

RFP Title: **WebEx Replacement Project**

RFP Number: **IT-072414-WXRP-CF**

**ATTACHMENT 2
CONTRACT TERMS AND CONITIONS**

JUDICIAL COUNCIL OF CALIFORNIA
IT SERVICES – SHORT FORM AGREEMENT (rev 08-14)

AGREEMENT NUMBER [TBD]
FEDERAL EMPLOYER ID NUMBER [TBD]

- In this Agreement (the “Agreement”), the term “Contractor” refers to **[CONTRACTOR NAME]**, and the terms “JBE” and “Judicial Council” refer to the **JUDICIAL COUNCIL OF CALIFORNIA**.
- This Agreement becomes effective as of **September [TBD], 2014**, (the “Effective Date”) and expires on **September [TBD], 2017** (the “**Initial Term**”).
- The maximum amount that the Judicial Council may pay Contractor under this Agreement is **\$(TBD)** (the “Maximum Amount”).
- This Agreement incorporates and the parties agree to the attached provisions labeled “IT Services – Short Form Agreement Terms,” and all other exhibits and appendices referred to therein and attached hereto. This Agreement represents the parties’ entire understanding regarding its subject matter.
- Contractor will perform the following services (the “Services”), and deliver the following work product (the “Work Product”):

Services:

Description of Services	Hosted Solution Subscription Services to replace WebEx WebOffice subscription services, providing continuous online meeting, collaboration and secure, cloud-based file sharing and document storage capabilities between and among the Judicial Council and the courts, contractors and other third parties, as set forth in Exhibits E and F.
Completion Date	Initial Term: Year-1 will expire on September [TBD], 2015; unilateral amendments will be exercised at the sole discretion of the Judicial Council to encumber Fiscal Year 2015-16 funds for Year-2 (expiration September TBD, 2016) and Fiscal Year 2016-17 funds for Year-3 (expiration September [TBD], 2017). Subsequent Option Terms: First and Second Option terms may be exercised at the sole discretion of the Judicial Council via bilateral amendment, in accordance with all terms and conditions of the Initial Term of the Agreement, as agreed to by the parties.
Acceptance Criteria	All Services are subject to written acceptance by the Judicial Council.

Work Product/ Deliverable:

Description of Work Product/ Deliverables	Migration Services to move all existing WebEx WebOffice folders, files, documents and 750+ users and their permissions to the newly selected Hosted Solutions Subscription Services provider.
Delivery Due Date	December [TBD], 2014
Acceptance Criteria	All Work Product is subject to written acceptance by the Judicial Council.

- The Judicial Council’s project manager is: **[TBD]**
- Pursuant to Exhibits B, D and F, the Judicial Council will pay Contractor as follows: 1) the basis of payment for Hosted Solution Subscription Services is TBD; and 2) the basis of payment for Migration Services is TBD.

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.) [CONTRACTOR NAME]	
BY (Authorized Signature)	DATE	BY (Authorized Signature)	DATE
SAMPLE ONLY – DO NOT SIGN			
455 Golden Gate Avenue, 6th Floor San Francisco, CA 94102			

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS
IT SERVICES – SHORT FORM AGREEMENT TERMS

A. PERFORMANCE AND DELIVERY.

Contractor will perform the Services and deliver all Work Product as specified on the coversheet of this Agreement. Time is of the essence in Contractor's performance of the Services and delivery of Work Product. The Maximum Amount listed on the coversheet of this Agreement includes all amounts allowed for expenses, including those related to shipping, handling, traveling, bonding, licensing, maintaining insurance, and obtaining permits.

C. WARRANTIES.

Contractor will perform all Services using skilled personnel only, in a good and workmanlike manner, in accordance with industry standards, and in compliance with all applicable laws, rules, and regulations. Contractor warrants that, upon delivery, all Work Product will (i) be free from defects in workmanship, material, and manufacture (including, defects that could create a hazard to life or property), (ii) not infringe any third party's rights, including intellectual property rights, (iii) be of merchantable quality and fit for the purposes intended by the Judicial Council, (iv) comply with the requirements of this Agreement, and (v) be in compliance with all applicable laws, rules, and regulations.

