

**Superior Court of California, County of Marin
3501 Civic Center Drive
San Rafael, CA 94903**

TO: **POTENTIAL BIDDERS**

FROM: **Superior Court of California, County of Marin**

DATE: **April 13, 2009**

SUBJECT: **REQUEST FOR QUOTE FOR
TELECOMMUNICATION CONSULTANT FOR
VOICE OVER INTERNET PROTOCOL PROJECT**

**ACTION
REQUIRED:** **You are invited to respond to this Request for Quote**

**Project Title: VoIP Project
RFQ Number: 09RFQ01**

DEADLINE: **Proposal must be received by Friday, April 24, 2009,
no later than 3:00 p.m. PST**

SUBMISSION: **Proposals should be sent to
Superior Court of California, County of Marin
Attn: Purchasing
3501 Civic Center Drive, Room 116
San Rafael, CA 94903**

**SUBMITTAL
CONTACT:** **pbids@marincourt.org**

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1.0 GENERAL INFORMATION

- 1.1 Superior Court of California, County of Marin (“Court”) is a government entity in the Judicial Branch of the State of California.
- 1.2 Currently the Court’s voice communication services are provided through the county. Building is county-owned and maintained.
- 1.3 The Court currently has 168 employees.

2.0 PURPOSE OF PROPOSAL

The Court is soliciting proposals from telecommunication consultants to manage the procurement and implementation of a court-wide Voice Over IP system.

3.0 SOLICITATION – RFQ SCHEDULE

No.	<u>KEY EVENTS</u>	<u>Key Dates and Times</u>
1	Issue RFQ	Monday, April 13, 2009
2	Deadline for bidder requests for questions, clarifications or modifications	Friday, April 17, 2009
3	Court posts addendum for questions, clarifications or modifications	Tuesday, April 21, 2009
4	Bid due date and time	Friday , April 24, 2009, 3:00pm, PST
5	Notify Successful bidder/Notice of Award (estimated)	Monday, April 27, 2009
6	Project Completion Date: final cutover of VoIP system	No later than December 31, 2009

4.0 SCOPE OF SERVICE

- 4.1 Services are expected to be performed by the consultant between May 1, 2009 and December 31, 2009.
- 4.2 Phase One: Evaluation of existing telecommunications services, needs, and technologies
 - 4.2.1 Verify equipment and telephone lines, voice communication services (voice mail)
 - 4.2.2 Evaluate physical infrastructure, including cabling and pathways
 - 4.2.3 Review of data network design, conduct readiness survey for LAN/WAN
 - 4.2.4 Phase One Deliverable: Set of project management documents that inventory telephony systems and applications in place today, describing their usage, costs, limitations, challenges and capabilities. A site survey and fact finding process that will become basis for RFP process.
- 4.3 Phase Two: User needs and business process analysis.
 - 4.3.1 Identify and document voice communications needs as expressed by Court.

- 4.3.2 Determination of what is not working/missing from current telecommunications.
- 4.3.3 Review of phone inventory, bills, and all impacted Court buildings.
- 4.3.4 Phase Two Deliverable: A report to guide the current needs and future direction of telecommunications for the Court.
- 4.4 Phase Three: Create Request for Proposal (“RFP”) and manage RFP Process.
 - 4.4.1 Create a customized document soliciting proposals to meet current and future needs.
 - 4.4.2 Issue RFP to qualified vendors, conduct mandatory bidders conference and site tour.
 - 4.4.3 Analyze and summarize results for presentation to Court.
 - 4.4.4 Phase Three Deliverable: Completed purchase agreement.
- 4.5 Phase Four: Installation of new telecommunication system.
 - 4.5.1 Complete implementation project management, from installation of data lines, equipment, education for managers and users, to assistance with publication of changed numbers to all agencies and publications.

5.0 SPECIFICS OF A RESPONSIVE PROPOSAL

The following information needs to be included in the proposal:

- 5.1 General Business Information: Name, address, telephone, email contact, fax numbers, and federal tax identification number. Also provide a short description of your company, services and history. Note that if a sole proprietorship using its social security number is awarded a contract, the social security number will be required prior to finalizing a contract.
- 5.2 Resumes describing the background and experience of key staff, as well as each individual’s ability and experience in conducting the proposed activities.
- 5.3 Describe key staff’s knowledge of the requirements necessary to complete this project.
- 5.4 Overall plan with time estimates for completion of all work required.
- 5.5 Method to complete the Project, including proposed plan and key milestones to complete each phase.
- 5.6 Name, addresses, and telephone numbers of a minimum of three (3) clients for whom the consultant has provided similar services. The Court may check references listed by the consultant.
- 5.7 Responsive proposals should provide straightforward, concise information that satisfies the requirements noted above. Expensive bindings and the like are not necessary or desired. Emphasis should be placed on conformity to the Court’s instructions, requirements, completeness and clarity of this proposal.

6.0 COST PROPOSAL

- 6.1 Consultant should use Attachment 1, Pricing Form, to submit a cost proposal. It is expected that all consultants responding to the RFQ will offer government or comparable favorable rates.
- 6.2 Consultant shall propose a not to exceed price to complete each phase, as described in the Scope of Services. In no event will the court pay more than the not to exceed price proposed by consultant for each phase.

7.0 SUBMISSION OF PROPOSALS

- 7.1 One hard copy of the proposal signed by an authorized representative of the company, including name, title, address, and telephone number, no later than the quote submittal deadline (fax or email submittals will not be accepted).
- 7.2 The Court will only accept written proposals sent certified mailed or delivered via a traceable delivery service (such as FedEx, UPS, etc.) to:
Superior Court of California, County of Marin
Attention: Purchasing
3501 Civic Center Drive, Room 116
San Rafael, CA 94903
- 7.3 A bidder's proposal is an irrevocable offer for thirty (30) days following the deadline for its submission.

8.0 CONTACT WITH COURT

All questions or comments regarding this RFQ must be submitted via email to pbids@marincourt.org. At no time and under absolutely no circumstances shall bidders contact any Court personnel or anyone else in the State of California Judicial Branch prior to an award. Unauthorized contact regarding this solicitation with any Court personnel or anyone else in the State of California Judicial Branch may be cause for rejection of the bidder's response.

