



Attachment H to RFP
OCCM-2011-09-CC

Sample Agreement

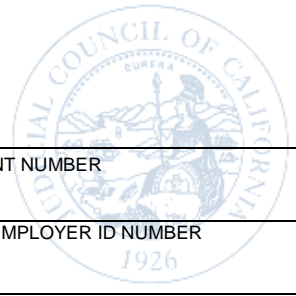
Title, Escrow, and Related Services



ADMINISTRATIVE OFFICE
OF THE COURTS

OFFICE OF COURT CONSTRUCTION
AND MANAGEMENT

JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS
STANDARD AGREEMENT COVERSHEET



AGREEMENT NUMBER
FEDERAL EMPLOYER ID NUMBER 1926

1. In this Agreement, the term "Contractor" refers to **[Contractor name]**, and the terms "AOC" and "State" refer to the Judicial Council of California, Administrative Office of the Courts.

2. This Agreement becomes effective as of **[Date]** (the "Effective Date") and expires on **[Date]**.

3. The maximum amount that the AOC may pay Contractor under this Agreement is **[\$Dollar amount]**.

4. The purpose of this Agreement:

The purpose of this Agreement is to set forth the terms and conditions that apply to Contractor's furnishing of title, escrow, and related services to the State. The State is not obligated to encumber funds as a result of entering into this Agreement with the Contractor, nor is it obligated to issue any number of Work Authorizations. Except as expressly provided in the Agreement, no liability shall attach to the State by reason of entering into this Agreement.

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

5. The parties agree to the terms and conditions of this Agreement and acknowledge that this Agreement (made up of this coversheet, the following exhibits, and any attachments) contains the parties' entire understanding related to the subject matter of this Agreement. If there are any inconsistent terms in the exhibits, the following is the descending order of precedence: 1) Exh., E (*Work Authorization Form*); 2) Exh. C (*Work Author. Process & Payment Provisions*), Exh. D (*Work to be Performed*), B (*Special Provisions*), and A (*Standard Provisions*).

Exhibit A – Standard Provisions

Exhibit D – Work to be Performed

Exhibit B – Special Provisions

Exhibit E - Work Authorization Form

Exhibit C – Work Authorization Process and Payment Provisions

AOC'S SIGNATURE	CONTRACTOR'S SIGNATURE
Judicial Council of California, Administrative Office of the Courts	CONTRACTOR'S NAME <i>(if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.)</i>
BY <i>(Authorized Signature)</i> 	BY <i>(Authorized Signature)</i>
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING
ADDRESS 455 Golden Gate Avenue San Francisco, CA 94102	ADDRESS

Administrative Office of the Courts Use Only

Fund Title	Program/ Category	Item	Chapter	Statute	Fiscal Year	Object of Expenditure	Amount

Amount Encumbered by this Document:	Prior Amount Encumbered for this Contract:	Total Amount Encumbered to Date:
\$0.00	\$0.00	\$0.00

I hereby certify upon my own personal knowledge that budgeted funds are available for the period of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER 	DATE
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ATTACHMENT H TO RFP

EXHIBIT A

**TO STATE OF CALIFORNIA STANDARD AGREEMENT
STANDARD PROVISIONS**

1. Indemnification

Contractor agrees, to the fullest extent permitted by law, to indemnify, defend (with counsel satisfactory to the AOC), and hold harmless (collectively, "Indemnify") the State, the Judicial Council of California, the Administrative Office of the Courts, the State's trial courts, appellate courts, justices, judges, subordinate judicial officers, court executive officers, court administrators, and any and all of their officers, agents, contractors, representatives, volunteers and employees (individually, an "Indemnified Party") from any and all claims, lawsuits, losses, costs (including attorney fees and costs), liabilities, and damages arising from, related to or in connection with, in whole or in part, any of the following:

- (a) Contractor or any of its employees' or Subcontractor's negligent acts, omissions, or intentional misconduct;
- (b) Contractor's breach of its obligations under this Agreement;
- (c) Contractor or any of its employees' or Subcontractor's violation of any applicable law, rule, or regulation; and/or
- (d) Any claim or lawsuit by any third party, contractor, Subcontractor, supplier, worker, or any other person, firm, or corporation furnishing or supplying Work, Services, Materials, or supplies in connection with the performance of this Agreement who may be injured or damaged by the Contractor or any of its Subcontractors, or employees when such claim arises from, is related to, or is in connection with Contractor's performance under this Agreement.

This article does not require the Contractor to Indemnify an Indemnified Party for such portion of any loss, cost, liability, or damage that arises solely from the negligence or intentional misconduct of the Indemnified Party.

2. Relationship of Parties

Contractor and its employees and Subcontractors, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

3. Termination for Cause

The State may terminate this Agreement and be relieved of the payment of any consideration to Contractor for any Work not yet completed and accepted if Contractor fails to perform as specified in this Agreement at the time and in the manner provided. If the

Agreement is terminated, the State may proceed with the Work in any manner it deems proper. The cost to the State to perform the Work shall be deducted from any sum due Contractor under this Agreement or any other agreement, and the balance, if any, shall be paid to Contractor upon demand.

4. No Assignment

Without the written consent of the State, Contractor shall not assign this Agreement in whole or in part.

5. Time of Essence

Time is of the essence in this Agreement.

6. Validity of Alterations

Alteration or variation of the terms of this Agreement shall not be valid unless made in writing and signed by the parties, and an oral understanding or agreement that is not incorporated shall not be binding on any of the parties.

7. Consideration

The consideration to be paid to Contractor under this Agreement shall in no event exceed the Contract Amount. Contractor shall be paid in accordance with the Payment Provisions set forth in Exhibit "C" of this Agreement. The State's payments to Contractor pursuant to this section shall constitute full compensation for all of Contractor's time, materials, costs and expenses incurred in the performance of this Agreement.

END OF EXHIBIT A

ATTACHMENT H TO RFP

EXHIBIT B
TO STATE OF CALIFORNIA STANDARD AGREEMENT
SPECIAL PROVISIONS

1. Definitions

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

- A. “**Acceptance**” means the written acceptance issued to Contractor by the AOC’s Project Manager after Contractor has completed a Deliverable, in compliance with this Agreement, including without limitation, Exhibit D, Work to be Performed.
- B. “**Administrative Director**” refers to that individual or authorized designee, empowered by the State to make final and binding executive decisions on behalf of the State.
- C. “**Amendment**” means a written document issued by the State and signed by Contractor which alters the Agreement and which identifies the following: (1) a change in the Work (as defined below); (2) an adjustment to the Agreement terms.
- D. “**AOC’s Project Manager**” means the AOC’s Project Manager named in the “Notices” section of this Exhibit B; except that, in the case of Work performed under a specific Work Authorization, the AOC Project Manager is the AOC Project Manager named on that Work Authorization form.
- E. “**Business Day**” means days of the week excluding Saturday and Sunday, as well as Contractor’s pre-established and published holidays applicable to its employees.
- F. “**Confidential Information**” means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the State’s business or the business of its constituents. Confidential Information does not include (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information that is independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.
- G. The “**Agreement**” constitutes the entire integrated agreement between the State and Contractor, and includes the Contract documents incorporated by reference into a fully executed State Standard Agreement form. The term “**Contract**” may be used interchangeably with the term “**Agreement**.”

- H. **“Contract Amount”** means the total amount encumbered under this Agreement for payment by the State to Contractor for performance of all Work and reimbursement of all expenses, in accordance with the Contract documents.
- I. The **“Contractor”** means the individual, association, partnership, firm, company, consultant, corporation, affiliates, or combination thereof, including joint ventures, contracting with the State to do the Contract Work. Contractor is one of the parties to this Agreement.
- J. **“Court(s)”** or **“Trial Court(s)”** means one or more of the fifty-eight (58) superior courts in the California state trial court system
- K. **“Data”** means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
- L. **“Day”** means calendar day, unless otherwise specified.
- M. **“Deliverable(s)”** means and includes any tangible item provided or to be provided under this Agreement, including written reports. Services may be performed in pursuit of providing Deliverable(s); however, a Deliverable may not consist solely of the performance of Services.
- N. **“Deliverable Basis”** means that the Services provided shall result in the provision of a Deliverable or Deliverables.
- O. **“Expenses”** means and includes both Travel and Living Expenses and Reimbursable Expenses.
- P. **“Firm Fixed Price”** means a single fixed amount or amounts designated as payment for a Deliverable or Deliverables.
- Q. **“Firm Fixed Price Basis”** means that the Contractor shall receive, as full and complete compensation for the provision of Deliverable(s), Firm Fixed Price(s), which shall constitute complete compensation for all costs, expenses, and efforts incurred by Contractor in provision of the Deliverable(s).
- R. **“Force Majeure”** means a delay which impacts the timely performance of Work which neither Contractor nor the State are liable because such delay or failure to perform was unforeseeable and beyond the control of the party. Acts of Force Majeure include, but are not limited to:
- Acts of God or the public enemy;
 - Acts or omissions of any government entity;
 - Fire or other casualty for which a party is not responsible;
 - Quarantine or epidemic;
 - Strike or defensive lockout; and,
 - Unusually severe weather conditions.