D. CHANGES.

Contractor may not alter, add to, or otherwise modify this Agreement. Contractor's additional or different terms and conditions are expressly excluded from this Agreement. This Agreement may be amended, supplemented, or otherwise modified only in writing and signed by the Judicial Council's authorized representative.

E. AUDIT RIGHTS.

Contractor agrees to maintain records relating to performance and billing by Contractor under this Agreement for a period of four years after final payment. During the time that Contractor is required to retain these records, Contractor will make them available to the Judicial Council, the State Auditor, or their representatives during normal business hours for inspection and copying.

F. INDEMNITY.

CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS THE JUDICIAL COUNCIL AND ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, AND EXPENSES, INCLUDING ATTORNEYS' FEES AND COSTS, THAT ARISE OUT OF (I) A DEFECT, WHETHER LATENT OR PATENT, IN THE WORK PRODUCT, (II) AN ACT OR OMISSION OF CONTRACTOR, ITS AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT, AND (III) A BREACH OF A REPRESENTATION, WARRANTY, OR OTHER PROVISION OF THIS AGREEMENT. THIS INDEMNITY APPLIES REGARDLESS OF THE THEORY OF LIABILITY ON WHICH A CLAIM IS MADE OR A LOSS OCCURS. THIS INDEMNITY WILL SURVIVE THE EXPIRATION OR

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

TERMINATION OF THIS AGREEMENT, ACCEPTANCE OF SERVICES, AND DELIVERY AND ACCEPTANCE OF WORK PRODUCT. THIS INDEMNITY DOES NOT COVER CLAIMS, LOSSES OR EXPENSES TO THE EXTENT THEY ARISE OUT OF THE GROSS NEGLIGENCE OF THE JUDICIAL COUNCIL.

G. INSURANCE.

Contractor will maintain insurance that is sufficient in scope and amount to permit Contractor to pay in the ordinary course of business insurable claims, losses and expenses, including insurable claims, losses and expenses that arise out of Contractor's performance of this Agreement. Contractor will maintain employer's liability and workers' compensation coverage at statutory levels covering all employees performing work under this Agreement.

H. MISCELLANEOUS.

Contractor will maintain a system of accounting and internal controls that is sufficient to adhere to Generally Accepted Accounting Principles. Contractor is an independent contractor and Contractor will take all action available to Contractor to prevent Contractor, and its agents and employees, from being treated under the law as agents or employees of the Judicial Council. Contractor will not assign, subcontract or delegate its obligations under this Agreement without the prior written consent of the Judicial Council, and any attempted assignment, subcontract, or delegation is void.

The terms and conditions of this Agreement apply to any assignee, subcontractor, trustee, successor, delegate or heir. California law, without regard to its choice-of-law provisions, governs this Agreement. In this Agreement, "including" means "including but not limited to."

The parties shall attempt in good faith to resolve informally and promptly any dispute that arises under this Agreement. Contractor irrevocably consents to personal jurisdiction in the courts of the State of California, and any legal action filed by Contractor in connection with a dispute under this Agreement must be filed in San Francisco County, California, which will be the sole venue for any such action. 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 will be effective only if it is in writing. A party's specific waiver will not constitute a waiver by that party of any earlier, concurrent, or later breach or default.

Contractor may not make a public announcement, or issue any press release or other writing, related to this Agreement, the Services, or Work Product without first obtaining the Judicial Council's Business Service Manager's prior written approval, which may be denied for any or no reason. The Judicial Council's Business Services Manager will not approve any public announcement, press release, or other writing that could be construed as an endorsement of Contractor.

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

I. 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.

Additional contract terms and conditions are stipulated in the following exhibits and appendices incorporated by this Agreement:

1. Exhibit A General Terms and Conditions
2. Exhibit B Pricing and Payments
3. Exhibit C Licensed Software Agreement/ or Hosted Solution Subscription Services Terms of Use [To be provided by Prospective Proposer]
4. Exhibit D Migration Services Costing Matrix and Budget Justification [Prospective Proposer to provide]
5. Exhibit E Exhibit E, Attachment 1, Acceptance and Sign-Off Form for Migration Services
Exhibit E, Attachment 2, Migration Services Descriptions and Acceptance Criteria
6. Exhibit F Hosted Solution Subscription Services Costing Matrix and Budget Justification [Prospective Proposer to provide]
7. Appendix 1 JBCL Appendix; includes provisions required for compliance with Public Contract Code (“PCC”), part 2.5, enacted under Senate Bill 78 (Stats. 2011, ch. 10), and the Judicial Branch Contracting Manual (“JBCM”) adopted pursuant to that law.