9.0 EVALUATION OF PROPOSALS

The Court will evaluate proposals using the following criteria:

100 Points Maximum

Points	Criteria
30	Credentials: Demonstrated expertise of the key personnel in relation to the scope of potential work; including relative degrees, licenses and certifications.
30	Experience: Demonstrated experience on similar assignments and quality of service provided to customers in the past.
25	Quality of Work Plan: The work plan should demonstrate methods and approach to the work and the ability to meet timeline requirements to commence and complete the project.
15	Reasonableness of Cost Projections: Proposed pricing information should be in line with the methods and approach followed and the scope of service.

10.0 ADDITIONAL REQUIREMENTS

It may be necessary to interview prospective consultants to clarify aspects of their submission. If conducted, interviews will likely be conducted by telephone conference call. The Court will notify prospective consultants regarding the interview arrangement.

11.0 PROPOSED CONTRACT TERMS

The requested services will be provided pursuant to terms substantially in the form of this RFQ's Sample Agreement, included in Attachment 2. Submittal of a quotation indicates that the bidder accepts these terms and conditions.

12.0 KNOWLEDGE OF REQUIREMENTS

The consultant is responsible to ensure that all information required to properly respond has been submitted or made available and all requirements are priced in the proposal. Failure to examine any document, drawing, specification, or instruction will be at the proposer's sole risk.

Bidders shall be responsible for knowledge of all items and conditions contained in their proposals and in this RFQ, including any Court issued clarifications, modifications, amendments, or addenda.

13.0 PAYMENT METHODS

The Court will not pay for services prior to delivery and acceptance of each Deliverable outlined in the Scope of Service. The Contractor shall not request nor shall the Court consider any reimbursement for non-production work including but not limited to time spent traveling to and from the job, nor will the Court pay for any overtime work. All fees and charges proposed should be inclusive of any and all anticipated travel, lodging, transportation, clerical support, materials, fees, overhead, profits, and other costs and/or expenses incidental to the performance of the specified requirements of this RFQ.

14.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

All materials submitted in response to this solicitation will become the property of Court and will be returned only at Court's option and at the expense of the bidder submitting the bid. One copy of a submitted bid will be retained for official files and become a public record. Any material that a bidder considers as confidential but does not meet the disclosure exemption requirements of the California Public Records Act (PRA) should not be included in the bidder's quotation as it may be made available to the public.

The Court will follow the intent of the California Public Records Act (PRA) in handling materials received by bidders. If a bidder's proposal contains material noted or marked as confidential and/or proprietary that, in the Court's sole opinion, meets the disclosure exemption requirements of the PRA, then that information will not be disclosed pursuant to a request for public documents. If the Court does not consider such material to be exempt from disclosure under the PRA, the material will be made available to the public, regardless of the notation or markings. If a bidder is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the PRA, then it should not include such information in its proposal.

15.0 REQUEST FOR CLARIFICATIONS OR MODIFICATIONS

15.1 Bidders interested in responding to this solicitation must submit ALL questions on procedural matters related to the RFQ or requests for clarification or modification of this RFQ via email to pbids@marincourt.org by the date and time indicated in the Key Events table in this RFQ. If the bidder is requesting a change, the request must set forth the recommended change and the bidder's reasons for proposing the change. Questions or requests submitted after the deadline will not be answered. Without disclosing the source of the question or request, a copy of all submitted questions and the Court's respective responses will be provided simultaneously via email to all potential bidders.

15.2 If a bidder submitting a proposal believes that one or more of the solicitation document's requirements is onerous or unfair, or that it unnecessarily precludes less costly or alternative solutions, the bidder may submit a written request that the solicitation document be changed. The request must set forth the recommended change and the bidder's reasons for proposing the change. Any such request must be submitted to pbids@marincourt.org by the date and time indicated in the Key Events table in this RFQ.

15.3 If a bidder's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the bidder may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the bidder must submit a statement explaining why the question is sensitive. If the Court concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the Court does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the bidder will be notified.

16.0 AMBIGUITY, DISCREPANCIES, OMISSIONS

If a bidder submitting a bid discovers any ambiguity, conflict, discrepancy, omission or other error in this RFQ, the bidder shall immediately provide notice of the problem and request that the RFQ be clarified or modified. Notice shall be submitted via e-mail to pbids@marincourt.org.

17.0 ADDENDA

The Court may modify this RFQ prior to the date fixed for submission of proposals by notifying potential proposers to whom the RFQ was sent and posting an addendum on the Court's website. If a potential proposer determines that an addendum unnecessarily restricts its ability to bid, it must notify the Court no later than one day following the posting of the addendum via email to pbids@marincourt.org.

18.0 WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS

A bidder may withdraw its proposal at any time prior to the deadline for submitting proposals by notifying the Court in writing of its withdrawal. The notice must be signed by the bidder. The bidder may thereafter submit a new or modified proposal, provided that it is received at the Court no later than the proposal due date and time listed in the key Events. Modifications offered in any other manner, oral, or written, will not be considered. Proposals cannot be changed or withdrawn after the proposal due date and time listed in the Key Events section of this RFQ.

19.0 DECISION AND AWARD OF CONTRACT

19.1 Questions regarding the Court's award of any business on the basis of proposals submitted in response to this solicitation document or on any related matter should be addressed to pbids@marincourt.org. The question will be forwarded to the appropriate contracting officer.

19.2 An evaluation team will review in detail all proposals that are received to determine the extent to which they comply with the requirements of the solicitation document. If a proposal fails to meet a material requirement, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with the requirements of the solicitation document. Material deviations cannot be waived. Immaterial deviations may cause a bid to be rejected.

- 19.3 Proposals that contain false or misleading statements may be rejected if in the Court's opinion the information was intended to mislead the Court regarding a requirement of the solicitation.
- 19.4 Pricing sheets will be checked only if a proposal is determined to be otherwise qualified. All figures entered on the pricing sheets must be clearly legible.
- 19.5 The Court will make a reasonable effort to execute any contract based on this solicitation document within thirty (90) days of selecting a proposal that best meets its requirements. However, exceptions taken by a bidder may delay execution of a contract.