- S. **“Hourly Basis”** means that Contractor shall be paid at an hourly rate for each such hour of authorized Work actually performed.
- T. **“Key Personnel”** refers to Contractor’s personnel or personnel of Subcontractors named in this Agreement, whom the State has approved to perform specific Work. Work and roles of Key Personnel are as set forth in this Agreement.
- U. **“Material”** means all types of tangible personal property, including but not limited to reports, goods, supplies, equipment, commodities, and information and telecommunication technology.
- V. **“Notice”** means a written document as required by this Agreement and given by:

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 hand-delivered to the other party’s authorized representative, which shall be effective on the date of service.
- W. **“Project”** refers to all activity executed under this Agreement, including the Work of Contractor and its Subcontractors and the responsibilities of the State and the State’s representatives.
- X. **“Reimbursable Expenses”** means specific expense(s) incurred or to be incurred by Contractor and/or its Subcontractor(s) in pursuit of performance of the Work.
- Y. **“Service(s)”** means and includes action(s) that shall be performed by the Contractor’s or its Subcontractor’s employees. Services may or may not result in the provision of Deliverables.
- Z. The **“State”** refers to the Judicial Council of California, Administrative Office of the Courts (**“AOC”**).
- AA. **“Statement of Work”** means and includes a description of Services and Deliverables to be provided according to this Agreement.
- BB. **“State Standard Agreement”** means the form used by the State to enter into agreements with other parties. An originally signed, fully executed version of the State Standard Agreement form, together with the integrated Contract documents, shall constitute the **“Agreement”**.
- CC. **“Subcontractor”** shall mean and include any individual, firm, partnership, agent, 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 this Agreement. When the State 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, agents, suppliers, and/or materialmen.

- DD. **“Third Party”** refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, that is not a party to this Agreement.
- EE. **“Time and Materials Not to Exceed Basis”** means that the Contractor shall be compensated for Work actually performed on an Hourly Basis.
- FF. **“Travel and Living Expenses”** means expenses for travel and living costs incurred or to be incurred by Contractor’s employees or Contractor’s Subcontractor’s employees in pursuit of performance of the Work, as further specified in **Exhibit C, Work Authorization Process and Payment Provisions**.
- GG. **“Work”** or **“Work to be Performed”** or **“Contract Work”** may be used interchangeably and means and includes the provision of Services alone and/or Services that result in the provision of Deliverables.
- HH. **“Work Authorization Process”** and **“Work Authorization Form”** means the process and instrument used by the AOC to request and accept pricing and service proposals from the vendor as specified in **Exhibit C, Work Authorization Process and Payment Provisions** and **Exhibit E, Work Authorization Form**.

2. Manner of Performance of Work

Contractor shall provide, and shall act to ensure that its Subcontractors shall provide that all Work specified in these Contract documents is performed to the State’s satisfaction, in compliance with the standards specified in **Exhibit D, Work to be Performed**, and in compliance with the Nondiscrimination/No Harassment Clause, as set forth in this Exhibit B.

3. Standard of Professionalism

Contractor shall conduct all Work consistent with professional standards for the industry and type of work being performed under the Agreement.

4. Services Warranties

- A. Contractor warrants and represents that its employees and its Subcontractors employees assigned to perform Services under this Agreement have the appropriate required credentials in the specified area(s) of competence required by the regulations cited in **Exhibit D, Work to be Performed**; or, if no credentials are cited in Exhibit D, the skills, training, and background reasonably commensurate with his or her level of performance or responsibility so as to be able to perform in a competent and professional manner in accordance with generally accepted industry standards.
- B. All warranties, including any special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and any other recipients of the Services provided hereunder.
- C. Contractor warrants that the Services will be performed on time and according to the

applicable schedule.

5. Acceptance of the Work

- A. The AOC's Project Manager shall be responsible for the sign-off acceptance of all Work required and performed and/or submitted pursuant to this Agreement. The AOC's Project Manager will apply the standards established in Exhibit D and the acceptance criteria set forth in subparagraph B of this article, as appropriate, to determine the acceptability of the Work provided by Contractor. If the AOC's Project Manager rejects the Work, the parties agree to any dispute(s) resulting from such rejection(s) will be resolved as set forth in this article.
- B. Acceptance Criteria for Work ("**Criteria**") provided by Contractor pursuant to this Agreement include:
- Timeliness: The Work was provided on time; according to schedule;
Completeness: The Work contained all of the, Data, Materials, and features required by the Agreement; and
Technical accuracy: The Work complied with the standards of this Agreement, or, if this Agreement lacks a standard for provision of the Work, the currently generally accepted industry standard.
- C. Contractor shall provide the Work to the State, in accordance with direction from the AOC's Project Manager and as provided for in Exhibit D. The AOC's Project Manager shall accept the Work, provided that Contractor has delivered the Work in accordance with the Criteria.
- D. If the State rejects the Work provided, the AOC's Project Manager shall submit to Contractor's Project Manager a written rejection describing in detail the failure of the Work as measured against the Criteria. If the State rejects the Work, then 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.
- E. If a resolution of the dispute is not reached between the AOC's Project Manager and Contractor's Project Manager as to the Work's acceptability, a principal of the Contractor and the Administrative Director of the AOC, or its designee, shall meet to discuss the problem. If agreement cannot be reached, in the reasonable judgment of the Administrative Director of the AOC, or its designee, and/or the Contractor fails to cure such deficiencies that are perceived in the Work to the reasonable satisfaction of the Administrative Director, or its designee, in the reasonable time established by the Administrative Director, the State may reject the Work and will notify Contractor in writing of such action and the reason(s) for so doing. Upon rejection of the Work, the State may terminate this Agreement applicable to said Work, pursuant to the terms of Exhibit A - Standard Provisions article 3.

6. Copyrights and Rights in Data, Material, and Deliverables

All copyrights and rights in any Data, Materials, and/or Deliverables produced with funding from this Agreement that may presumptively vest in Contractor shall be transferred to the State.

7. Ownership

Any interest of Contractor or any of its Subcontractors in any Data, Materials, and/or Deliverables in any form, or other documents and/or recordings prepared by Contractor or its Subcontractors in its performance of Work under this Agreement shall become the property of the State. Upon the State's written request, or upon any termination of this Agreement Contractor shall assign and/or shall act to ensure that its Subcontractor's assign any such interest to the State and provide the State with copies of all such Data, Materials, and/or Deliverables, within thirty (30) Days of the request.

Contractor agrees and shall ensure that its Subcontractors agree not to assert any rights at common law, or in equity, or establish any claim to statutory copyright in such Data, Materials, and/or Deliverables. Contractor shall not, and shall ensure that its Subcontractors shall not, publish or reproduce such Data, Materials, and/or Deliverables in whole, or in part, or in any manner or form, or authorize others to do so, without the written consent of the State.

8. Limitation on Publication

Contractor shall not, and shall ensure that its Subcontractors shall not, publish or submit for publication any article, press release, or other writing relating to Contractor's services for the State without prior review and written permission by the State.

9. Contractor's Personnel

- A. Contractor shall provide all personnel and Subcontractor personnel necessary to provide the Work authorized under this Agreement.
- B. Contractor and/or its Subcontractors shall provide certain Key Personnel, including Contractor's Project Manager(s), to perform certain Work set forth in this Agreement.
- C. Contractor's Project Manager shall:
 - Serve as the primary contact with the AOC's Project Manager and personnel;
 - Manage the day to day activities of Contractor and its Subcontractor's personnel;
 - Identify the appropriate resources needed;
 - Plan and schedule the Work;
 - Meet budget and schedule commitments;
 - Provide Progress Reports in accordance with this Agreement; and
 - Act to ensure the overall quality of the Work performed.

