\$6.00.

- E. Reasonable ground transportation expenses will be reimbursed at applicable IRS approved rate per mile. Airport parking will be reimbursed based on the Judicial Council-approved airport economy parking policy.
- F. Upon Judicial Council Project Manager's request, the Contractor shall provide copies of receipts for reimbursement of transportation, lodging, and meal expenses.
- G. The total actual cost which the Judicial Council may reimburse the Contractor, pursuant to this provision, shall not exceed \$TBD

30. Direct Expenses

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

31. Required Certification

Contractor must include with any request for reimbursement from the Judicial Council a certification that the Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the Judicial Council was sought for these costs, and Contractor will provide those records to the Attorney General upon request.

32. 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 including any surplus or excess lines and similar taxes. If requested by the Contractor, the State shall provide the Contractor proof of its tax-exempt status.

33. Method of Payment

- A. The Contractor shall submit an invoice for Work provided upon completion of the Work, completion and Acceptance of the Deliverables as set forth in Exhibit D, Work to be Performed, but at a minimum, Contractor shall submit a monthly invoice to the Judicial Council. After receipt of invoice, the State will either approve the invoice for payment or

RFP Title: Event Management Solution for Judicial Resources & Technical Assistance Attorneys
RFP No.: CFCC-14-01-RB

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

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 Judicial Council 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 number (the Contractor's federal employer identification number).
 - v. A description of the completed Work, including services rendered, Task(s) performed, and/or Deliverable(s) made, as appropriate.
 - vi. The appropriate receipts for reimbursement of allowable expenses, if this Agreement provides for reimbursement.
 - vii. The dates and hours worked.
 - viii. The contractual charges, including the appropriate cost, price, or rate.
- C. The Contractor shall submit one (1) original and two (2) copies of invoices to:

Judicial Council of California
c/o Finance, Accounts Payable
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102-3660

34. Disallowance

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

35. Payment Does Not Imply Acceptance of Work

The granting of any payment by the Judicial Council 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

RFP Title: Event Management Solution for Judicial Resources & Technical Assistance Attorneys
RFP No.: CFCC-14-01-RB

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

to Exhibit D, Work to Be Performed, shall be rejected and shall be replaced by the Contractor without delay.

36. Final Invoicing

- A. Contractor must submit invoices no later than the “Invoice Due By” date identified for each Deliverable in Table 1 in this Exhibit. The AOC may not be responsible for payment of invoices received after the “Invoice Due By” date.
- B. For the very last Invoice to be processed against this Agreement, Contractor will identify it as the “Final Invoice.”

END OF EXHIBIT

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

EXHIBIT C
WORK TO BE PERFORMED

1. Description Of Services And Deliverables

- A. The Licensed Software must have the ability to integrate with the Judicial Council’s active directory for authentication work with popular browsers (IE, Safari, Chrome, Firefox and the current Judicial Council supported browser).
- B. Judicial Council Data, documents and systems must reside within the United States and Service shall be available every Business Day from 7:00AM to 7:00 PM Pacific Time.
- C. Contractor will provide the Maintenance and Support Services (Exhibit E) for all Deliverables (including the Licensed Software as provided by Contractor on a hosted basis) and Services (including all aspects of the hosted services).
- D. Contractor will license the Licensed Software and provide the Licensed Software on a hosted basis, in accordance with this Agreement.
- E. All Services and Deliverables will be provided in accordance with the Service Level Requirements (Exhibit F), Remote Hosting Requirements (Exhibit G), Business and Functional Requirements (Exhibit H), Legacy Variables (Exhibit I), Testing Requirements (Exhibit J) and Configuration Requirements (Exhibit K), incorporated into this Agreement. Contractor’s solution, data system and all support staff must reside within the United States.
- F. “Ad hoc reports” means reports that are not standard reports such as compliance reports, statewide reporting, LA reporting, comparative reports, roster reports, timeliness reports, comparative reports, trip reports but rather real time report generators that can be used for point in time.
- G. *[Complete description of Services / Deliverables TBD (e.g. hosting services, deployment services, implementation services, etc.)]*

2. Schedule, Deliverables And Date(S) Of Delivery

Contractor shall provide the Services based on the timelines contained in the table below:

[TBD] Insert chart with dates for completion of tasks relating to the Services and delivery dates/milestones for Deliverables to be provided by Contractor.