20.0 RIGHTS

- 20.1 The Court reserves the right to reject any and all proposals, in whole or in part, as well as the right to solicit similar proposals in the future. This proposal is in no way an agreement, obligation, or contract and in no way is the Court responsible for the cost of preparing a project plan or the proposal. One copy of a submitted proposal will be retained for official files and becomes a public record.
- 20.2 The Court may reject any or all proposals and may or may not waive an immaterial deviation or defect in a bid. The Court's waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse a bidder from full compliance with solicitation document requirements. The Court reserves the right to accept or reject any or all of the items in the proposal, to award the contract in whole or in part and/or negotiate any or all items with individual bidders if it is deemed in the Court's best interest. Moreover, the court reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or against the best interests of the Court.
- 20.3 The Court reserves the right to determine the suitability of proposals for contracts on the basis of a proposal's meeting administrative requirements, technical requirements, its assessment of the quality of service and performance of items proposed and cost.

21.0 COURT PROJECT MANAGER

The Project Manager for this RFQ is named below:

Cynthia Alford
Superior Court of California, County of Marin
3501 Civic Center Drive, Room 116
San Rafael, CA 94903

22.0 PROTEST PROCEDURES

- 22.1 General: Failure of a vendor to comply with the protest procedures set forth in this section, will render a protest inadequate and non-responsive, and will result in rejection of the protest.

22.2 Prior to Submission of Request for Quote: An interested party that is an actual or prospective proposer with a direct economic interest in the procurement may file a protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a RFQ. Such protest must be received prior to the Statement Due Date and Time indicated on the cover sheet. The protestor shall have exhausted all administrative remedies discussed in this RFQ prior to submitting the protest. Failure to do so may be grounds for denying the protest.

22.3 After Award: A vendor submitting a RFQ may protest the award based on allegations of improprieties occurring during the RFQ evaluation or award period if it meets all of the following conditions:

- a. The vendor has submitted a RFQ that it believes to be responsive to the solicitation document;
- b. The vendor believes that its RFQ meets the administrative and technical requirements of the solicitation, proposes services of proven quality and performance, and offers a competitive cost; and,
- c. The vendor believes that the Court has incorrectly selected another vendor submitting a RFQ for an award.

Protests must be received no later than five (5) business days after the protesting party receives a non-award letter.

22.4 Form of Protest: A vendor who is qualified to protest should submit the protest to the Project Manager identified on the coversheet of this RFQ.

- a. The protest must be in writing and sent by certified or registered mail, or overnight delivery service (with proof of delivery), or delivered personally to the address noted above. If the protest is hand-delivered, a receipt must be requested.
- b. The protest shall include the name, address, telephone and facsimile numbers, and email address of the party protesting or their representative.
- c. The title of the solicitation document under which the protest is submitted shall be included.
- d. A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.
- e. The specific ruling or relief requested must be stated.

The Court, at its discretion, may make a decision regarding the protest without requesting further information or documents from the protestor. Therefore, the initial protest submittal must include all grounds for the protest and all evidence available at the time the protest is submitted. If the protestor later raises new grounds or evidence that was not included in the initial protest but which could have been raised at that time, the Court will not consider such new grounds or new evidence.

22.5 Determination of Protest Submitted Prior to Submission of RFQ: Upon receipt of a timely and proper protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a RFQ, the Court will provide a written determination to the protestor prior to the RFQ Due Date. If

required, the Court may extend the RFQ Due Date to allow for a reasonable time to review the protest. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the Court, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

22.6 Determination of Protest Submitted After Submission of RFQ: Upon receipt of a timely and proper protest, the Court will investigate the protest and will provide a written response to the vendor within a reasonable time. If the Court requires additional time to review the protest and is not able to provide a response within ten (10) business days, the Court will notify the vendor. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below. The Court, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the agreement.

22.7 Appeals Process: The Court's decision shall be considered the final action, unless the protesting party thereafter seeks an appeal of the decision by filing a request for appeal with the Court Executive Officer, at the same address noted on the coversheet of this RFQ, within five (5) calendar days of the issuance of the initial decision.

The justification for appeal is specifically limited to:

- a. Facts and/or information related to the protests, as previously submitted, that were not available at the time the protest was originally submitted;
- b. The initial decision contained errors of fact, and that such errors of fact were significant and material factors in the decision; or
- c. The initial decision was in error of law or regulation.

The vendor's request for appeal shall include:

- a. The name, address, telephone and facsimile numbers, and email address of the vendor filing the appeal or their representative;
- b. A copy of the initial decision;
- c. The legal and factual basis for the appeal; and
- d. The ruling or relief requested. Issues that could have been raised earlier will not be considered on appeal.

Upon receipt of a request for appeal, the Court Executive Officer will review the request and the initial decision and shall issue a final determination.

22.8 Protest Remedies: If the protest is upheld, the Court will consider all circumstances surrounding the procurement in its decision for a fair and reasonable remedy, including the seriousness of the procurement deficiency, the degree of prejudice to the protesting party or to the integrity of the competitive procurement system, the good faith efforts of the parties, the extent of performance, the cost to the Court, the urgency of the procurement, and the impact of the recommendation(s) on the Court. The Court may recommend any combination of the following remedies:

- a. Terminate the contract for convenience;
- b. Re-solicit the requirement;
- c. Issue a new solicitation;
- d. Refrain from exercising options to extend the term under the contract, if applicable;

- e. Award a contract consistent with statute or regulation; or
- f. Other such remedies as may be required to promote compliance.