- D. The State reserves the right to disapprove the continuing assignment of any Key Personnel provided under this Agreement, if, in the State's opinion, the performance of Key Personnel is unsatisfactory. The State agrees to provide Notice to Contractor in the event it makes such a determination. If the State exercises this right, Contractor shall immediately assign replacement Key Personnel, possessing equivalent or greater experience and skills.
- E. If any of Key Personnel assigned to a Project, through no cause or fault of Contractor, become unavailable to perform Work, Contractor shall immediately provide replacement Key Personnel, possessing equivalent or greater experience and skills as required by this.
- F. If any Key Personnel become unavailable or are disapproved and Contractor cannot furnish a replacement acceptable to the State, the State may terminate this Agreement for cause, pursuant to Exhibit A - Standard Provisions, article 3.

10. Agreement Term

The term of this Agreement commences and expires as specified on the Standard Agreement cover sheet signed to enter into this Agreement. The State shall have the unilateral right to extend or reinstate this Agreement for two (2) additional terms of 12 months each by written notification to Contractor of said extension or reinstatement.

11. Background Checks

- A. If the Contractor assigns persons (whether employees, independent contractors, subcontractors or agents) to perform work under this Agreement that requires that the person have access to the systems (whether on-site or by remote access) or premises of the AOC or other Judicial Branch entities, the AOC shall have the right, but not the obligation, to conduct a background check or to require the Contractor to conduct a background check, as permitted by law, on all such persons before the AOC will grant to such persons access to the AOC's or other judicial branch entities' premises or systems. The Contractor will cooperate with the AOC in performing such background check, and will promptly notify the AOC of any such person refusing to undergo such background check, and will reassign such person to perform other services. The Contractor shall obtain all releases, waivers, or permissions required for the release of such information to the AOC. Costs incident to background checks are the sole responsibility of the Contractor.

12. Termination Other Than for Cause

- A. In addition to termination for cause under Exhibit A, Standard Provisions, article 3, the State may terminate this Agreement for convenience and without cause at any time upon providing Contractor written Notice at least ten (10) Days before the effective date of termination. Upon receipt of the termination Notice, Contractor shall promptly discontinue all Work affected unless the Notice specifies otherwise.
- B. If the State terminates this Agreement other than for cause, the State shall pay Contractor for the fair value of satisfactory Work rendered before the termination.

13. State's Obligation Subject to Availability of Funds

A. The State's obligation under this Agreement is subject to the availability of authorized funds. The State may terminate the Agreement or any part of the Contract Work, without prejudice to any right or remedy of the State, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Agreement, or in any Amendment hereto, the State may terminate this Agreement in whole or in part, upon written Notice to Contractor. Such termination shall be in addition to the State's rights to terminate for convenience or default.

B. Payment shall not exceed the amount allowable for appropriation by Legislature. If the Agreement is terminated for non-appropriation:

The State will be liable only for payment in accordance with the terms of this Agreement for Work provided prior to the effective date of termination; and Contractor shall be released from any obligation to provide further services pursuant to the Agreement as are affected by the termination.

C. Funding for this Agreement beyond the current appropriation year is conditional upon appropriation by the Legislature of sufficient funds to support the activities described in this Agreement. Should such an appropriation not be approved, the Agreement may terminate at the close of the current appropriation year. The appropriation year ends on June 30 of each year.

14. Notice:

A. Any Notice of breach required by or with regard to this Agreement shall be in writing and shall be delivered as follows:

B. Notice to the AOC shall be directed to:

To the AOC: Ms. Shannon Kayes, Portfolio Administration Analyst
Office of Court Construction and Management
Judicial Council of California
Administrative Office of the Courts
455 Golden Gate Avenue
San Francisco, CA 94102

With a copy to: Ms. Eunice Calvert-Banks, Manager, Real Estate
Office of Court Construction and Management
Judicial Council of California
Administrative Office of the Courts
455 Golden Gate Avenue
San Francisco, CA 94102

Mr. Grant Walker, Senior Manager, Business Services
Judicial Council of California
Administrative Office of the Courts

455 Golden Gate Avenue
San Francisco, CA 94102

C. Notice to Contractor shall be directed to:

TBD

15. Subcontracting

Contractor shall not subcontract the Work to be provided under this Agreement unless Contractor has identified the Subcontractor in writing in a Proposal that is acceptable to and authorized by the State. No party to this Agreement shall in any way contract on behalf of or in the name of another party to this Agreement.

16. Changes and Amendments

A. Changes or Amendments to any component of the Contract documents, can be made only with prior written approval from:

Mr. Grant Walker
Senior Manager, Business Services
Judicial Council of California
Administrative Office of the Courts – Business Services
455 Golden Gate Avenue
San Francisco, CA 94102

B. Requests for said changes or Amendments must be submitted in writing and must be accompanied by a narrative description of the proposed change and the reasons for the change. Additional funds may not be encumbered under the Agreement due to an act of Force Majeure, although the performance period of the Agreement may be amended due to an act of Force Majeure. After a review of the request, a written decision shall be provided to Contractor. Amendments to the Agreement shall be authorized via bilateral execution of a State Standard Agreement.

17. Accounting System Requirement

Contractor shall maintain an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles or GAAP.

18. Retention of Records

Contractor shall maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with California State and Federal law, a minimum retention period being no less than three (3) years. The retention period starts from the date of the submission of the final payment request. Contractor is also obligated to protect Data adequately against fire or other damage.

19. Audit

- A. Contractor shall permit the authorized representative of the State or its designee or both at any reasonable time to inspect or audit all Data relating to performance and billing to the State under this Agreement. Contractor further agrees to maintain such Data for a period of three (3) years after final payment under this Agreement.
- B. Such Data shall at a minimum include:
 - i. Contractor shall maintain a log and a file of time sheets for all authorized hours actually worked by Contractor's employees and its Subcontractor's employees under this Agreement. The log must include, but is not limited to, the following information: (1) name and title of the employee; (2) Subcontractor providing the employee, if applicable; (3) the dates and hours worked; (4) description of the Work performed; and (5) hourly rate charged. Upon the request of the AOC's Project Manager, Contractor shall provide copies of the log and time sheets.
 - ii. Contractor shall maintain a travel log and a file of original invoices for all authorized Travel and Living Expenses incurred by Contractor's employees and its Subcontractor's employees in performing the Work of this Agreement. The travel log must include, but is not limited to, the following information: (1) the beginning and ending dates of the trip; (2) Subcontractor providing the employee, if applicable; (3) the name and title of the personnel making the trip; (4) the beginning location of the trip and the destination; and (5) the purpose of the trip. Upon the request of the AOC's Project Manager, Contractor shall provide copies of the log and invoices applicable to said expenses.
 - iii. Contractor shall maintain a log and a file of original invoices for all authorized Reimbursable Expenses incurred by Contractor and its Subcontractors in performing Work authorized under this Agreement. The log must include, but is not limited to, the following information: (1) the party incurring the expenditure (Contractor or name of Subcontractor); (2) date of the expenditure; (3) the purpose of the expenditure; (4) description of the goods or services purchased; and (5) the price of the expenditure. Upon the request of the AOC's Project Manager, Contractor shall provide copies of the log and invoices applicable to said expenses.
- C. Upon the request of the State's Finance Division or the AOC's Project Manager, Contractor agrees to provide the logs of said Data within 5 Business Days of request.

20. Insurance and Waiver of Claims

- A. General Requirements:

- i. Contractor shall maintain insurance issued by an insurance company or companies that are rated "A-VII" or higher by A. M. Best's key rating guide. If self-insured, review of financial information may be required.
 - ii. The insurance required under Article 20, subparagraph B.i, and B.ii, shall include the State of California, the Judicial Council of California, and the Administrative Office of the Courts and their respective officers, agents, employees and servants as additional insureds, but only insofar as the operations under the Contract are concerned.
 - iii. The insurance required under Article 20 subparagraph B shall be primary and non-contributing to any programs of insurance of self-insurance maintained by the State of California, the Judicial Council of California, or the Administrative Office of the Courts.
 - iv. The Contractor and any insurer providing the insurance required under Article 20 subparagraph B shall waive any right of recovery or subrogation they may have against the State of California, the Judicial Council of California, or the Administrative Office of the Courts.
 - v. All coverage shall be in force until the end of the term of this agreement or Final Acceptance of the Work, whichever comes later. If the insurance expires during the term of the Contract, the Contractor shall immediately provide a new current certificate or be declared in breach of Contract. The State reserves the right to withhold all progress and retention payments until the breach is cured to the satisfaction of the State. Renewal insurance certificates must be tendered to the State at least 10 days prior to the expiration of the previous insurance certificate. This new insurance shall be in accordance with the terms of the Contract.
 - vi. Insurance policies shall contain a provision that coverage will not be cancelled without 30 days prior written notice to the State.
 - vii. The Contractor shall be responsible for any deductible or self-insured retention contained within the insurance.
 - viii. In the event the Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
 - ix.
- B. Insurance Requirements. The Contractor shall furnish to the State evidence of insurance as follows:
- i. Commercial General Liability: The Contractor shall maintain commercial general liability insurance written on an occurrence form covering the

Contractor, the State parties, and subcontractors with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy shall include the AOC and the State of California, its officers, agents, employees and servants as additional named insureds, but only insofar as the operations under the Contract are concerned.