END OF FORM

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

EXHIBIT A
GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

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

- 1.1 **“Acceptance”** means the written acceptance issued to the Contractor by the AOC after the Contractor has completed a Deliverable, Submittal, or other Contract requirement, in compliance with the Contract Documents, including without limitation, the Exhibit E, Attachment 2 acceptance criteria developed by the Judicial Council, and the Acceptance of the Work provision set forth in this exhibit.
- 1.2 **“Administrative Director of the Courts”** refers to that individual, or authorized designee, empowered by the Judicial Council to make final and binding executive decisions on behalf of the Judicial Council.
- 1.3 **“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.
- 1.4 **“Confidential Information”** means trade secrets, financial, statistical, personnel, technical, and other 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.
- 1.5 The **“Contract”** or **“Contract Documents”** constitute the entire integrated agreement between the Judicial Council and the Contractor, as attached to and incorporated by a fully executed Judicial Council Standard Agreement form. The terms **“Contract”** or **“Contract Documents”** may be used interchangeably with the term **“Agreement.”**
- 1.6 **“Contract Amount”** means the total amount encumbered under this Agreement for any payment by the Judicial Council to the Contractor for performance of the Services, in accordance with the Contract Documents.

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

- 1.7 The “**Contractor**” means the individual, association, partnership, firm, company, consultant, corporation, subsidiaries, affiliates, or combination thereof, including joint ventures, contracting with the Judicial Council to do the Contract Work. The Contractor is one of the parties to this Agreement.
- 1.8 “**Data**” means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
- 1.9 “**Day**” means calendar day, unless otherwise specified.
- 1.10 “**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.
- 1.11 “**Deliverable(s)**” or “**Submittal(s)**” means one or more items, if specified in the Contract Documents, that the Contractor shall complete and deliver or submit to the Judicial Council for acceptance.
- 1.12 “**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.
- 1.13 “**Effective Date**” has the meaning set forth on the Coversheet of this Agreement or any Amendment Coversheet, as the case may be.
- 1.14 “**Notice**” means a written document initiated by the authorized representative of either party to this Agreement and given by:
- (a) Depositing in the U. S. Mail (or approved commercial express carrier) prepaid to the address of the appropriate authorized representative of the other party, which shall be effective upon date of receipt; or
 - (b) Hand-delivered to the other party’s authorized representative, which shall be effective on the date of service.

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

- 1.15 **“Project”** refers to all activity relative to this Agreement including activity of the Contractor, its Subcontractors, the Judicial Council and the Judicial Council’s representatives.
- 1.16 **“Subcontractor”** shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of the Agreement. When the Judicial Council refers to Subcontractor(s) in this document, for purposes of this Agreement and unless otherwise expressly stated, the term “Subcontractor” includes, at every level and/or tier, all subcontractors, sub-consultants, suppliers, and materialmen.
- 1.17 **“Task(s)”** means one or more functions, if specified in the Contract Documents, to be performed by the Contractor for the Judicial Council.
- 1.18 **“Third Party”** refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, other than the Judicial Council or the Contractor, which is not a party to this Agreement.
- 1.19 **“Work”** or **“Work Product”** or **“Work to be Performed”** or **“Contract Work”** may be used interchangeably to refer to the service, labor, Materials, Data, and other items necessary for the execution, completion and fulfillment of the Agreement by the Contractor to the satisfaction of the Judicial Council. Work may be defined to include Tasks, Deliverables, and/or Submittals, as required by the Contract.

2. TERM

2.1 Term.

The **Migration Services** portion of this Agreement shall commence **September [TBD], 2014** and expire **December [TBD], 2014**. Compensation for Migration Services is payable upon completion and acceptance of the scheduled deliverables.

The **Hosted Solution Subscription Services** portion of the Agreement shall commence on **September [TBD], 2014** and be designated as Fiscal Year 2014-2015, Year 1, of the **Initial Term**; unilateral amendments will be exercised at the sole discretion of the Judicial Council to encumber Fiscal Year 2015-2016 funds for Year 2 and Fiscal Year 2016-2017 funds for Year 3 of the Initial Term.