End of RFQ

**ATTACHMENT 1
PRICING FORM**

Phase / Deliverable	Not to Exceed Amount
<p>1. Evaluation of existing telecommunications services, needs, and technologies.</p> <ul style="list-style-type: none"> • Document and understand current and historical costs. • Verify equipment and voice communication services. • Evaluate physical infrastructure, including cabling and pathways • Review data network design, conduct readiness survey for LAN/WAN. • Deliverable: Set of project management documents that inventory telephony systems and applications in place today, describing their usage, costs, limitations, challenges and capabilities. A site survey and fact finding process that will become basis for RFP process. 	\$
<p>2. User needs and business process analysis.</p> <ul style="list-style-type: none"> • Identify and document voice communications needs as expressed by Court. • Analyze business processes used by various departments and identify possible process improvements through the application of new voice communication technologies. • Tools to be used in this process include employee surveys, group meetings, and individual interviews. • Deliverable: Summaries of the results of surveys and interviews. Outline of technology solutions or approaches that can address identified needs. Forecasts of likely future costs. Observations and recommendations about possible advanced voice communications technology applications to transform business processes. 	\$
<p>3. Create RFP and manage RFP process.</p> <ul style="list-style-type: none"> • Create customized document soliciting proposals to meet the identified current and future needs of the court. • Issue RFP to qualified vendors. • Conduct mandatory bidders conference and site tour. • Summarize proposals for presentation the Court. • Based on established criteria rank the proposals received. • Negotiate final purchase agreement that includes a project plan for implementation of the new system. • Deliverable: Completed Purchase Agreement. 	\$

<p>4. Implementation</p> <ul style="list-style-type: none"> • Create master project plan that includes carrier services, internal and external communications, employees and staff training, and system installation. • Manage execution of project plan and oversee the chosen vendor's work in completing project plan on time and within budget. • Deliverable: Provide Project Management services to ensure the vendor delivers per the contract terms and that all components of the project are coordinated. 	\$
TOTAL AMOUNT	\$

Company Name:
Address:
City:
State:
Authorized Employee:
Title:
Date:
Signature:

End of Attachment 1

**ATTACHMENT 2
SAMPLE AGREEMENT**

Professional Services Agreement

(Information Services)

This Professional Services Agreement (this "Agreement"), dated as of May 1, 2009 (the "Effective Date") is entered into by and between _____ (referred to as "Contractor") and the **Superior Court of California, County of Marin** (the "Court").

Background

WHEREAS, the Court issued Request for Quote No. 09RFQ01 and determined that Contractor offered the best value to the Court for the requested service; and

WHEREAS, Contractor agreed to provide the specific services requested by the Court.

Agreement

The parties agree as follows:

1. **Services.** Contractor will provide the services and the Court will pay Contractor the fees as described in Exhibit A, which is called "Statement of Work."
2. **General Terms and Conditions.** The general terms and conditions for this Agreement are in Exhibit B, which is called "General Provisions."
3. **Definitions.** The capitalized terms in this Agreement have the meanings set forth in Exhibit C, which is called "Definitions."
4. **Term.**
 - 4.1 **Initial Term.** Subject to Exhibit C, Section 5, Defaults and Remedies, the Initial Term of this Agreement is the period beginning on the Effective Date and expiring on December 31, 2009.
 - 4.2 **Options to Renew.** Contractor grants Court the option to extend this Agreement beyond the Initial Term if, in the Court's sole opinion, it becomes necessary to do so to complete the Work. To exercise the option years, the Court will notify Contractor in writing before expiration of the current term and the parties will execute a written amendment to this Agreement.

5. Entire Agreement. Exhibits A, B, C and D and any schedules attached to the exhibits are a part of this Agreement. This Agreement contains the entire understanding between the Court and Contractor related to this matter, and this Agreement supersedes all previous agreements between the parties to Contractor’s services. If any conflict or inconsistency exists between any of the Exhibits, the terms and conditions of the Exhibits shall take precedence in the following order of priority: Exhibit C, General Provisions; Exhibit D, Definitions; Exhibit B, Payment Provisions; and Exhibit A, Statement of Work, unless both parties expressly agree that any term or condition shall take precedence over any conflicting or contrary term or condition.

Signatures

CONTRACTOR	SUPERIOR COURT OF CALIFORNIA, COUNTY OF MARIN
Signature:	Signature:
Print name:	Print Name:
Title:	Title:
Date:	Date:

EXHIBIT A
STATEMENT OF WORK

To be completed at time of Contract Award

End of Exhibit A

EXHIBIT B
PAYMENT PROVISIONS

Payment provisions will be based on Contractor's proposal and will be completed at time of Contract Award

1. Compensation

1.1 Fees

1.2 Contractor will not bill for services and Court will not pay for services prior to delivery and acceptance of each Deliverable outlined in the Scope of Work.

1.3 Total Compensation. The fees and amounts set forth in Section 1.1 Fees, of this Exhibit B, shall be the total complete Compensation to be paid to Contractor for the Work performed under this Agreement. Contractor shall bear, and the Court shall have no obligation to pay or reimburse Contractor for, any and all other fees, costs, profits, taxes or expenses of any nature which Contractor incurs in performing the Work.

2. Invoicing and Payment.

2.1 Contractor must submit invoices to the Court monthly, for Work performed and accepted. Contractor will include a workload report in the form specified by the Court from time-to-time.

2.2 Invoices will clearly indicate the following:

(A) The Agreement number;

(B) A unique invoice number;

(C) Contractor's name and address;

(D) Taxpayer identification number (Contractor's federal employer identification number);
and

(E) Preferred remittance address, if different from the mailing address.

(F) Number of hours worked, billing rate and the applicable phase of the project.

(G) Sales tax, if applicable, will be billed as a separate line item on the invoice.

2.4 Payment does not imply acceptance of Contractor's invoice or Work, and Contractor will immediately refund any payment made in error. At its option, Court may offset the amount disallowed from any payment due or that may become due to the Contractor under this Agreement or any other agreement.

2.5 Contractor shall submit one (1) original and two (2) copies of invoices to the Court Project Manager at the address indicated on Page 1 of this Agreement.

2.6 Invoices or vouchers not on printed bill heads shall be signed by Contractor or the person furnishing the supplies or services.