- ii. **Business Automobile Liability:** The Contractor shall maintain business automobile liability with limits of not less than \$1,000,000 per accident. Such insurance shall cover owned, hired, and non-owned motor vehicles.
 - iii. **Workers' Compensation:** The Contractor shall maintain statutory workers' compensation insurance, and employers liability insurance with limits of not less than each accident, \$500,000 each employee, and \$500,000 policy limit for all its employees who will be engaged in the performance of the Contract, including special coverage extensions where applicable.
 - iv. **Professional Liability:** Professional Liability/ Errors and Omissions insurance covering the contractor's professional duty under this agreement with limits of at least \$1,000,000 per claim and \$1,000,000 in the annual aggregate. If the policy is written on a "claims made" reporting form, the contractor shall keep such policy in force (or purchase an extended reporting period) for not less than three years from the date of completion of the Work which is subject in this Agreement. The retroactive date of any such "claims made" policy must be no greater than the date the activities commenced pursuant to this Agreement.
- C. **Waiver of Claims:** The State, the Judicial Council of California, the Administrative Office of the Courts, the superior courts and appellate courts of the State of California, and any of their officers, employees, and agents (collectively, "State Entities") shall not be liable for any injury, loss, or damage to Contractor, Subcontractors, or their officers, employees, or agents including, without limitation, damage to the property of Contractor, Subcontractors or their officers, employees, and agents, by or from any cause whatsoever, except to the extent the injury, loss, or damage was caused from the gross negligence or intentional misconduct of the State Entities. Contractor and Subcontractors hereby waive all claims and their respective insurers waive all rights of subrogation against the State Entities for any injury, loss, or damage to Contractor, Subcontractors, or their officers, employees, or agents including, without limitation, damage to the property of Contractor, Subcontractors or their officers, employees, and agents, in or about the Facilities, by or from any cause whatsoever, except to the extent the injury, loss, or damage was caused from the gross negligence or intentional misconduct of the State Entities. Neither the State, nor any officer or employee of the State, shall be liable for any loss or damage that may happen to the Work, or any part thereof; nor to any of the materials or other items used or employed in performing the Work;

- D. **NO PERSONAL LIABILITY:** Neither the State, nor any other officer or employee of the State will be personally responsible for liabilities arising under the Contract.

21. Confidentiality

- A. Both the State and Contractor acknowledge and agree that in the course of performing the Work under this Agreement, the State may disclose Confidential Information to Contractor and/or its Subcontractors.
- B. Contractor agrees not to disclose the Confidential Information to any Third Party and to treat it with the same degree of care as it would its own confidential information. It is understood, however, that Contractor may disclose the State's Confidential Information on a "need to know" basis to Contractor's employees and Subcontractors and, as directed by the Project Manager, representatives of the State that are performing Work authorized under this Agreement. All such employees and Subcontractors of Contractor shall have executed a confidentiality agreement with Contractor requiring a promise of confidentiality concerning Contractor's clients and business.
- C. Contractor shall acquire no right or title to the Confidential Information. Contractor agrees not to use the Confidential Information for any purpose except as contemplated pursuant to this Agreement. Notwithstanding the foregoing, Contractor may disclose the Confidential Information (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it; (ii) as appropriate to respond to any summons or subpoena applicable to it; or (iii) to the extent necessary to enforce its rights under this Agreement.
- D. The State reserves the right to disclose all Work provided under this Agreement disclose to third parties for the purpose of validation of the Work.
- E. Contractor shall bind its Subcontractors to provisions of confidentiality with regard to the Confidential Information disclosed that are not less strict than those assumed by Contractor hereunder.

22. Permits and Licenses

The Contractor shall observe and comply, and shall ensure that its Subcontractors observe and comply with all federal, state, city, and county laws, rules, and regulations affecting Contractor and its Subcontractor(s)' performance of the Work provided under this Agreement. The Contractor shall procure and keep in full force and effect, and shall ensure that its Subcontractors procure and keep in full force and effect, during the Term of this Agreement, all permits and licenses necessary to accomplish the Work contemplated in this Agreement.

23. Conflict of Interest

- A. Contractor shall ensure that its officers and employees shall not participate in proceedings that involve the use of State funds or that are sponsored by the State if

the person's partner, family, or organization has a financial interest in the outcome of the proceedings. Contractor and its officers and employees shall also avoid actions resulting in or creating the appearance of (1) use of an official position with the government for private gain; (2) preferential treatment to any particular person associated with this Agreement or the Work of this Agreement; (3) loss of independence or impartiality; (4) a decision made outside official channels; or (5) adverse effects on the confidence of the public in the integrity of the government or this Agreement. Contractor agrees that it shall bind its Subcontractors to conflict of interest provisions not less strict than those provided here.

B. Contractor shall certify and shall require its Subcontractors to certify that:

Former State employees will not be awarded a contract for (a) two (2) years from the date of separation if that employee had any part in the decision making process relevant to this Agreement, or (b) for one (1) year from the date of separation if that employee was in a policy making position in the same general subject area as this Agreement within the twelve (12) month period of his or her separation from State service.

24. Covenant Against Gratuities

Contractor warrants by signing this Agreement that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by Contractor or any agent, director, Subcontractor or representative of Contractor, to any officer, official, agent, or employee of the State with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement. For breach or violation of this warranty, the State will have the right to terminate this Agreement, either in whole or in part, and any loss or damage sustained by the State in procuring, on the open market, any Work which Contractor agreed to supply, which shall be borne and paid for by Contractor. The rights and remedies of the State provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

25. National Labor Relations Board

By executing this Agreement, Contractor certifies under penalty of perjury under the laws of the State of California that no more than one (1) final, unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two (2) year period because of Contractor's failure to comply with an order of the National Labor Relations Board.

26. Drug-Free Workplace

Contractor certifies that it will provide a drug-free workplace as required by California Government Code, Sections 8355 through Section 8357.

27. Nondiscrimination/No Harassment Clause

- A. During the performance of this Agreement, Contractor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- B. During the performance of this Agreement, Contractor and its Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor or its Subcontractors interact in the performance of this Agreement. Contractor and its Subcontractors shall take all reasonable steps to prevent harassment from occurring.
- C. Contractor shall comply, and shall ensure that its Subcontractors comply, with applicable provisions of the Fair Employment and Housing Act, California Government Code, Sections 12990 *et seq.*, and the applicable regulations promulgated under California Code of Regulations, title 2, Sections 7285 *et seq.* The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code, Section 12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full.
- D. Contractor and any of its Subcontractors shall give written Notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- E. Contractor shall include the nondiscrimination/no harassment and compliance provisions of this clause in any and all subcontracts issued to its Subcontractors to perform Work under the Agreement.

28. Americans with Disabilities Act

By signing this Agreement, Contractor assures the State that it complies with applicable provisions of the Americans with Disabilities Act (“**ADA**”) of 1990 (42 U.S.C. Sections 012101 *et seq.*), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

29. Choice of Law

This agreement, and all of the rights and duties of Contractor and State arising out of or related to this agreement or to the relationship of Contractor and State, are governed by the laws of the State of California without regard to its conflicts of law rules. This provision applies to all claims and causes of action that Contractor has or may acquire against State, whether based on contract, tort, statute, or anything else.

Contractor agrees that any claims that it has or may acquire against State shall be commenced in, and decided exclusively by, a court of competent jurisdiction located in the State of California. Contractor agrees to submit to the personal and exclusive jurisdiction of courts

located in the State of California. Contractor waives all defenses and arguments that the courts located in the State of California constitute an inconvenient forum based upon the residence or domicile of Contractor, the location of the project that is the subject of the litigation or the location of witnesses, the location of documents, or anything else.

30. Severability

If any term or provision of this Agreement is found to be illegal or unenforceable, this Agreement shall remain in full force and effect and that term or provision shall be deemed stricken.

31. Waiver

The omission by either party at any time to enforce any default or right, or to require performance of any of this Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of the default or right, nor shall it affect the right of the party to enforce those provisions later.