Compensation for this Term is payable on a [TBD] basis, upon Contractor’s submission of an invoice for services provided/ or to be provided [TBD], as set forth in Exhibit C [To be provided by Proposer].

The Judicial Council, in its sole discretion, has the option to extend the Agreement for up to two (2) additional one-year terms based on the same terms and conditions applicable to the *Initial Term*, via bilateral amendment of the Agreement, as agreed to

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

by the parties, as defined below:

First Option Term: September [TBD], 2015 through September [TBD], 2016
Second Option Term: September [TBD], 2016 through September [TBD], 2017

The Judicial Council may exercise the First Option and Second Option terms by written notice 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 being exercised.

3. GENERAL

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

3.2 Agreement Administration / Communication.

Under this Agreement, the Project Manager, [TBD], shall monitor and evaluate the Contractor's performance. All requests and communications about the Work to be Performed under this Agreement shall be made through the Project Manager.

3.2.1 Any Notice from the Contractor to the Judicial Council shall be in writing and shall be delivered the Project Manager as follows:

[TBD], Project Manager
Judicial Council of California
455 Golden Gate Avenue
San Francisco, CA 94102-3688

3.2.2 Other than for Notices, the Project Manager may be contacted as follows:

[TBD], Project Manager
Telephone: 415-865-[TBD]
Facsimile: 415-865-[TBD]
Email: [TBD]@jud.ca.gov

3.2.3 Notice to the Contractor shall be directed in writing to:

[Contractor TBD]
Attn: [TBD], Project Manager
Address1 [TBD]
Address2 [TBD]

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

3.2.4 Other than for Notices, the Contractor may be contacted as follows:

Attn: [TBD]
Telephone: [TBD]
Facsimile: [TBD]
Email: [TBD]

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.

3.4 Evaluation of Contractor.

The Judicial Council shall evaluate the Contractor's performance under the Agreement.

3.5 Acceptance of the Work.

3.5.1 The Project Manager shall be responsible for the sign-off acceptance of the Migration Services performed by the Contractor, (the “**Work Product**”), (the “**Work**”) or (the “**Deliverable**”), as required and completed pursuant to the terms of this Agreement. Prior to approval of the Work and prior to approval for payment, the Project Manager will apply the acceptance criteria set forth in Exhibit E, Attachment 2, *Migration Services Descriptions and Acceptance Criteria* of this Agreement, as appropriate, to determine the acceptability of the Work provided by the Contractor. Unsatisfactory ratings will be resolved as set forth below.

3.5.2 Acceptance Criteria for Work (“**Criteria**”) provided by the Contractor pursuant to this Agreement include:

- i. Timeliness: The Work was delivered on time;
- ii. Completeness: The Work contained the Data, Materials, and features required in the Contract; and
- iii. Technical accuracy: The Work is accurate as measured against a commonly accepted standard (for instance, a statistical formula, an industry standard, or de facto marketplace standard).

3.5.3 The Contractor shall provide the Work to the Judicial Council, in accordance with direction from the Project Manager. The Judicial Council shall accept the Work, provided the Contractor has delivered the Work in accordance with the Criteria. The Judicial Council's Project Manager shall use the Acceptance and Signoff Form, provided as Exhibit E, Attachment 1 of this Agreement, to notify the Contractor of the Work's acceptability.

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

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

3.6 Service Guarantee.

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

END OF EXHIBIT

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

EXHIBIT B
PRICING AND PAYMENTS

1. FEES

- 1.1 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: (i) the such fees are the entire compensation for all Services under this Agreement; and (ii) all expenses relating to the Services are included in such fees and shall not be reimbursed by the Judicial Council.
- 1.2 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.
- 1.3 Licensed Software Fees are **[\$[TBD]**, as set forth in Exhibit C and Exhibit F of this Agreement [*Prospective Proposer to insert its proposed pricing structure and payment provisions for consideration by the Judicial Council*].
- 1.4 Maintenance and Support Fees; fees for Hosting Solution Services, migration and implementation services, training, and other services are **[\$[TBD]**, as set forth in Exhibit C, Exhibit D and Exhibit F [*Prospective Proposer to insert its proposed pricing structure and payment provisions for consideration by the Judicial Council*].