3. Availability of Funds. The Court's funding comes from the State of California and is subject to annual budget appropriations. If the State of California does not make funds available the Court will not be able to pay Contractor. The Court will notify Contractor if funds become unavailable or limited during the term of this Agreement. This clause will not relieve the Court from payment for any Work performed or delivered prior to receipt of such notice.

4. Expenses and Taxes. Contractor must pay all fees, fines, income taxes, or other costs of doing business related to performing the Work; provided, however, the Court shall be responsible to pay all sales and property taxes and assessments upon the Work required in connection with the purchase and ownership of the Work. The Court will not withhold any taxes on Contractor's behalf, such as social security taxes or income tax. If the Internal Revenue Service or any other federal or State governmental agency inquires about Contractor's status as an independent contractor, Contractor must inform the Court and allow the Court to participate in any discussion or negotiation with the agency.

End of Exhibit B

EXHIBIT C
GENERAL PROVISIONS

1. PROFESSIONAL SERVICES

- 1.1 Initial Services.** The Court hereby retains Contractor's services to perform and complete all of the Work described in the SOW, and Contractor accepts such appointment and agrees to perform the Work in a timely manner in accordance with the terms and conditions set forth in this Agreement and the applicable SOW.
- 1.2 Additional Services.** The Court may from time-to-time during the term of this Agreement request Contractor undertake additional Works. Unless otherwise agreed by the Court a description of the additional Works shall be set out in a separate SOW referencing this Agreement and such Works shall be governed by the terms and conditions of this Agreement.
- 1.3 Acceptance.** All Work performed by Contractor under this Agreement is subject to written acceptance by the Court for conformity with the Acceptance Criteria set forth in the applicable SOW, if any, or as otherwise agreed by the Court.
- 1.4 Unacceptable Work.** If the Court reasonably determines that the Work does not conform to the Acceptance Criteria, or is otherwise unacceptable, the Court may provide Contractor with written notice of such failure. Contractor will have ten (10) business days from receipt of written notice to correct the defects and conform the Work to the Acceptance Criteria. Contractor will re-submit the Work and the Court will re-apply the Acceptance Criteria to determine whether to accept the Work, repeating such process until the Court issues a written acceptance of the Work. If the Court rejects any Work two (2) times or more, it will have the right to terminate this Agreement, or the applicable SOW, at no expense to the Court, as further set forth in Section 6, Termination; Effect of Expiration or Termination, of this Exhibit C.
- 1.5 Prior Work.** Any work performed by Contractor pursuant to Court's authorization but before execution of this Agreement or the applicable SOW will be considered as having been performed subject to the provisions of this Agreement.
- 1.6 Changes in Work.**
- (A) The Court reserves the right to require Contractor make changes in the Work, which may include additions, deletions, or modifications to the Work, or changes in the timing or level of effort for the Work. Contractor may also request additions, deletions or modifications to the Work, subject to the Court's prior written approval.
- (B) For any change proposed under Section 1.6(A) of this Exhibit C, Contractor agrees to submit to the Court:
- (1) a description of the proposed change and the reasons for the change;
 - (2) a description of the total compensation to be paid to Contractor for undertaking the change, with a breakdown of tasks and costs, including any reduction in work or costs resulting from the change; and

- (3) a statement of the expected impact on the schedule for completing the Work.
- (C) With respect to any change requested by the Court, if the Court agrees to the terms submitted by Contractor under Section 1.6(B) of this Exhibit C, Contractor shall be obligated to undertake such change following execution of a written amendment. With respect to any change requested by Contractor, Contractor may undertake such change only if the Court agrees in writing to the terms submitted under Section 1.6(B) of this Exhibit C.
- (D) If the Court does not agree to the terms of a change, Contractor will proceed diligently with the Work as agreed upon previously, unless otherwise directed by the Court, and any continuing disagreement will follow the dispute resolution process set forth in Section 1.8, Dispute Resolution, of this Exhibit C. Contractor shall not proceed with any change prior to receiving a written directive or written amendment executed by the Court. All costs for changes performed by Contractor without the Court's prior written approval will be at Contractor's sole risk and expense.

1.7 Stop Work.

- (A) The Court may, at any time, by delivery of a written order to stop work (a "Stop Work Order"), require Contractor to stop any or all of the Work, for 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.
- (B) Upon receipt of the Stop Work Order, Contractor will immediately comply with its terms and take all reasonable steps to minimize the costs incurred to the Court during the applicable period during which the Work is stopped. Within ninety (90) days after a Stop Work Order is delivered to Contractor, or within any mutually agreed extension of that period, the Court will either cancel the Stop Work Order or terminate the Work, as provided in Section 6, Termination; Effect of Expiration or Termination, of this Exhibit C.
- (C) If a Stop Work Order is cancelled, or the period of the Stop Work Order or any extension thereof expires, Contractor will resume Work. The Court may make an equitable adjustment in the delivery schedule, the amount payable hereunder, or both, if (a) the Stop Work Order increases Contractor's costs or the time required for performance; and (b) Contractor asserts its right to an equitable adjustment within thirty (30) days after the end of the cancellation or expiration of the Stop Work Order.
- (D) If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated other than for cause, the Court may allow reasonable costs resulting from the Stop Work Order.
- (E) The Court will not be liable for Contractor's loss of profits due to a Stop Work Order.

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

- (A) **Escalation.** If a dispute remains unresolved following written notice by either party, each party's Chief Executive Officer ("CEO") or designated representative will meet to exchange

information and attempt resolution within fifteen (15) days of the effective date of the notice.

- (B) If the matter is not resolved as set forth in subsection A above, the aggrieved party will submit a second written notice which will:
- (1) provide detailed factual information;
 - (2) identify the specific provisions in this Agreement on which any demand is based;
 - (3) advise if the demand involves a cost adjustment and, if so, provide the exact amount, accompanied by all supporting records; and
 - (4) attach a declaration that the demand is made in good faith, the supporting data are accurate and complete, and the amount requested properly reflects the necessary adjustment. Notice will be signed by an authorized representative of the aggrieved party.
 - (5) Each party will comply with reasonable requests for additional information. Any additional information will be provided within fifteen (15) days after receipt of a written request, unless otherwise agreed.
- (C) **Confidentiality During Dispute Resolution.** All dispute resolution negotiations are considered confidential, and will be treated as compromise and settlement negotiations, to which California Evidence Code § 1152 applies.
- (D) Pending final resolution of any dispute, Contractor agrees to proceed diligently with the performance of the Work, including Work associated with the dispute, unless otherwise directed by Court. Contractor's failure to diligently proceed in accordance with Court's instructions will be considered a material breach of this Agreement.