32. Signature Authority

The parties signing this Agreement certify that they have proper authorization to do so.

33. Survival

The termination or expiration of the Agreement shall not relieve either party of any obligation or liability accrued hereunder prior to or subsequent to such termination or expiration, nor affect or impair the rights of either party arising under the Agreement prior to or subsequent to such termination or expiration, except as expressly provided herein.

34. Entire Agreement

This Agreement, consisting of all documents as defined herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties. No waiver, alteration, modification of, or addition to the terms and conditions contained herein shall be binding unless expressly agreed in writing by a written amendment to this Agreement.

END OF EXHIBIT B



ATTACHMENT H TO RFP
EXHIBIT C
TO STATE OF CALIFORNIA STANDARD AGREEMENT
WORK AUTHORIZATION PROCESS AND
PAYMENT PROVISIONS

1. Contract Amount

The total amount owed by the State to Contractor under this Agreement for performing any and all Work authorized hereunder, and for all Travel and Living Expense and/or Reimbursable Expenses, shall not in total exceed the Total Amount Encumbered to Date authorized for this Agreement on the State Standard Agreement form signed to enter into this Agreement, including any Amendments thereof.

2. Compensation for Contract Work

- A. A general description of the scope and nature of Services that may be performed under this Agreement is given in **Exhibit D, Work to be Performed**. The State will provide Contractor with a Work Authorization Form, Part 1 Request for Proposal (as described below under section 3 Work Authorization Process), detailing the Services the State desires to purchase and the location for which they will be provided. If necessary, the parties will confer to further clarify the nature of the Services the State deems necessary.
- B. Contractor shall, upon request, provide written proposals for the Services to be performed which are described in **Exhibit D, Work to be Performed**. The proposals shall be priced according to the fixed prices and/or hourly rates specified below in this Exhibit C or, if the Contractor so offers in its written proposal, fixed prices and/or hourly rates lower than those in this Exhibit C. If the parties have agreed that Contractor will incur travel and living expenses in the course of performance of the Work, Contractor shall specify in its proposal the not-to-exceed amounts for said expenses, which must be in accordance with the Travel and Living Expense Guidelines given below.
- C. The total actual cost which the State may reimburse the Contractor under any individual Work Authorization, pursuant to this provision, including any travel, transportation, and/or living expenses, shall not exceed the amount specified on the face of the Work Authorization.
- D. Unless the State elects to receive one invoice per Work Authorization, Contractor shall, on a monthly basis, and in one invoice, bill the State for all accepted Work (and any authorized associated Travel and Living Expense) actually performed and/or incurred and accepted in the previous calendar month. Invoices shall be broken down on a Work Authorization by Work Authorization basis, and the invoiced detail for each work Authorization shall show:
- i. For any Services in a Work Authorization priced on an Hourly Basis, Contractor shall invoice the State for the actual hours worked during that month at the rates

specified in the Work Authorization, but not to exceed the Not to Exceed Total for that Service specified in the Work Authorization.

- ii. For any Services or a Work Authorization priced on a Fixed Price Basis, Contractor shall invoice and the State shall compensate Contractor for the fixed price specified in the Work Authorization.
- iii. Unless otherwise specified in a Work Authorization, the hourly rates set are inclusive of all costs, any materials needed to perform the Services, and all benefits, expenses, fees, overhead, and profits payable to the Contractor for services rendered to the State.
- iv. If a Work Authorization specifies that the State is obligated to pay Travel and Living Expenses, Contractor shall, in its monthly invoice, charge the State for the Travel and Living Expenses actually incurred in the performance of the Work.
- v. The Contractor shall not charge, nor shall the State pay, any overtime rate.

E. If a Work Authorization requires that the State pay Travel and Living Expenses, the following guidelines shall apply:

- i. Provided that reimbursement for transportation, meals, and lodging expenses is authorized in a Work Authorization, the State shall, subject to the provisions of this Agreement, reimburse the Contractor for actual and reasonable expenses incurred for necessary transportation, meals, lodging, and other travel-related expenses required for the Contractor's employees or Subcontractors who actually performed the Work authorized under the Work Authorization. Such travel expenses *shall not exceed the maximum amount* set forth in the Work Authorization, and shall be subject to the provisions of the Travel Plan specified in the Work Authorization.
- ii. The State shall reimburse Contractor for actual and reasonable transportation, meals, and lodging expenses actually incurred by Contractor in the course of performance of the Work.
- iii. For necessary air transportation, the State will reimburse the Contractor for the actual cost incurred. All air transportation is limited to coach fares and must be booked a minimum of fourteen (14) days prior to travel, unless the Project Manager agrees otherwise in writing. For overnight travel, in accordance with the California Victim Compensation and Government Claims Board (formerly State Board of Control) guidelines, the State will reimburse the Contractor for meal and lodging expenses in an amount not to exceed **\$150.00** per day, plus sales tax. Meals shall be reimbursed at the actual cost not to exceed the following maximum amounts per person per Day: breakfast~**\$6.00**; lunch~**\$10.00**; dinner~**\$18.00**; and/or incidentals~**\$6.00**. Hotel room rental shall be reimbursed for the actual cost not to exceed **\$110.00** per Day plus tax and/or energy surcharge. These rates are

- fixed for the term of this Agreement and will not adjust up or down if the State adjusts its published rates for State employees during that time.
- iv. For necessary private vehicle ground transportation usage, the State will reimburse the Contractor up to **\$0.50** cents per mile. This rate is fixed for the term of this Agreement and will not adjust up or down if the State adjusts its published rates for State employees during that time.
 - v. The Contractor shall maintain a file of original invoices for all travel and living related expenses. Upon the AOC's Project Manager's request, the Contractor shall provide copies of receipts for reimbursement of transportation, lodging, and meal expenses together with a time sheet

3. Work Authorization Process

- A. AOC will e-mail to Contractor, **Part 1** of the Work Authorization Form (WA), which is the "**Request for Proposal.**" (See sample attached as **Exhibit E, Work Authorization Form, Part 1.**)
- B. In accordance with the pricing specified in this Agreement or with other lower pricing Contractor may wish to offer, Contractor shall complete **Part 2** of the WA form which is the "**Pricing Proposal**". (See sample attached as **Exhibit E, Work Authorization Form, Part 2.**) Prices quoted on the Pricing Proposal must be on either a Fixed Price Basis or upon an Hourly Rate Basis. Prices quoted on an Hourly Rate Basis must specify a Not-to-Exceed Amount for the Service. Said Not-to-Exceed Amount shall indicate Contractor's good faith estimate of the total number of hours necessary to provide the Service in full. Contractor shall indicate whether any expected Travel and Living Expenses will be applicable to the Work and the amount of said expenses. Contractor shall provide a total amount ("Total Amount") for all Services and expenses on the Work Authorization. The costs of Travel and Living Expenses and other expenses provided on Work Authorizations must be in accordance with the Travel and Living Expense Guidelines specified in **Exhibit C, Work Authorization Process and Payment Provisions**, of this Agreement. Contractor will sign, scan and e-mail back within 2 Business Days.

Contractor shall, in addition, if applicable, specify the names of any Key Personnel who shall perform the Work (as so agreed), any schedule (if applicable) or required completion date for the Work (as agreed). Required completion date must be in accordance with agreed-upon turnaround times for the requested services, as specified in Exhibit C, Work Authorization Process and Payment Provisions, paragraph 8, unless otherwise agreed upon by AOC's designated Project Manager.

Contractor's Pricing Proposal shall not be revocable for sixty (60) days after receipt and shall be submitted substantially in the form of **Exhibit E, Work Authorization Form, Part 2.**

- C. If the AOC accepts Contractor's Pricing Proposal, the AOC's designated Project Manager will sign, scan and e-mail back **Part 3** of the Work Authorization form which is the "**AOC Authorization Signature.**" (See sample attached as **Exhibit E,**

Work Authorization Form, Part 3.) Unless otherwise stated in the Work Authorization, Contractor will begin Work upon receipt of the e-mail bearing the AOC Authorization Signature.