2. RATE ADJUSTMENTS

- 2.1 All awarded rates shall be fixed for the three (3) year Initial Term.
- 2.2 If the Judicial Council exercises its option to extend the Agreement, the Judicial Council reserves the right to extend contracts at the original awarded Agreement rate or allow contractor's requests for rate adjustments.
- 2.3 Any rate adjustment requests must be in writing and be received within 90 days prior to expiration of a currently exercised Option Term.
- 2.4 Rate adjustment requests are based on the U.S. Bureau of Labor Statistics Consumer Price Index (CPI) for All Urban Consumers West Area Size Class A and only if the CPI rate increase or decrease is equal to or greater than 2 percent.
- 2.5 Rate adjustment, if granted, will be calculated using the percentage change to the appropriate CPI identified above.
- 2.6 No retroactive rate adjustments will be allowed.

ATTACHMENT 2 CONTRACT TERMS AND CONDITIONS

- 2.7 The Judicial Council reserves the right to decrease rates in the same manner as the rate increase adjustments.
- 2.8 The Judicial Council reserves the right to fix the approved adjusted rate for the term of the extension.

3. INVOICING AND PAYMENT TERMS

Contractor shall invoice the Judicial Council for the applicable fees upon Acceptance of each Deliverable (structured on the end product) by the Judicial Council and in accordance with payment milestones and schedules under this Agreement [TBD]. The Judicial Council will not make any advance payment for Services. Contractor shall provide invoices with the level of detail reasonably requested by the Judicial Council. The Judicial Council will pay each correct, itemized invoice received from Contractor after Acceptance, in accordance with the terms hereof.

3.1 Invoice Procedures.

After the Judicial Council Project Manager has accepted Services Deliverables, Contractor will send one original and two copies of a correct, itemized invoice for the accepted Services and Deliverables to “Accounts Payable,” at the address shown below. Invoices shall reference the Contract Number.

3.2 Invoice Instructions.

Contractor will print each invoice on Contractor’s standard printed bill form, and each invoice will include at least (i) the Agreement number, (ii) a unique invoice number, (iii) Contractor’s name and address, (iv) Service date and date of Service completion, (v) detailed description of Service(s), (vi) billing rates and quantities billed, (vii) approved reimbursable total invoiced amount, (viii) contractor’s federal taxpayer identification number and (ix) all back-up documentation and receipts for material costs, associated with each invoice the Judicial Council considers reasonably necessary to evaluate the Services performed and Deliverables delivered. If requested, Contractor will promptly correct any inaccuracy and resubmit the invoice.

3.3 Invoice Submittals.

Invoices may be submitted either electronically via e-mail or by hard copy submittal by mail, in accordance with the following instructions:

Judicial Council of California
Attn: **Finance/ Accounting**
455 Golden Gate Avenue
San Francisco, CA 94102-3688

3.4 Availability of Funds.

**ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS**

The Judicial Council’s obligation to compensate Contractor is subject to the availability of funds. The Judicial Council shall notify Contractor if funds become unavailable or limited.

4. COMPENSATION FOR CONTRACT WORK

4.1 For providing the Migration Services portion of this Agreement, the Judicial Council shall compensate Contractor upon completion and acceptance of Services, as set forth in Exhibit D, *Migration Services Costing Matrix and Budget Justification*, and Exhibit E, *Attachments 1, Acceptance and Sign-Off Form and 2, Acceptance Criteria for Migration Services*) at the one-time, Not to Exceed Total Cost of \$[TBD] (per the Table 1 example below):

Table 1: Migration Services [For example purposes only]

#	Service Deliverables Description	Unit Cost/ Rate	Qty	Cost
1.	Project plan that meets project timeline with identified resources			
2.	URL setup			
3.	Customized user home login screen with configurable features via Administrator			
4.	User setup. Setup all users that currently exist in the WebEx solution.			
5.	Setup of all user folders with appropriate access permissions			
6.	Import of documents into appropriate folders [Iterative for User Acceptance Testing (UAT) and Go-live] (Target Due by Date: October 15, 2014)			
7.	User Acceptance Testing			
8.	Email communication to user with UAT User ID, and temporary password for Go-live, or on Go-live date (Target Due by Date: November 15, 2014).			
9.	Go-live support			
10.	Go-live Administrator turnover and training			
11.	Gold copy of WebEx data at point of Go-live			
12.	Migration Services Complete (Target Due by Date: December 15, 2014)			
	Not to Exceed Total Cost			

**ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS**

A. For providing the **Hosted Solution Subscription Services** portion of this Agreement, the Judicial Council shall compensate Contractor for each year of the *Initial Term* of the Agreement, as set forth in Exhibit F, *Hosted Solution Subscription Services Costing Matrix and Budget Justification*, at the Total Annual Amount of \$[TBD], payable [TBD] (see below Table 2 example):

Table 2: Hosted Solution Subscription Services¹

#	Item Description	Initial Term (Fixed Rates)			First Option Term	Second Option Term
		FY2014-15	FY2015-16	FY2016-17	FY2017-18	FY2018-19
1.	End user Fees ¹					
	Qty	800	800	800	[TBD]	[TBD]
	Rate per User per Month	\$3.50	\$3.50	\$3.50	[TBD] ²	[TBD] ²
	Amount	\$33,600.00	\$33,600.00	\$33,600.00	[TBD]	[TBD]
2.	Storage (Disk Space) ¹					
	Qty	35,000	35,000	35,000	[TBD]	[TBD]
	Rate per GB per Month	\$0.03	\$0.03	\$0.03	[TBD] ²	[TBD] ²
	Amount	\$12,600.00	\$12,600.00	\$12,600.00	[TBD]	[TBD]
3.	SSL Encryption Security					
	Qty	12	12	12	[TBD]	[TBD]
	Flat Monthly Rate	\$25.00	\$25.00	\$25.00	[TBD] ²	[TBD] ²
	Amount	\$300.00	\$300.00	\$300.00	[TBD]	[TBD]
4.	Full text search					
	Qty	12	12	12	[TBD]	[TBD]
	Flat Monthly Rate	\$15.50	\$15.50	\$15.50	[TBD] ²	[TBD] ²
	Amount	\$186.00	\$186.00	\$186.00	[TBD]	[TBD]
5.	Etc.					
	Qty				[TBD]	[TBD]
	Rate				[TBD] ²	[TBD] ²
	Amount				[TBD]	[TBD]
	Total	\$46,000.00	\$46,000.00	\$46,000.00	[TBD]	[TBD]

¹ Include scalability in terms of Users and Disk Space/ Storage costing.

² Refer to Exhibit B, Section 2, *Rate Adjustments* and note that any request by the parties for rate change(s) must be based on CPI increases/decreases from the prior year and made in writing 90 days prior to expiration of the current option term.

RFP Title: **WebEx Replacement Project**
RFP Number: **IT-072414-WXRP-CF**

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

5. COMPENSATION FOR TRANSPORTATION, MEALS, LODGING AND EXPENSES

No Travel is required for the Services to be provided under this Agreement.

6. TAXES

Unless otherwise required by law, the Judicial Council is exempt from federal excise taxes and no payment will be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The Judicial Council shall only pay for any state or local sales, service, use, or similar taxes imposed on the Services rendered or equipment, parts or software supplied to the Judicial Council pursuant to this Agreement.

END OF EXHIBIT

RFP Title: **WebEx Replacement Project**
RFP Number: **IT-072414-WXRP-CF**

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

EXHIBIT C
LICENSED SOFTWARE AGREEMENT/ OR
HOSTED SOLUTION SUBSCRIPTION SERVICES TERMS OF USE
(To be provided by Contractor)

END OF EXHIBIT

RFP Title: **WebEx Replacement Project**
RFP Number: **IT-072414-WXRP-CF**

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

EXHIBIT D
MIGRATION SERVICES COSTING MATRIX AND
BUDGET JUSTIFICATION
[To Be Provided by Prospective Proposer]

END OF EXHIBIT

**ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS**

**EXHIBIT E
ATTACHMENT 1
ACCEPTANCE AND SIGN-OFF FORM FOR
MIGRATION SERVICES**

Description of Services / Deliverables provided by Contractor:

[See Exhibit E, Attachment 2, Migration Services Descriptions and Acceptance Criteria]

Date submitted: _____

Service / Deliverable was:

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 Service / Deliverable.