3. Contractor’s Responsibilities

In addition to any other obligations under the Agreement or this Statement of Work, the following are responsibilities of Contractor that are required to complete the Services described in this Statement of Work:

RFP Title: Event Management Solution for Judicial Resources & Technical Assistance Attorneys
RFP No.: CFCC-14-01-RB

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

[TBD] Clear and concise description of Contractor's additional responsibilities that is necessary for Contractor to perform the Services, including service levels.

4. Contractor Personnel

[TBD] Identification of Contractor personnel providing the Services.

5. Supplemental Provisions

[TBD] Insert other terms as applicable.

END OF EXHIBIT

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

EXHIBIT D
LICENSED SOFTWARE

1. Description Of The Licensed Software

[TBD]

6. Specifications Of Software

[TBD]

7. Escrow

- A. Escrow Account. Upon the Effective Date, Contractor agrees to enter into a mutually agreed upon escrow agreement (“Escrow Agreement”) with a third party escrow agent to be mutually agreed upon by the Parties (“Escrow Agent”). Contractor shall be responsible for establishment, administration and cost of the escrow account. Upon execution of the Escrow Agreement, Contractor shall deliver to the Escrow Agent a copy of the Source Code for the Licensed Software, together with all supporting information, tools, notes and other information necessary and sufficient to allow a reasonably qualified person to support, maintain, modify and prepare derivative works of the Licensed Software and other related Deliverables (collectively the “Source Code Materials”).
- B. Release Conditions. The Escrow Agreement shall provide that release of the Source Code Materials to the Judicial Council shall occur if any of the following occur (each, a “Release Condition”):
- i. Contractor materially breaches any of its obligations to provide maintenance and support services for the Licensed Software;
 - ii. Contractor dissolves, becomes insolvent or ceases to conduct business as a going concern;
 - iii. Contractor makes a general assignment for the benefit of creditors or commences any case, proceeding or other action seeking to have an order for relief entered on Contractor’s behalf as a debtor or to adjudicate Contractor as bankrupt or insolvent, or seeks a reorganization, liquidation, dissolution or composition of Contractor or Contractor’s debts under any law relating to bankruptcy, insolvency, or relief of debtors or seeking appointment of a receiver, trustee, custodian or similar official for Contractor or for all or any substantial portion of Contractor’s assets; or
 - iv. any case, proceeding or similar action is brought against Contractor seeking to have an order for relief entered against it to adjudicate it as bankrupt or insolvent, or seeking reorganization, liquidation, dissolution or composition of Contractor or Contractor’s debts under any law relating to bankruptcy, insolvency, reorganization or the relief of debtors or seeking appointment of a receiver, trustee, custodian or

RFP Title: Event Management Solution for Judicial Resources & Technical Assistance Attorneys
RFP No.: CFCC-14-01-RB

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

similar official for Contractor or for all or any substantial portion of Contractor's assets that relate to this Agreement, and such case, proceeding or other action (1) results in the entry of an order for relief against Contractor which is not fully stayed within sixty (60) calendar days after the entry thereof or (ii) remains undismissed for a period of sixty (60) calendar days.

- C. License. In the event of a Release Condition, Contractor hereby grants to the Judicial Council a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, fully paid-up, nonexclusive license to use, reproduce, modify and create derivative works of the Licensed Software (in Source Code and object code form) for the purpose of maintaining and supporting the Licensed Software for use in accordance with the terms of this Agreement. Notwithstanding any other provision in this Agreement, Judicial Council Contractors may exercise the foregoing license rights granted to the Judicial Council.