- D. If the parties agree to revise the approved scope of Work, schedule, or price, the parties may agree to amend the Work Authorization with a new or revised Work Authorization, executed in the same manner as the original Work Authorization.
- E. No Work Authorization shall act to modify the terms and conditions of the Standard Agreement, and any language in a Work Authorization that purports to do so shall be null and void, and without effect.
- F. Any commencement of performance prior to the Contractor's receipt of an AOC signed Work Authorization shall be done so at the Contractor's own risk.
- G. All Work Authorizations are subject to the terms and conditions of the Standard Agreement. In the event of a conflict between a Work Authorization and the Standard Agreement, the Standard Agreement shall prevail.
- H. The State reserves the right to modify the Work Authorization Form from time to time (including Parts 1, 2, and 3) (**Exhibit E**) as it deems necessary or appropriate, in its sole discretion, and will notify the Contractor of any such modification prior to implementing the modified form(s). Any such modification(s) will be considered automatically incorporated into this Agreement upon notification of Contractor by AOC.

4. Work Authorization Total Amount

- A. The Work Authorization shall set forth a Total Amount which is the maximum amount the State will pay the Contractor for all Work and all expenses incurred in the performance of the Work authorized. Said Total Amount includes all fixed prices and/or any hourly rates with not to exceed amounts, as well as any travel and living expenses and/or other expenses applicable to the Work and approved by the State.
- B. Absent any material change to the Work described in a Work Authorization, Contractor shall perform the Work for an amount equal to or less than the Total Amount specified in the Work Authorization.
- C. In the event that the State agrees there is a material change to the Work, and the State does not wish to authorize additional funds, the State is prepared, if appropriate, to adjust the specifications describing the Work in order to enable Contractor to complete a portion of the Work within the Total Amount for said Work, and Contractor agrees that Contractor is willing to make such adjustments to accommodate this need at the request of the State.
- D. All firm fixed prices and hourly rates for provision of the Work in a Work Authorization shall be as set forth in Exhibit C.
- E. In no event will the State pay more than the total amount stated in the authorized

Work Authorization.

5. Work Authorization

- A. All Work performed under this Agreement will be authorized only by a fully executed Work Authorization.
- B. All requests and communications about the Work to be performed under a Work Authorization shall be made through the Project Manager or Project Manager's designee as identified in the Work Authorization.
- C. There is no limit on the number of Work Authorizations the State may issue under the Standard Agreement.
- D. There will be no specific limitation on the quantity, minimum and/or maximum value of individual Work Authorizations.
- E. The State does not guarantee that the Contractor will receive a specific volume of Work, a specific total contract amount, or a specific Work Authorization value.

6. Taxes

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

7. Invoices and Method of Payment

- A. The AOC will endeavor to pay invoices within sixty (60) days after receipt of a correct, itemized invoice. In no event shall the AOC be liable for interest or late charges for any late payments. **Invoices MUST clearly indicate:**
 - **Contract number**, (which can be found in the upper right hand corner of the signature page)
 - **AOC Work Authorization (WA) Number** Specified on the Work Authorization
 - Unique **invoice number**;
 - Contractor's name and address;
 - Contractor's Taxpayer identification number;
 - A one line description of the Work Authorization;
 - Name and brief description of each Service provided under Work Authorization number;
 - If the Service is priced on a Fixed Price basis, the Fixed Price applicable to the Service as specified in the Work Authorization;
 - If the Service is priced on an Hourly Rate basis, the Hourly Rate, Number of Hours actually worked, the Not-to-Exceed Amount specified in the Work Authorization, and the total amount invoiced for the Service, which shall not exceed the Not-to-Exceed Amount specified in the Work Authorization;

- Travel related expenses incurred;
- Preferred remittance address, if different from the mailing address.

The Contractor shall submit one (1) original invoice to:

Judicial Council of California
 Administrative Office of the Courts
 Office of Court Construction & Management
 Project Manager (Name and address designated on Work Authorization)

8. Turnaround Times for Services Performed

PLACEHOLDER FOR AGREED UPON TURNAROUND TIMES AND AGREED UPON CONSEQUENCES FOR FAILURE TO MEET TIMELINES

9. Contractor's Hourly Rates and Fixed Prices

HOURLY RATES AND FIXED PRICES

The following hourly rates and fixed prices shall be applicable throughout the term of this Agreement, including its extensions or reinstatements.

Contractor shall have the option of reducing its rates and prices at any time during the term of this Agreement by writing to the AOC and supplying the new rates and prices. Contractor also is encouraged to submit Pricing Proposals during the Work Authorization process (as described in Exhibit C, section 3) at reduced rates and prices, in order to remain competitive with other Service Providers.

Service Name	Description	Price or Hourly Rate
Update to existing Preliminary Report*	Existing report provided by Service Provider under previous agreement with AOC, or under this agreement.	
Update to Preliminary Report*	Existing report provided by Service Provider outside of any agreement with AOC.	
Update to Preliminary Report*	Existing report previously produced by a company or firm other than Service Provider.	
New Preliminary Report*	Copy of title policy will be provided by AOC	
New Preliminary Report*	Copy of title policy will not be provided by AOC	
New Preliminary Report*	Copy of previous preliminary report will not be provided by AOC.	
Other Related Documents of Record	Provide documents as requested, including, but not limited to, copies of vesting deeds, parcel maps, tract maps, all maps referenced in the legal description of the subject property, and FEMA flood zone designations.	
Chain of Title Report	Issue Chain of Title going back 30 years	
Chain of Title Report	Issue Chain of Title going back beyond 30 years	
Litigation Guarantee	Issue litigation guarantee.	
Legal Description - fee	Assist in Development of new legal description for public and private properties.	
Legal Description – other interests in real property	Assist in development of legal descriptions for unrecorded easements, rights of way or other apparent encumbrances or rights.	
Marketable Title	Resolve issues affecting Marketable Title as described – review proposed corrective documents.	
Marketable Title	Resolve issues affecting Marketable Title as described –	

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	advise as to whether a particular proposed corrective instrument achieves its purpose, or (if it does not) what revisions are needed so that it achieves its purpose.	
Marketable Title	Resolve issues affecting Marketable Title as described – recordation of corrective instruments and/or other appropriate means.	
Pro Forma Policy	Issue Pro Forma Title Policy based on _____ Value, with following selected endorsements, as required: <input type="checkbox"/> CLTA 100 Comprehensive Coverage <input type="checkbox"/> CLTA 103.1A Encroachment Coverage <input type="checkbox"/> CLTA 103.4 Access through an Easement <input type="checkbox"/> CLTA 103.7 Access <input type="checkbox"/> CLTA 110.1 Deletion of Item from Policy <input type="checkbox"/> CLTA 116 Location <input type="checkbox"/> CLTA 116.1 Survey <input type="checkbox"/> CLTA 116.4 Contiguity <input type="checkbox"/> CLTA 116.7 Subdivision <input type="checkbox"/> CLTA 123.3 Zoning <input type="checkbox"/> Tie in Endorsement <input type="checkbox"/> Others as required (to be quoted on an as needed basis).	
CLTA or ALTA Extended Coverage Owner’s Policy	Issue either CLTA or ALTA Extended Coverage Owner’s Policy for properties conveyed to the AOC in fee, with following selected endorsement as required: <input type="checkbox"/> CLTA 100 Comprehensive Coverage <input type="checkbox"/> CLTA 103.1A Encroachment Coverage <input type="checkbox"/> CLTA 103.4 Access through an Easement <input type="checkbox"/> CLTA 103.7 Access <input type="checkbox"/> CLTA 110.1 Deletion of Item from Policy <input type="checkbox"/> CLTA 116 Location <input type="checkbox"/> CLTA 116.1 Survey <input type="checkbox"/> CLTA 116.4 Contiguity <input type="checkbox"/> CLTA 116.7 Subdivision <input type="checkbox"/> CLTA 123.3 Zoning <input type="checkbox"/> Tie in Endorsement <input type="checkbox"/> Others as required (to be quoted on an as needed basis).	
ALTA Owner’s Aggregation Endorsement	Add Owner’s Policy to Aggregate Policy (price per \$1,000 of coverage)	
Title Insurance Coverage	Assist AOC in determining the appropriate amount of title insurance coverage for each property or portfolio (or portion thereof), whether acquired by purchase or without financial consideration.	
Recording Services	Recording Services, including distribution to the parties of originals or copies of executed and/or recorded closing documents: <input type="checkbox"/> Deeds <input type="checkbox"/> Certificate of Acceptance <input type="checkbox"/> Memoranda <input type="checkbox"/> Agreements <input type="checkbox"/> Title Corrective Instruments <input type="checkbox"/> Other Instruments & Documents	
Escrow Services – Receipt, holding, and disbursement	Receive, hold, and disburse amounts required to be deposited into escrow or to be disbursed in connection with closing of each property transfer transaction.	
Escrow Services – Closing Settlement Statements	Prepare closing settlement statements reflecting proportions and funds disbursed through escrow in each property transfer transaction. Itemize Miscellaneous Out-of-Pocket Expenses for Escrow Services.	