2. Representations and Warranties.

2.1 Contractor's Representations and Warranties. Contractor represents and warrants that the following statements are true:

- (A) **Services Warranty.** Contractor represents and warrants that the services rendered and Work performed under this Agreement and attached SOWs will be performed in a competent and professional manner with requisite skill and diligence consistent with professional standards for the industry and type of work being performed, and in compliance with all applicable laws, rules and regulations. Contractor further warrants and represents that each of its employees, subcontractors, and agents assigned to perform the Work under any SOW shall possess the training, background, and skills reasonably commensurate with the level of performance required under such SOW. Contractor hereby acknowledges that the Court is relying upon the accuracy, competence, and completeness of the services and Work to be performed hereunder by Contractor.
- (B) **Deliverables Warranties.** Contractor represents and warrants that all Work provided hereunder shall conform to the requirements of this Agreement and the applicable SOW, and that such Work will be free from all defects in materials and workmanship, and, to the

extent not manufactured pursuant to detailed designs furnished by the Court, free from defects in design. Court's approval of designs or specifications furnished by Contractor will not relieve Contractor of its obligations under this warranty.

- (C) **Non-Infringement.** Contractor represents and warrants that its owns, or are authorized to use for its own and the Court's benefit, all intellectual property rights used and to be used in connection with providing and/or performing the Work, or in the Court's quiet enjoyment and use of the Work, and that all Work to be provided hereunder will not and does not infringe upon the intellectual property rights of any third party.
- (D) **Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 2.1, CONTRACTOR'S REPRESENTATIONS AND WARRANTIES, CONTRACTOR MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH REGARD TO THE SUBJECT MATTER HEREOF, AND CONTRACTOR IS NOT BOUND BY ANY REPRESENTATION OR INDUCEMENT NOT SET FORTH HEREIN.
- (E) **No Gratuities.** Contractor 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.
- (F) **No Conflict of Interest.** Contractor has no interest that would constitute a conflict of interest under California Government Code section 1090 *et seq.*, or section 87100 *et seq.*, or under California Rules of Court 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities. Contractor further agrees that it has no interest that would directly or indirectly conflict in any manner with its ability to fully and completely perform the Work of this Agreement.
- (G) **No Interference with other Agreements.** This Agreement does not constitute a conflict of interest or default under any other of Contractor's other agreements.
- (H) **No Litigation.** No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened which may adversely affect Contractor, Contractor's business, financial condition, or the Work to be performed under this Agreement. Contractor will provide the Court with notice of any such claim or complaint filed against it in connection with any Work provided by Contractor under this Agreement or otherwise.
- (I) **Drug Free Workplace.** Contractor provides a drug-free workplace as required by California Government Code sections 8355-8357.
- (J) **Work Eligibility.** Contractor's personnel assigned to perform the Work of this Agreement are able to work legally in the United States and possess valid proof of work eligibility.

(K) Compliance with Laws.

- (1) General.** Contractor is in compliance in all material respects with all laws, rules and regulations applicable to its business, and pays all undisputed debts when they come due.
- (2) Specific.**
 - (a) Non-discrimination.** Contractor does not unlawfully discriminate in employment practices or delivery of services because of age (40 and over), ancestry, color, creed, disability (mental and physical) including HIV and AIDS, marital and domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, veteran status, sex (including gender identity), sexual orientation, or any other basis prohibited by law.
 - (b) No Harassment.** Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom it may interact in the performance of this Agreement. Contractor takes all reasonable steps to prevent harassment from occurring.
 - (c) Employment and Labor Laws.** Contractor also complies with the federal Americans with Disabilities Act (42 U.S.C. 12101, *et seq.*), California's Fair Employment and Housing Act, California Government Code section 12990 *et seq.*, and California Code of Regulations, title 2, section 7285 *et seq.*

2.2 Representations and Warranties to Remain True. During the term of this Agreement, Contractor will not take an action, or omit to perform any act, that may result in a representation and warranty becoming untrue. Contractor will promptly notify the Court if any representation and warranty becomes untrue.

3. Indemnity. To the fullest extent permitted by law, Contractor will indemnify, hold harmless, and defend (with counsel satisfactory to the AOC) the Court, including Judicial Branch Entities and Judicial Branch Personnel, from and against any and all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorneys' fees, arising or resulting from, or in connection with, Contractor's performance of this Agreement, including, but not limited to, the use of Contractor's facilities or equipment provided by Court or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on Court, except where such claim, damage, loss, judgment, liability or expense is the result of the active negligence or willful misconduct of Court and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employees. Contractor's obligation to defend, indemnify, and hold harmless is not limited to, or restricted by, any requirement in this Agreement regarding Contractor.

4. Insurance.

4.1 Contractor will purchase and maintain during the term of this Agreement the minimum insurance set forth below, at its own expense. Contractor shall assess its own risks and if it deems

appropriate and/or prudent, maintain greater limits and/or broader coverage. If any required insurance is written on a “claims made” form, Contractor must maintain the coverage continuously throughout the term of this Agreement, and, without lapse, for three years beyond the Termination Date. The retroactive date or “prior acts inclusion date” of any “claims made” policy must be no later than the date that Work begins under this Agreement.