END OF EXHIBIT

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

EXHIBIT E
MAINTENANCE AND SUPPORT SERVICES

1. Definitions

- D. “Level 1 Support” or means qualifying and logging all Technical Support Incidents, answering technical inquiries regarding the Licensed Software, Deliverables, and Services, and performing limited diagnostic services.
- E. “Level 2 Support” means, with the use of technical support specialists: (i) performing Defect isolation, Defect replication and interoperability testing; (ii) performing remote diagnostic services and on-site troubleshooting, if required; (iii) identifying the source of Defects; (iv) developing a reproducible test case for any Defect and documenting the details of such Defect for escalation to Level 3 Support; and (v) developing and implementing Workarounds where reasonably possible.
- F. “Level 3 Support” means, with the use of backup engineering and technical support staff, isolating Defects and developing Defect corrections including, without limitation, Upgrades.
- G. “Reporting Date” means the date that the Judicial Council reports the Defect at issue.
- H. Judicial Council to perform acceptance testing on the applicable Defect correction.
- I. “Severity Level” means the actual impact of a Defect on a user’s operational environment as further described in the Table 1, Section 1 of Exhibit F, below.
- J. “Standard M&S Hours” means 7:00 AM to 7:00 PM Pacific Time, Monday through Friday, Excluding Judicial Council holidays and scheduled maintenance.
- K. “Technical Support Incident” means a single, indivisible problem reported or technical inquiry made regarding the Licensed Software and/or any Deliverable or Service, including without limitation user questions or Defect reports. A Technical Support Incident is only closed when mutually agreed by the parties.
- L. “Upgrades” means all new versions and releases of, and bug fixes, error corrections, Workarounds, updates, upgrades, modifications, and patches for, the Licensed Software, Deliverables, Services, and Documentation
- M. “Workaround” means a temporary modification to or change in operating procedures for the Licensed Software and/or any Deliverable or Service that: (i) circumvents or effectively mitigates the adverse effects of a Defect so that the Licensed Software and/or such Deliverable or Service complies with and performs in accordance with the applicable Specifications and Documentation; (ii) does not require substantial reconfiguration of the Licensed Software and/or such Deliverable or Service or any reloading of data; and (iii)

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

does not otherwise impose any requirements that would impede an end user's efficient use of the Licensed Software and/or such Deliverable or Service.

2. Maintenance

Contractor shall promptly provide the Judicial Council with, and assist Judicial Council with installation of, all Upgrades to the Licensed Software, Deliverables and Services, including without limitation: (i) all Upgrades generally made available by Contractor to its other customers; and (ii) Upgrades as necessary so that the Services and Deliverables comply with the Specifications and applicable laws (including changes in applicable laws). Without limiting any other obligation of Contractor under this Agreement, Contractor represents and warrants under the Agreement that it will maintain equipment and software to the extent that Contractor has maintenance responsibility for such assets so that they operate in accordance with their specifications and documentation including, without limitation, performing software maintenance in accordance with the applicable software vendor's documentation and recommendations.

3. Support

- A. Without limiting Contractor's obligations under this Exhibit E and Exhibit F, Service Level Requirements, with respect to each Technical Support Incident not covered under Section 1 of Exhibit F, Contractor shall respond to the Judicial Council within four (4) hours after the Judicial Council reports a Technical Support Incident (such hours all occurring during Standard M&S Hours) to Contractor or within the applicable Response Periods, whichever is shorter. Contractor will provide unlimited, no cost, technical support via telephone or email and software programming support as part of any modification required due to a Defect. Contractor will provide call-in technical support during regular business hours (7:00 AM – 7:00 PM Pacific Time, Monday to Friday, excluding Judicial Council holidays). Contractor will provide technical support outside of such regular business hours through an on-call technician or when special circumstances arise.
- B. Services and Monthly Support Case Report. Contractor shall (i) provide the Judicial Council with Level 1 Support, Level 2 Support and Level 3 Support, and (ii) deliver to the Judicial Council Project Manager a monthly report summarizing Technical Support Incidents opened, continuing, or closed during the preceding calendar month. Without limiting the foregoing, Contractor shall respond to and resolve all Defects in accordance with the Severity Levels determined by the Judicial Council for each Defect and the table set forth in Table 1, Section 1 of Exhibit F, Service Level Requirements.