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	<input type="checkbox"/> Overnight Mail	
	<input type="checkbox"/> Courier Fees	
	<input type="checkbox"/> Document Preparation	
Other Services	Provide additional Services related to the title, escrow and related services specified above, at hourly rates. The scope of these Services will be agreed to in writing with the AOC.	Provide hourly rates by personnel title.
Status Reports	Contractor will at no charge provide the AOC with regular order status reports on a weekly, bi-weekly, or monthly basis, at AOC's option.	No Charge
Delivery of Title Reports/Documents/Status Reports	Contractor will at no charge provide AOC and its consultants with password protected access to an AOC-dedicated section of Contractor's website, where copies of all AOC-ordered reports and other documents will be posted no later than the order due date agreed upon and indicated on the Work Authorization. Website access must be available to AOC throughout the term of the Agreement (and any renewal terms), and after expiration, for a minimum of three (3) months from the time all ordered documents and reports have been posted. For Policies of Title Insurance, Contractor also will mail the AOC an original for its file.	No Charge
Invoicing	Upon completion of the order, Service Provider will e-mail the AOC a fully itemized invoice, referencing the Standard Agreement Number, and AOC's Order Number and Description.	No Charge

Notes:

*Includes providing copies of all underlying exception and exclusion documents, and the most recent vesting deed(s).

The Contractor shall not charge nor shall the State pay any overtime rate.

No additional charges, consulting fees or retainers will apply.

END OF EXHIBIT C

ATTACHMENT H TO RFP

EXHIBIT D WORK TO BE PERFORMED

Contractor shall furnish without limitation all necessary labor, material, hardware, software, tools and equipment to complete the Work as described in this document, and as specified in a Work Authorization. Contractor will use available codes, standards, and technology to provide the service to the standard level of professional care.

Use of Subcontractors: Use of subcontractors will be permitted; however, Contractor will itself remain the sole point of contact with the AOC, and will be solely responsible for the supervision and the acts of its subcontractors, and must warrant the work of such subcontractors as if it were the Contractor's own work.

1.1 Statement of Work

- 1.1.1 Issue **updates** to existing preliminary (title) reports (and provide copies of all underlying exception and exclusion documents and the most recent vesting deed(s)), including any of the following three (3) scenarios as applicable:
 - a. Updates to reports originally ordered by AOC from Service Provider under a previous agreement between AOC and Service Provider, or under this agreement.
 - b. Updates to reports previously produced by Service Provider outside of any agreement with AOC;
 - c. Updates to reports previously produced by a company or firm other than Service Provider
- 1.1.2 Issue **new preliminary (title) reports** (and provide copies of all underlying exception and exclusion documents), and the most recent vesting deed(s)), where the AOC **cannot** provide a copy of a previous preliminary report as noted under paragraph 1.1.1. above, including either of the following two (2) scenarios:
 - a. AOC will provide a copy of an existing title policy
 - b. AOC will not provide a copy of an existing title policy
- 1.1.3 Provide other related information and documents of record concerning title to a property, such as copies of vesting deeds, parcel maps, tract maps, all maps referenced in the legal description of the subject property, and FEMA flood zone designations.
- 1.1.4 Issue chain of title reports on an exception basis only (i.e., seldom required).
 - a. Issue Chain of Title going back 30 years
 - b. Issue Chain of Title going back beyond 30 years
- 1.1.5 Issue litigation guarantees on an exception basis only (i.e., seldom required)

- 1.1.6 Assist AOC and its consultants with the development of legal descriptions for: a) public and private properties; and/or b) unrecorded easements, rights of way or other apparent encumbrances or rights.
- 1.1.7 Assist AOC and its consultants and property owners in resolving issues affecting marketable title to properties by providing necessary services, including but not limited to the following: a) review of proposed corrective instruments; b) advising as to whether a particular proposed corrective instrument achieves its purpose, or (if it does not) what revisions are needed so that it does achieve its purpose; c) recordation of corrective instruments and/or other appropriate means.
- 1.1.8 Issue Pro Forma Title Policies upon request by AOC. AOC will designate the type of policy requested and amount of insurance requested.
- 1.1.9 Issue either CLTA or ALTA extended-coverage owner's policies of title insurance for properties conveyed to the AOC in fee (as designated by the AOC) together with appropriate title endorsements, including:
- CLTA 100 Comprehensive Coverage
 - CLTA 103.1A Encroachment Coverage
 - CLTA 103.4 Access through an Easement
 - CLTA 103.7 Access
 - CLTA 110.1 Deletion of Item from Policy
 - CLTA 116 Location
 - CLTA 116.1 Survey
 - CLTA 116.4 Contiguity
 - CLTA 116.7 Subdivision
 - CLTA 123.3 Zoning
 - Tie-In Endorsement
 - Others as required (to be quoted on an as needed basis through the Work Authorization process)
- 1.1.10 Provide a form of aggregate title insurance policy covering all or a portion of AOC properties under one master extended-coverage owner's policy, whether through issuance of an ALTA Owner's Aggregation Endorsement for policies previously issued, and/or by one or more of the Service Providers to be contracted for properties to be acquired. In connection with such a title insurance product, Service Provider's proposal should include a) the process for adding AOC properties to the policy as title to each additional property is acquired; b) the premiums for such aggregate policy coverage per each \$1,000 of coverage and the process for payment of premiums as properties are added to the policy; c) a general description of any terms and conditions that would disqualify a property from being included in the policy's coverage; d) any other terms, conditions or limitations that would be required in connection with such a policy.
- 1.1.11 Assist AOC in determining the appropriate amount of title insurance coverage for each property or portfolio (or portion thereof), whether acquired by purchase or without

financial consideration, and taking into account valuation as determined by appraisal, or by opinion of value from a commercial real estate brokerage company.

- 1.1.12 Record grant deeds, certificates of acceptance, memoranda of agreements and related documents required with respect to the transfer of title to each property in the office of the County Recorder for the county in which the property is located.
- 1.1.13 Distribute to the parties originals or copies (as appropriate) of executed and/or recorded closing documents.
- 1.1.14 Receive, hold and disburse to the party or parties entitled thereto amounts required to be deposited into escrow and/or disbursed in connection with the closing of each property transfer transaction.
- 1.1.15 Prepare closing settlement statements reflecting pro-rations and funds disbursed through escrow in each property transfer transaction.
- 1.1.16 Provide additional title and escrow services not specified above, on an as-needed basis, at hourly rates, the scope of which will be agreed to in writing with the AOC.

The AOC expects the following administrative services to be provided at no additional charge:

- 1.1.17 Status Reports: Contractor will provide the AOC with regular order status reports on a weekly, bi-weekly, or monthly basis, at AOC's option.
- 1.1.18 Delivery of Title Reports/Documents/Status Reports: Contractor will provide AOC and its consultants with password protected access to an AOC-dedicated section of Contractor's website, where copies of all AOC-ordered reports and other documents will be posted no later than the order due date agreed upon and indicated on the Work Authorization. Website access must be available to AOC throughout the term of the Agreement (and any renewal terms), and after expiration, for a minimum of three (3) months from the time all ordered documents and reports have been posted. For Policies of Title Insurance, Contractor also will mail the AOC an original for its file.
- 1.1.19 Invoicing: Upon completion of the order, Service Provider will e-mail the AOC a fully itemized invoice, referencing the Standard Agreement Number, and AOC's Order Number and Description.

2.0 Project Schedule

The Contractor shall complete and submit the Work described in each Work Authorization within the time specified in the Work Authorization.