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:

Service / Deliverable is accepted. Service / Deliverable is unacceptable as noted above.

Project Manager's Name: _____ Title: _____

Signature: _____ Date: _____

END OF EXHIBIT E – ATTACHMENT 1

**ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS**

**EXHIBIT E
ATTACHMENT 2
MIGRATION SERVICES DESCRIPTIONS AND
ACCEPTANCE CRITERIA**

No.	Migration Services Descriptions and Acceptance Criteria	Compete	Not Compete
1.	Project plan that meets project timeline with identified resources	<input type="checkbox"/>	<input type="checkbox"/>
2.	URL setup	<input type="checkbox"/>	<input type="checkbox"/>
3.	Customized user home login screen with configurable features via Administrator	<input type="checkbox"/>	<input type="checkbox"/>
4.	User setup. Setup all users that currently exist in the WebEx solution	<input type="checkbox"/>	<input type="checkbox"/>
5.	Setup of all user folders with appropriate access permissions	<input type="checkbox"/>	<input type="checkbox"/>
6.	Import of documents into appropriate folders [iterative for User Acceptance Testing (UAT) and Go-live]	<input type="checkbox"/>	<input type="checkbox"/>
7.	User Acceptance Testing	<input type="checkbox"/>	<input type="checkbox"/>
8.	Email communication to users with URL, User ID, and temporary password, Pre-Go-live or on Go-live date (Target November 15, 2014)	<input type="checkbox"/>	<input type="checkbox"/>
9.	Go-live support	<input type="checkbox"/>	<input type="checkbox"/>
10.	Go-live Administrator turnover and training	<input type="checkbox"/>	<input type="checkbox"/>
11.	Gold copy of WebEx data at point of Go-live	<input type="checkbox"/>	<input type="checkbox"/>
12.	Migration Services Complete (Target Due by Date: December 15, 2014)	<input type="checkbox"/>	<input type="checkbox"/>

Project Manager's Name: _____ Title: _____

Signature: _____ Date: _____

END OF EXHIBIT E – ATTACHMENT 2

RFP Title: **WebEx Replacement Project**
RFP Number: **IT-072414-WXRP-CF**

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

EXHIBIT F
HOSTED SOLUTION SUBSCRIPTION SERVICES
COSTING MATRIX AND BUDGET JUSTIFICATION

[To Be Provided by Prospective Proposer]

END OF EXHIBIT

ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS

APPENDIX 1

JBCL APPENDIX

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

1. Contractor Certification Clauses. Contractor certifies that the following representations and warranties are true. Contractor shall cause these representations and warranties to remain true during the term of this Agreement, and Contractor shall promptly notify the JBE if any representation and warranty becomes untrue.

1.1. Non-discrimination. Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California’s Fair Employment and Housing Act (Government Code section 12990 et seq.) and associated regulations (Code of Regulations, title 2, section 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor has notified in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor’s obligations of non-discrimination.

1.2. National Labor Relations Board. No more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor’s failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.

1.3. Not an Expatriate Corporation. Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the JBE.

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

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

ATTACHMENT 2 CONTRACT TERMS AND CONDITIONS

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

2.3. Agreements of \$100,000 or More. Contractor certifies that it is, and will remain for the term of the Agreement, in compliance with PCC 10295.3, which places limitations on contracts with contractors who discriminate in the provision of benefits regarding marital or domestic partner status. Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the term of this Agreement) all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

2.4. Agreements for Services over \$200,000 (Excluding Consulting Services). Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.

2.5. Agreements of \$1,000,000 or More. Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran (“Iran List”) created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending \$20,000,000 or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the JBE to enter into this Agreement pursuant to PCC 2203(c).

2.6. Agreements for the Purchase of Goods. Contractor shall not sell or use any article or product as a “loss leader” as defined in Business and Professions Code section 17030.

2.7. Agreements for the Purchase of Certain Goods, and Printing, Janitorial, and Building Maintenance Services Agreements. If Contractor will sell to the JBE, or use in the performance of this Agreement, goods specified in PCC 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), then with respect to those goods: (i) Contractor shall use recycled products in the performance of this Agreement to the maximum extent doing so is economically feasible, and (ii) upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the PCC 12200, in such goods regardless of whether the goods meet the requirements of PCC 12209. With respect to printer or duplication cartridges that comply with the requirements of PCC 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.