END OF EXHIBIT

ATTACHMENT 2
 CONTRACT TERMS AND CONDITIONS

EXHIBIT F
 SERVICE LEVEL REQUIREMENTS

Service shall be available during defined business hours excluding Judicial Council holidays and scheduled maintenance (available Monday – Friday, 7am – 7pm).

1. Severity Levels

A. Table 1: Description, Response and Resolution

Severity Level	Description	Resolution Hours	Response Period	Resolution Period
Severity Level 1	<p>A Severity Level 1 Defect is generated if a critical component or the entire application has stopped or is so severely impacted that the Licensed Software, Deliverables or Service component cannot reasonably continue to operate and there is no Workaround available.</p> <p>A Severity Level 1 Defect is generated if data is corrupted or data integrity issues related to security/confidentiality that leads to noncompliance with legal requirements or regulations.</p>	24 hours per day, 7 days per week	30 minutes	2 hours
Severity Level 2	<p>A Severity Level 2 Defect is generated if a critical component of the Licensed Software, Deliverable or Service is unavailable or will not work but a Workaround is available.</p> <p>A Severity Level 2 Defect is generated if a non-critical component of the Licensed Software, Deliverable or Service is unavailable or will not</p>	<p>Standard M&S Hours</p> <p>Standard M&S Hours</p>	60 minutes	4 hours

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

	work and there is no Workaround.			
Severity Level 3	A Severity Level 3 Defect is generated if the non-critical component result is not as expected but a Workaround is available and there is no significant impact to the end user.	Standard M&S Hours	2 hours	120 hours
Severity Level 4	All Defects other than Severity Level 1 Defects, Severity Level 2 Defects and Severity Level 3 Defects (e.g., minor or cosmetic Defects). Workarounds are available.	Standard M&S Hours	2 hours	30 days

2. Escalation Procedure

- A. Escalation Stage 1: Contractor's technicians attempting to correct the situation shall notify the Contractor's Engineering Manager. Upon such notification, Contractor will immediately assign, at Contractor's sole expense, additional resources to include at a minimum one senior-level technician or engineer. Such resources shall be on-site at the Judicial Council's location, or at such location as is appropriate given the nature of the required corrections. For a Severity Level 1 or Level 2 situation, the Contractor's Engineering Manager shall notify the Judicial Council at four (4) hour intervals of the status of the situation until the situation is resolved or for the next twenty four (24) hours, whichever occurs first.
- B. Escalation Stage 2: After the previous twelve hour timeframe, if the situation is still unresolved, the Contractor's Senior Vice President of Engineering shall be notified, and shall assign additional and more experienced or senior technical staff or engineers. For Severity Level 1 or Level 2 situations, Contractor's Senior Vice President for Engineering shall contact the Judicial Council at two (2) hour intervals until the situation is resolved.
- C. Escalation Stage 3: If a total of seventy-two (72) hours has elapsed since the initial call of the Judicial Council to Contractor for a Severity Level 1 or Level 2 situation and the situation is still unresolved to the Judicial Council's satisfaction, Court shall be entitled to receive a five percent (5%) reduction or refund of the annual fees under the Agreement for the current year for each twenty-four (24) hour period that the Defect involving the Service, Licensed Software or other Deliverable is unresolved, commencing with the date and hour of the instigation of the escalation procedures contained in this Exhibit F. At the sole discretion of the Judicial Council, this reduction may (i) be applied to any accrued fees due to Contractor hereunder, or (ii) refunded to the Judicial Council in cash or, at the Judicial Council's option, other good funds. In addition to the annual fee refund, after a total of