END OF EXHIBIT D

ATTACHMENT H TO RFP

EXHIBIT E
WORK AUTHORIZATION FORM

The Work Authorization Form includes the following parts:

Part 1: Request for Proposal

Part 2: Pricing Proposal

Part 3: AOC Authorization Signature

**EXHIBIT E - WORK AUTHORIZATION FORM
PART 1: REQUEST FOR PROPOSAL**

Part 1: Request for Proposal

AOC Request/WA No.:

(To be completed by the AOC and submitted unsigned to the Contractor)

This Services Request is made by the Judicial Council of California Administrative Office of the Courts ("AOC") under **Agreement** _____ with:

Contractor: Name of Firm

Contact Person:

Street Address:

City, State, Zip:

E-mail address:

Tel: ; Fax:

AOC's Project Manager for this Request is:

Shannon Kayes, Portfolio Administration Analyst

455 Golden Gate Avenue, 8th Floor (OCCM)

San Francisco, CA 94102

shannon.kayes@jud.ca.gov

Tel: 415-865-4986

Request Date:

Proposal Needed By :

Report Needed By:

Submitted By:

Internal Requester Name/Tel:

Property ID/Name:

Property Street Address:

City, State, Zip:

AOC PROJECT COST CODES: _____ - _____ - _____ - _____ - _____

Assessor's Parcel Number (APN):

Year Built:

Transaction Type: Title Transfer Leasehold

Type of Service Requested:

Update to Existing Preliminary (Title) Report

- Existing report provided by Service Provider under previous or existing contract with AOC
- Existing report provided by Service Provider outside of any agreement with AOC
- Existing report provided by a company or firm other than service provider

New Preliminary (Title) Report

- Copy of title policy to be provided by AOC
- Copy of title policy will **not** be provided by the AOC
- Copy of previous preliminary report will **not** be provided by AOC

Other Related Documents of Record as follows: [provide description here]

Issue Chain of Title Report going back 30 years

Issue Chain of Title Report going back beyond 30 years

Issue Litigation Guarantee

Assist in Development of Legal Description

Resolve Issues Affecting Marketable Title as follows: [provide description here]

Issue Pro Forma Title Policy based on _____ Value, with following selected endorsements, as required:

Endorsements Required:

- | | |
|---|--|
| <input type="checkbox"/> CLTA 100 Comprehensive Coverage | <input type="checkbox"/> CLTA 116 Location |
| <input type="checkbox"/> CLTA 103.1A Encroachment Coverage | <input type="checkbox"/> CLTA 116.1 Survey |
| <input type="checkbox"/> CLTA 103.4 Access through an Easement | <input type="checkbox"/> CLTA 116.4 Contiguity |
| <input type="checkbox"/> CLTA 103.7 Access | <input type="checkbox"/> CLTA 116.7 Subdivision |
| <input type="checkbox"/> CLTA 110.1 Deletion of Item from Policy | <input type="checkbox"/> CLTA 123.3 Zoning |
| <input type="checkbox"/> Tie-in Endorsement | |
| <input type="checkbox"/> Others as required (to be quoted on an as needed basis). | |

Issue CLTA or ALTA Extended Coverage Owner's Policy: [provide description here]
Value Established (Policy Amount): [provide value here] Legal Description Attached? Yes No

Endorsements Required:

- | | |
|---|---|
| <input type="checkbox"/> CLTA 100 Comprehensive Coverage | <input type="checkbox"/> CLTA 116 Location |
| <input type="checkbox"/> CLTA 103.1A Encroachment Coverage | <input type="checkbox"/> CLTA 116.1 Survey |
| <input type="checkbox"/> CLTA 103.4 Access through an Easement | <input type="checkbox"/> CLTA 116.4 Contiguity |
| <input type="checkbox"/> CLTA 103.7 Access | <input type="checkbox"/> CLTA 116.7 Subdivision |
| <input type="checkbox"/> CLTA 110.1 Deletion of Item from Policy | <input type="checkbox"/> CLTA 123.3 Zoning |
| <input type="checkbox"/> Tie-in Endorsement | |
| <input type="checkbox"/> Others as required (to be quoted on an as needed basis). | |

If Tie-in Endorsement is checked above, add to Aggregate Policy.

Recording Services

- Deeds Title Corrective Instruments Agreements Memoranda Other Instruments & Documents
 Certificates of Acceptance

Escrow Services (incl. opening escrow, disbursing funds, other escrow fees, closing escrow)

Out-of-Pocket Expenses for Escrow Services: Overnight Mail Courier Fees Document Preparation

Other Services [provide description here]

Special Instructions/Notes/Attachments:

Part 2: Pricing Proposal (To be completed by Contractor)

AOC Request/WA No.

Pricing for Services Requested:

Description of Service(s)	Total Amount	Pricing is Based On	If Pricing is Based on Hourly Not to Exceed Basis
<input type="checkbox"/> Update to Existing Preliminary (Title) Report <input type="checkbox"/> Existing report provided by Service Provider under previous or existing contract w/AOC <input type="checkbox"/> Existing report provided by Service Provider outside of any agreement with AOC <input type="checkbox"/> Existing report provided by a company or firm other than service provider	\$	<input type="checkbox"/> Fixed Price Basis? <input type="checkbox"/> Hourly Not to Exceed Basis?	Hourly Rate \$ Maximum Hours \$____ Not to Exceed Price \$ ____
<input type="checkbox"/> New Preliminary (Title) Report <input type="checkbox"/> Copy of title policy to be provided by AOC <input type="checkbox"/> Copy of title policy will not be provided by AOC <input type="checkbox"/> Copy of previous preliminary report will not be provided by AOC	\$		
<input type="checkbox"/> Other Related Documents of Record as follows: [describe here]	\$		
<input type="checkbox"/> Issue Chain of Title Report <input type="checkbox"/> Going back 30 years <input type="checkbox"/> Going back beyond 30 years	\$		
<input type="checkbox"/> Issue Litigation Guarantee	\$		
<input type="checkbox"/> Assist in Development of Legal Description	\$		
<input type="checkbox"/> Resolve Issues Affecting Marketable Title as follows: [describe here]	\$		
<input type="checkbox"/> Issue Pro Forma Title Policy Value Established (Policy Amount): Endorsements Required: <input type="checkbox"/> CLTA 100 Comprehensive Coverage <input type="checkbox"/> CLTA 103.1A Encroachment Coverage <input type="checkbox"/> CLTA 103.4 Access through an Easement <input type="checkbox"/> CLTA 103.7 Access <input type="checkbox"/> CLTA 110.7 Deletion of Item from Policy <input type="checkbox"/> CLTA 116 Location <input type="checkbox"/> CLTA 116.1 Survey <input type="checkbox"/> CLTA 116.4 Contiguity <input type="checkbox"/> CLTA 116.7 Subdivision <input type="checkbox"/> CLTA 123.3 Zoning <input type="checkbox"/> Tie-in Endorsement <input type="checkbox"/> Others as required (to be quoted on an as needed basis).	\$		
<input type="checkbox"/> Issue CLTA or ALTA Extended Coverage Owner's Policy: Value Established (Policy Amount): Legal Description Attached? <input type="checkbox"/> Yes <input type="checkbox"/> No Endorsements Required: <input type="checkbox"/> CLTA 100 Comprehensive Coverage <input type="checkbox"/> CLTA 103.1A Encroachment Coverage <input type="checkbox"/> CLTA 103.4 Access through an Easement <input type="checkbox"/> CLTA 103.7 Access <input type="checkbox"/> CLTA 110.1 Deletion of Item from Policy <input type="checkbox"/> CLTA 116 Location <input type="checkbox"/> CLTA 116.1 Survey <input type="checkbox"/> CLTA 116.4 Contiguity <input type="checkbox"/> CLTA 116.7 Subdivision <input type="checkbox"/> CLTA 123.3 Zoning <input type="checkbox"/> Tie-in Endorsement <input type="checkbox"/> Others as required [provide description here]	\$		
<input type="checkbox"/> If Tie-in Endorsement is checked above, add to Aggregate Policy.	\$		
<input type="checkbox"/> Recording Services	\$		

<input type="checkbox"/> Deeds <input type="checkbox"/> Title Corrective Instruments <input type="checkbox"/> Agreements <input type="checkbox"/> Memoranda <input type="checkbox"/> Certificates of Acceptance <input type="checkbox"/> Other Instruments & Documents			
<input type="checkbox"/> Escrow Services (incl. opening escrow, disbursing funds, other escrow fees, closing escrow) Out-of-Pocket Expenses for Escrow Services: <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Courier Fees <input type="checkbox"/> Document Preparation		\$	
<input type="checkbox"/> Other Services [provide description here]		\$	
Total:			

Special Instructions/Notes/Attachments:

Delivery Date (complete Item 1 or 2):

- Report will be completed by _____, provided that the AOC authorizes work no later than: _____.
- Report will be completed _____ business days after receipt of AOC Work Authorization.

[ENTER NAME OF FIRM HERE]

BY: _____
 [Signature of Authorized Agent of Contractor]

Name: _____

Title: _____

Date: _____

Part 3: Work Authorization Signature (To be completed by the AOC)

AOC Request/ WA No.

JUCIDIAL COUNCIL OF CALIFORNIA,
 ADMINISTRATIVE OFFICE OF THE COURTS

BY: _____
 _____ [Signature of AOC Project Manager]

Name: _____

Title: Portfolio Administration Analyst

Date: _____

*END OF EXHIBIT E
 END OF DOCUMENT*