2.8. Agreements for Furnishing Equipment, Materials, Supplies, or for Laundering Services. Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the JBE under this Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced

ATTACHMENT 2

CONTRACT TERMS AND CONDITIONS

labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and PCC 6108. Contractor agrees to cooperate fully in providing reasonable access to Contractor's records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under this section and shall provide the same rights of access to the JBE.

2.9. Agreements relating to DVBE Incentive. This section is applicable if Contractor received a disabled veteran business enterprise ("DVBE") incentive in connection with this Agreement. Contractor's failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Contractor used DVBE subcontractor(s) in connection with this Agreement: (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the JBE approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must within sixty (60) days of receiving final payment under this Agreement certify in a report to the JBE: (1) the total amount of money Contractor received under the Agreement; (2) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection with the Agreement; (3) the amount each DVBE subcontractor received from Contractor in connection with the Agreement; and (4) that all payments under the Agreement have been made to the applicable DVBE subcontractors. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

2.10. Agreements Resulting from Competitive Solicitations. Contractor shall assign to the JBE all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the JBE. Such assignment shall be made and become effective at the time the JBE tenders final payment to the Contractor. If the JBE receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the JBE any portion of the recovery, including treble damages, attributable to overcharges that were paid by the Contractor but were not paid by the JBE as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by the Contractor, the JBE shall, within one year from such demand, reassign the cause of action assigned under this part if the Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the JBE has not been injured thereby, or (b) the JBE declines to file a court action for the cause of action.

2.11. Agreements for Legal Services. Contractor shall: (i) adhere to legal cost and billing guidelines designated by the JBE; (ii) adhere to litigation plans designated by the JBE, if applicable; (iii) adhere to case phasing of activities designated by the JBE, if applicable; (iv) submit and adhere to legal budgets as designated by the JBE; (v) maintain legal malpractice insurance in an amount not less than the amount designated by the JBE; and (vi) submit to legal bill audits and law firm audits if so requested by the JBE, whether conducted by employees or designees of the JBE or by any legal cost-control provider retained by the JBE for that purpose. Contractor may be required to submit to a legal cost and

ATTACHMENT 2 CONTRACT TERMS AND CONDITIONS

utilization review as determined by the JBE. If (a) the value of this Agreement is greater than \$50,000, (b) the legal services are not the legal representation of low- or middle-income persons, in either civil, criminal, or administrative matters, and (c) the legal services are to be performed within California, then Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the Agreement equal to the lesser of either (A) thirty (30) multiplied by the number of full time attorneys in the firm's offices in California, with the number of hours prorated on an actual day basis for any period of less than a full year or (B) the number of hours equal to ten percent (10%) of the contract amount divided by the average billing rate of the firm. Failure to make a good faith effort may be cause for non-renewal of this Agreement or another judicial branch or other state contract for legal services, and may be taken into account when determining the award of future contracts with a judicial branch entity for legal services.

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

2.13. Agreements Performed in California by Contractors that are Corporations, LLCs, or LPs. Contractor is, and will remain for the term of the Agreement, qualified to do business and in good standing in California.

2.14. Agreements that the JBE Cannot Terminate for Convenience. The JBE's obligations under this Agreement are subject to the availability of applicable funds. Funding beyond the initial appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement. Upon notice, the JBE may terminate this Agreement in whole or in part, without prejudice to any right or remedy of the JBE, if expected or actual funding is withdrawn, reduced, or limited in any way. If this Agreement is terminated for nonavailability of funds, the JBE will pay Contractor for the fair value of work satisfactorily performed prior to the termination, not to exceed the total contract amount.

2.15 Agreements relating to small business preference. This section is applicable if Contractor received a small business preference in connection with this Agreement. Contractor's failure to meet the small business commitment set forth in its bid or proposal constitutes a breach of this Agreement. Contractor must within sixty (60) days of receiving final payment under this Agreement report to the JBE the actual percentage of small/micro business participation that was achieved. If Contractor is a nonprofit veteran service agency ("NVSA"), Contractor must employ veterans receiving services from the NVSA for not less than 75 percent of the person-hours of direct labor required for the production of goods and the provision of services performed pursuant to this Agreement.

END OF APPENDIX