RFP Title: Event Management Solution for Judicial Resources & Technical Assistance Attorneys
RFP No.: CFCC-14-01-RB

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

seventy-two (72) hours has lapsed since the date and hour of the instigation of the escalation procedures contained in this Exhibit F for a Severity Level 1 or Level 2 situation and the situation is still unresolved, at the sole discretion of the Judicial Council, Contractor shall immediately send, at Contractor's sole expense, Contractor's most technically qualified representative to the Judicial Council's site and said representative will continue to address and work to remedy the failure, malfunction, defect or nonconformity until such failure, malfunction, defect or nonconformity is resolved to the satisfaction of the Judicial Council.

3. Uptime

The contractor will provide the Services, Licensed Software and the other Deliverables in accordance with the uptime availability commitments and other requirements set forth in Exhibit G.

END OF EXHIBIT

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

EXHIBIT G
REMOTE HOSTING REQUIREMENTS

1. Hosting Vendors

Hosting Vendor shall:

- A. In the event of a security breach incident, notify the Judicial Council Project Manager within three hours of first knowledge.
- B. Comply with all applicable laws (including California laws) regarding personal data security and privacy.
- C. Provide all hosting services, equipment and related Deliverables in accordance with the highest industry standards, including standards relating to privacy protection, fire and flood prevention/protection, and temperature/humidity control.
- D. Ensure the following:
 - i. A secure hosting infrastructure of the utmost confidentiality (no unauthorized access), integrity (no tampering), and authenticity (no impersonation).
 - ii. Judicial Council Data in its custody should never be used, under any circumstances, for any purposes other than those agreed to in the contract.
 - iii. All hosts, servers and devices should have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, should have the most aggressive intrusion-detection and firewall protection.
 - iv. At a minimum, provide 99% Uptime for the Services, the Licensed Software and the Deliverables, excluding scheduled maintenance for upgrades and updates. [service level credits TBD] “Uptime” will be measured by subtracting from the total minutes in a given month, the total minutes of Downtime in such month, divided by the total minutes in such month and then multiplied by 100. “Downtime” means the period of time that the Services, the Licensed Software and all other Deliverables are not fully functional in accordance with their specifications and requirements or there otherwise is a lapse, outage or unavailability in any of the Services, Licensed Software or other Deliverables. Calculation of Uptime excludes planned Downtime for scheduled maintenance; but such planned Downtime for scheduled maintenance may not exceed [48] hours per month, and such scheduled maintenance must be conducted only during the off-hour period of 9pm to 5am Pacific Time, seven days a week. Contractor will use its best efforts to notify the Judicial Council Project Manager in writing and post notification on the proposed solution advising end users at least 24 hours in advance of required system maintenance and upgrades. At least 7

RFP Title: Event Management Solution for Judicial Resources & Technical Assistance Attorneys
RFP No.: CFCC-14-01-RB

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

days prior to conducting scheduled maintenance, Contractor will notify the Judicial Council in writing and post notification on the proposed solution advising end users of such scheduled maintenance.

- E. Adequate capacity and functionality to ensure prompt response to both data inquiry/lookup and data modification transactions, at all times.
- F. All hardware and software components of the hosting infrastructure should be fully supported by their respective manufacturers at all times.
- G. A conservative sunset and migration schedule for all hardware and software components, subject to the Judicial Council's prior written approval, at all times.
- H. Periodic backups. The minimum acceptable frequency is differential backup daily, and complete backup weekly.
- I. An aggressive regimen of patch management. All critical patches for operating systems, databases, web services, etc, should be applied within three working days of release by their respective manufacturers.
- J. Complete backup-restore and disaster recovery tests from the appropriate media, once per annum.
- K. Comply with the records retention schedule of the Judicial Council, as relevant to the data being hosted remotely.
- L. Agree to transfer the data, documents, user permissions in its custody to another hosting vendor or the Judicial Council at the end of the hosting contract in an exported "industry standard" format so that we have service portability in the future.
- M. Submission to scheduled and random security audits, including vulnerability assessments, of the hosting infrastructure and/or the application, to be conducted under the sponsorship of the Judicial Council Information & Technology Services Director.
- N. Complete cooperation with the Judicial Council Information & Technology Services Director in the detection of any security vulnerability of the hosting infrastructure and/or the application.
- O. Expedient remediation of any Defect.
- P. Complete compliance with all Federal and California laws, regulations, statutes, policies, standards, and best practices relevant to internet-based hosting.
- Q. Ability to integrate with the Judicial Council Active directory.
- R. Judicial Council Data, Systems, and all support staff must reside within the United States.