- (A) **Commercial General Liability.** The policy must cover premises operations, broad-form property damage, personal-injury hazards, and contractual liability, at minimum limits of \$1 million per occurrence, combined single limit;
- (B) **Workers’ Compensation and Employer’s Liability.** The policy must meet minimum requirements of the California Labor Code, and it must cover bodily-injury and property-damage at minimum limits of \$1 million per accident or disease;
- (C) **Commercial or Business Automobile Liability.** This policy must cover bodily-injury and property-damage liability and be applicable to all vehicles used in the performance of Work under this Agreement. The minimum liability limit must be \$1 million per occurrence, combined single limit; and
- (D) **Umbrella Policies.** Contractor may satisfy basic coverage limits through any combination of basic coverage and commercial umbrella liability insurance.
- (E) **Aggregate Limits of Liability.** Any annual aggregate liability limits applicable to Contractor’s insurance may not be less than two times the minimum insurance coverage for each policy required under this Agreement.
- (F) **Deductibles and Self-Insured Retentions.** Contractor will notify Court in writing all deductibles and self-insured retentions that exceed \$100,000 per occurrence. Any increases in deductibles or self-insured retentions that exceed \$100,000 per occurrence are subject to Court’s approval. Deductibles and self-insured retentions do not limit Contractor’s liability.
- (G) **Additional Insured Status.** Contractor shall require its commercial general liability insurer, commercial automobile insurer and its commercial umbrella liability insurer to name the Court, including Judicial Branch Entities and Judicial Branch Personnel, as additional insureds with respect to liability arising under this Agreement.
- (H) **Certificates of Insurance.** Before performing Work, Contractor shall deliver to Court certificates of insurance attesting to the existence of coverage and providing that the policies may not be canceled, terminated or amended to reduce coverage without thirty (30) days’ prior written notice to Court.
- (I) **Qualifying Insurers.** For insurance to satisfy the requirements of this section, all required insurance must be issued by an insurer with an A.M. Best rating of A - or better approved to do business in the State of California.
- (J) **Required Policy Provisions.** Each policy must provide, as follows:
 - i. Insurance Primary; Waiver of Subrogation. The basic coverage provided by the policy is primary and non-contributory with any insurance or self-insurance maintained by Judicial Branch Entities and Judicial Branch Personnel, and the

insurer waives any and all rights of subrogation against Judicial Branch Entities and Judicial Branch Personnel; and

- ii. Separation of Insureds. The commercial general liability policy and, if applicable, the commercial umbrella liability policy, applies separately to each insured against whom a claim is made and/or a lawsuit is brought, to the limits of the insurer's liability;

(K) Subcontractors. All subcontractors used by Contractor to perform Work under this Agreement must comply with the insurance requirements of this Section 4, Insurance.

(L) Consequences of Lapse. If required insurance lapses during the term of this Agreement, Court will not be required to process invoices after such lapse until it receives satisfactory evidence of reinstatement that is effective as of the lapse date. Lapse of coverage required by the Agreement constitutes an event of default.

5. Default and Remedies.

5.1 Default. A default exists under this Agreement if Contractor:

- (A) makes a material misrepresentation in writing; or
- (B) fails or is unable to meet or perform any material promise in this Agreement, and
 - (1) is incapable of curing this failure, or
 - (2) does not cure this failure within thirty (30) days following notice.

5.2 Notice. Contractor will notify the Court immediately if Contractor defaults, or if a third party claim or dispute is brought or threatened that alleges facts that would constitute a default, under this Agreement. Such notice will be provided as described in Section 8, Notices, of this Exhibit C.

5.3 Remedies.

- (A) **Available Remedies.** In the event of a default, the Court may do any of the following:
 - (1) require Contractor to enter into non-binding mediation;
 - (2) terminate this Agreement in accordance with this Exhibit C; and
 - (3) seek any other available remedy at law or in equity.
- (B) **Remedies Cumulative.** All remedies provided in this Agreement may be exercised individually or in combination with any other available remedy.

6. Termination; Effect of Expiration or Termination

6.1 Early Termination.

- (A) The Court may terminate this entire Agreement immediately "for cause" if Contractor is in default. The Court may also limit Contractor's Work and, proportionately, compensation, if:
 - (1) the Court determines that having Contractor provide the Work has become infeasible due to changes in applicable laws or regulations, or

- (2) expected or actual funding to compensate Contractor is withdrawn, reduced or limited.
- (B) The Court may terminate this entire Agreement, with or without cause, by giving Contractor sixty (60) days' notice.
- (C) This entire Agreement will terminate immediately without further action of the parties upon the death, or temporary or permanent incapacity, of a natural person who is a party to this Agreement or a general partner of a partnership that is a party to this Agreement.
- (D) In the event a federal or State agency concludes that an independent contractor relationship does not exist, either Contractor or the Court may terminate this Agreement immediately upon written notice.

6.2 Effect of Expiration and Early Termination; Survival.

- (A) Upon the Termination Date:
 - (1) The Court will be released from compensating Contractor for Work, other than those Contractor satisfactorily performed before the Termination Date. The Court will be released from any indirect costs.
 - (2) The Contractor will be released from performing additional Work.
- (B) All rights and duties in this Exhibit C will survive the expiration or termination of this Agreement, except for promises regarding the maintenance of insurance in Sections 4, Insurance.

7. Assignment and Subcontracting. This is an agreement for Contractor's services specifically. The Court has relied on Contractor's skills, knowledge, experience and training as an inducement to enter into this Agreement. Contractor shall not assign this Agreement, either in whole or in part, without the Court's prior consent in the form of a written amendment to this Agreement, nor shall Contractor subcontract any of the Work to be provided under this Agreement, without the Court's prior written consent in the form of a written amendment to this Agreement. No permitted assignment or subcontract will release either party of its duties under this Agreement. This Agreement shall be binding upon and inure to the benefit of successors and assigns of the parties. Any attempted assignment in violation of this clause shall be null and void.

8. Notices. Notices under this Agreement must be in writing. Notices can be delivered in person, via a reputable express carrier, or by registered or certified mail (postage pre-paid) to the address provided in the signature section at the beginning of this Agreement. Notice is effective on receipt; however, any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified will be deemed effective as of the first date that the notice was refused, unclaimed, or deemed undeliverable. Either party may change its address for receipt of notice by giving notice at any time to the other party in the manner permitted by this Section 8.