RFP Title: Event Management Solution for Judicial Resources & Technical Assistance Attorneys
RFP No.: CFCC-14-01-RB

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

- S. The vendor will provide sufficient notice to the Judicial Council in case of end-of-life for the service to support migration to a comparable replacement.
- T. All transactions must occur over secure “https” protocols.
- U. Work with popular browsers (Internet Explorer, Safari, Chrome, Firefox and the current Judicial Council supported versions).
- V. Submit the following detailed reports. All reports should be submitted to the Judicial Council Project Manager. Unless otherwise stated, these reports should be filed initially at the inception of the contract, and subsequently, once per annum, as well as corresponding to every substantive change in the subject matter of the relevant report.
 - i. Uptime and Unplanned Outage Report. This report should be submitted once per quarter.
 - ii. Planned Downtime Notice for scheduled maintenance. This notice should be submitted at least one week prior to the event.
 - iii. Physical access controls for the hosting site.
 - iv. Internal security awareness training curriculum and schedule. Should include the syllabus, the class schedule for new employees, annual refresher training, and any emergency, ad-hoc training.
 - v. Self-audit on software and hardware modifications, patches applied, etc. This report should be submitted at least twice per annum.
 - vi. Backup-restore and disaster recovery procedures and the results of the annual tests.
 - vii. Security Breach Incident reporting mechanism.
 - viii. Production Change Management procedure.
 - ix. Password Policy(ies)
 - x. Event Logging & Auditing practices for Networks, Operating Systems, Applications, and Databases.
 - xi. Installation/Configuration and Maintenance documentation.
 - xii. Limitations on size of documents, size of storage, etc.

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

- xiii. Any other relevant, internal security-related standards, policies, procedures, best practices, etc, that govern the hosting infrastructure and/or the application, including, the results of any third-party audits.

2. Judicial Council's Project Manager's Role

The Judicial Council's Project Manager shall:

- A. Direct scheduled and random security audits, including vulnerability assessments, to the hosting infrastructure and/or the application (upon sole discretion)
- B. Coordinate the security auditing with the hosting vendor, in case of scheduled audits.
- C. At her/his discretion recommends the shutdown, or reduced operation, of the hosting infrastructure and/or the application, indefinitely should an information security deficiency be discovered.
- D. Evaluate all notifications and submissions from the hosting vendor, and act upon them, as appropriate, including recommending the shutdown, or reduced operation, of the hosting infrastructure and/or the application, indefinitely.
- E. Determine, in the event of security vulnerability and/or an actual security breach, whether it was caused by the hosting vendor.
- F. Ensure that the hosted application complies with Judicial Council guidelines prior to its deployment.
- G. Evaluate the business impact of a security breach incident notification from the Hosting Vendor, and liaise with the affected business stakeholders.
- H. Evaluate the business impacts of the Uptime and Unplanned Outage Report and the Planned Downtime Notice from the hosting vendor.
- I. Complete and exclusive ownership of the hosted data rests with the Judicial Council, and is not subject to any conditions.