9. Miscellaneous Provisions; Interpretation.

9.1 Independent Contractor. Contractor is an independent contractor to the Court. No employer-employee, partnership, joint venture, or agency relationship exists between the Court and Contractor. Nothing Contractor does, or fails to do, will make Contractor an employee of the

Court. The Court will not provide to Contractor the benefits that it gives to employees, such as unemployment compensation or insurance, vacation pay, sick leave, retirement benefits, social security benefits, or disability insurance benefits. Contractor will determine the specific methods, details, and means of performing the Work of this Agreement within the Court's standard operating procedures and professional standards such Work. The Court shall be obligated to review Contractor's performance only to the extent required by law and the California Rules of Court. The Court shall not otherwise control or direct the methods, details and means by which Contractor shall perform the Work of this Agreement.

9.2 Background Checks. Contractor will cooperate with the Court if the Court decides to perform background checks on Contractor or any of its officers, employees, agents, or subcontractors, by providing, at no additional cost, all releases, waivers and permissions requested by the Court.

9.3 Audit and Ownership.

(A) **Audit.** Contractor will allow the Court and its designees to review and audit Contractor's documents and records relating to performance of this Agreement. Contractor will correct errors and deficiencies by the 20th day of the month following the review or audit.

(B) **Ownership.** Contractor assigns to the Court exclusive ownership of all materials Contractor collects and produces in connection with the performance of this Agreement. Upon the Termination Date (subject to any mutually agreed period of continuation of Work), or upon notice from the Court at any time, Contractor will deliver all original materials to the Court or to another party at Court's direction. Contractor will maintain all other materials related to performance of this Agreement in an accessible location and condition for a period of not less than four (4) years after the later of:

(1) The date when Contractor receives final payment under this Agreement; and

(2) The date when the parties resolve the findings of any final audit.

(C) **Copies.** Contractor may retain copies of any original documents provided to the Court.

9.4 Confidential Information, Publicity.

(A) **Confidential Information.** Contractor agrees to hold in confidence the following Confidential Information:

(1) The terms and conditions of this Agreement;

(2) All information that the Court discloses to Contractor, including all officers, employees, agents and subcontractors of Contractor; and

(3) All information to which Contractor gains access to while performing the Work of this Agreement.

Confidential Information does not include any information that Contractor can demonstrate has been made available to the public (other than through a breach of this Agreement). As between the parties, the Court owns the Confidential Information, and the Court authorizes Contractor to use it only for purposes of performing this Agreement. Contractor may disclose Confidential Information only on a "need-to-know" basis to its officers,

employees, agents and subcontractors who have also executed confidentiality agreements that protect the Confidential Information to the same extent as this Section 9.4. Contractor may also disclose Confidential Information to the extent necessary to comply with law, provided Contractor gives the Court advance notice.

(B) Publicity. Contractor will not make any public announcement or press release about this Agreement without the Court's written approval.

(C) Specific Performance. Contractor understands a default under this Section 9.4 may result in irreparable damage for which no adequate remedy may be available. Accordingly, injunctive or other equitable relief will be a remedy available to the Courts without any requirement of posting bond.

9.5 Jurisdiction and Choice of Law. Jurisdiction for any dispute resolution action arising out of this Agreement shall be in the state or federal courts of California, and shall be governed by the laws of the State of California without regards to its conflicts-of-law provisions.

9.6 Negotiated Agreement. 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.

9.7 Amendment and Waiver. No amendment to this Agreement will be effective unless in writing and signed by both parties. A party's waiver of enforcement of any of this Agreement's terms or conditions will be effective only if in writing. A party's specific waiver will not constitute a waiver by that party of any earlier, concurrent, or later breach or default.

9.8 Authority and Binding Effect. Each party warrants it has the authority to enter into this Agreement, it may perform the matters provided for in this Agreement, and its representative who signs this Agreement has the authority to do so. Each party warrants this Agreement constitutes a valid and binding obligation of the party, enforceable in accordance with its terms.

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

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

9.11 Time of the Essence. Time is of the essence in the performance of Work under this Agreement. The term "day" in this Agreement refers to a calendar day unless otherwise specified.

9.12 Counterparts. This Agreement may be executed in counterparts, each of which is considered an original.

End of Exhibit C

EXHIBIT D
DEFINITIONS

(Information Services)

As used in this Agreement, the following terms have the indicated meanings:

“Acceptance Criteria” means any specifications, requirements, or criteria set forth in the SOW which the Work is required to meet, and if not expressly set forth in the SOW, then it shall mean the Court’s reasonable expectations regarding the performance of the Work as described in the SOW.

“AOC” means the Administrative Office of the Courts, the staff agency to the Judicial Council of California.

“Compensation” means all remuneration owed to Contractor in respect of Work, and shall be construed to cover all professional fees, direct costs, indirect costs (including overhead expenses), profit, and taxes that Contractor incur in performing the Work.

“Confidential Information” is defined in Exhibit C, Section 9.4.

“County” means the location and local jurisdiction in which the Court is located.

“Court” means the Superior Court of California that is a party to this Agreement.

“Effective Date” means the date first stated in this Agreement.

“Initial Term” is defined in Exhibit A, Section 4.1.

“Judicial Branch Entity” has the meaning stated in Government Code sections 900.3 and 940.3: any superior court, court of appeal, the Supreme Court, the Judicial Council, or the Administrative Office of Courts; and these entities comprise the “Judicial Branch.”

“Judicial Branch Personnel” means judges, judicial officers, subordinate judicial officers, directors, officers, members, employees, agents, consultants and volunteers of a Judicial Branch Entity.

“Judicial Council” means the Judicial Council of California, the policymaking body of the State court system.

“Option Period” is defined in Exhibit A, Section 4.2.

“State” means the state of California.

“Statement of Work” or “SOW” means the Statement of Work attached hereto as Exhibit A, including any subsequently executed Statements of Work executed by the parties and intended to be governed by the terms and conditions set forth in this Agreement.

“Term” comprises the Initial Term and the Option Period.

“Work” means those services, deliverables and tasks described in the SOW.

“Termination Date” means the date when this Agreement expires or is validly terminated.

End of Exhibit D