END OF EXHIBIT

RFP Title: Event Management Solution for Judicial Resources & Technical Assistance Attorneys
RFP No.: CFCC-14-01-RB

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

EXHIBIT H
BUSINESS AND FUNCTIONAL REQUIREMENTS

Incorporated in following 6 pages

[See Attachment 5 of the RFP]

END OF EXHIBIT

RFP Title: Event Management Solution for Judicial Resources & Technical Assistance Attorneys
RFP No.: CFCC-14-01-RB

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

EXHIBIT I
LEGACY VARIABLES, REPORTS AND SCREENS

Incorporated in following 28 pages

[See Attachments 12 and 13 of the RFP]

END OF EXHIBIT

RFP Title: Event Management Solution for Judicial Resources & Technical Assistance Attorneys
RFP No.: CFCC-14-01-RB

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

EXHIBIT J
TESTING REQUIREMENTS

[TBD]

END OF EXHIBIT

RFP Title: Event Management Solution for Judicial Resources & Technical Assistance Attorneys
RFP No.: CFCC-14-01-RB

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

EXHIBIT K
CONFIGURATION REQUIREMENTS

[TBD]

END OF EXHIBIT

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

EXHIBIT L
ACCEPTANCE AND SIGN OFF FORM

Description of Work provided by Contractor:

Date submitted: _____

Work is:

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

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

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

Please note level of satisfaction:

Poor Fair Good Very Good Excellent

Comments, if any:

Work is accepted.

Work is unacceptable as noted above.

Name: _____

Title: _____

Date: _____

END OF EXHIBIT

RFP Title: Event Management Solution for Judicial Resources & Technical Assistance
 Attorneys
 RFP No.: CFCC-14-01-RB

ATTACHMENT 2
 CONTRACT TERMS AND CONDITIONS

EXHIBIT M
 JUDICIAL COUNCIL OF CALIFORNIA
DVBE POST-CONTRACT CERTIFICATION FORM

If no work was subcontracted to DVBE subcontractors, the Contractor does not need to complete this form.

Agreement number	
Contractor name	

The contractor identified above (Contractor) entered into the agreement identified above (Agreement) with the JBE. Pursuant to Military and Veterans Code section 999.5(d), Contractor must provide and certify the information below. ***Please return this form to the JBE within sixty (60) days of receiving final payment under the Agreement.*** Failure to return this form as required constitutes a breach of the Agreement.

Total amount of money Contractor received under the Agreement	
Name and address of each disabled veteran business enterprise (DVBE) subcontractor to which Contractor subcontracted work in connection with the Agreement	
Amount each DVBE subcontractor received from Contractor in connection with the Agreement	

Contractor certifies that (i) the information above is accurate, and (ii) all payments under the Agreement have been made to the applicable DVBE subcontractor(s).

<i>Contractor (Printed)</i>	<i>Date Executed</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	

Send completed form to: [name - TBD]
 [address - TBD]

RFP Title: Event Management Solution for Judicial Resources & Technical Assistance
 Attorneys
 RFP No.: CFCC-14-01-RB

ATTACHMENT 2
 CONTRACT TERMS AND CONDITIONS

EXHIBIT N
JUDICIAL COUNCIL OF CALIFORNIA
SMALL BUSINESS POST CONTRACT FORM

Agreement number	
Contractor name	

The contractor identified above (Contractor) entered into the agreement identified above (Agreement) with the Judicial Council of California. As required by Government Code section 14841, Contractor must report to the Judicial Council of California the actual percentage of small/micro business participation. ***Contractor must return this form to the Judicial Council of California with its final invoice; the Judicial Council of California will not pay Contractor's final invoice until this report is received.*** Failure to return this form as required constitutes a breach of the Agreement.

Total amount of money Contractor received under the Agreement	
Total amount paid by Contractor to subcontractors that are not DGS-certified small/micro businesses	

Contractor certifies that the information above is accurate.

<i>Contractor (Printed)</i>	<i>Date Executed</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	

Send completed form to: [name -TBD]
 [address - TBD]