



JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS
STANDARD AGREEMENT COVERSHEET rev 04-10

For Security Screening Equipment and Maintenance Services


AGREEMENT NUMBER [Agreement Number]
FEDERAL EMPLOYER ID NUMBER [Fed. Employer ID Number]

- In this agreement (the “Agreement”), the term “Contractor” refers to **[Contractor name]**, and the term “AOC” refers to the Judicial Council of California, Administrative Office of the Courts.
- This Agreement becomes effective as of **[Date]** (the “Effective Date”) and expires on **[Date]**.
- The title of this Agreement is: **Master Agreement for Statewide Armored Car Services**
 [The title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of the Agreement.]
- 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.

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> [Contractor name]
BY <i>(Authorized Signature)</i> 	BY <i>(Authorized Signature)</i> 
PRINTED NAME AND TITLE OF PERSON SIGNING [Name and title]	PRINTED NAME AND TITLE OF PERSON SIGNING [Name and title]
ADDRESS Attn: Business Services Unit 455 Golden Gate Avenue San Francisco, CA 94102	ADDRESS [Contractor Address; include addressee]

Administrative Office of the Courts Use Only

Agreement Number	[Agreement Number]
Contractor Name	[Contractor Name]

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:	
\$N/A			\$N/A			\$N/A	
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	
							

MASTER AGREEMENT GENERAL CONDITIONS

This Master Agreement for Statewide Armored Car Services (“Master Agreement”) is entered into between _____ (“Contractor”) and the Administrative Office of the Courts, the staff agency to the Judicial Council of California (“AOC”).

Contractor and the AOC agree as follows:

1. **PURPOSE:** The purpose of this Master Agreement is to set forth the terms and conditions that apply to Contractor’s furnishing armored car services as requested in RFP No. FIN-111810CK to the AOC and other members of the Purchasing Group. The “Purchasing Group” includes the AOC, the superior courts, the appellate courts including the Supreme Court of California (each of which may be individually referred to as a “member of the Purchasing Group” or “Purchasing Group member.”)
2. **TERM:** The initial term of this Master Agreement is two (2) years, commencing on the Effective Date set forth on the Standard Agreement Coversheet with three (3) one-year options to extend the term, which option(s) may be exercised individually or collectively by the AOC in its sole discretion any time prior to the expiration of the initial term or any option term. If the AOC elects to extend the term of this Master Agreement, the AOC may negotiate price adjustments applicable during the option period(s) and any agreed-upon price adjustments will be set forth in a written amendment to this Master Agreement. Any agreed-upon price adjustment (whether an increase or decrease in price) may not exceed during any one-year option period the previous 12 months’ change in the Los Angeles Area Consumer Price Index as published by the U.S. Bureau of Labor Statistics.
3. **OBLIGATION:** This Master Agreement does not obligate the AOC or any other member of the Purchasing Group to place any orders under this Master Agreement and it does not guarantee Contractor a specific volume of orders under this Master Agreement. The fees paid by the Judicial Branch to the Contractor shall be at least as low as those fees charged by the Contractor to its other customers in local and state government that are receiving substantially comparable services at substantially comparable volumes over a similar period of time to the Services provided to the Judicial Branch Group (“Government Contract”) The foregoing comparison shall take into effect total scope, volume, geography (to the extent that geography has a direct effect on the Contractor’s actual costs), service levels (when taken as a whole), technology, and assets associated with the services provided by the Contractor in each case and any taxes and transition charges included within the charges for such services. During the Term, the Contractor enters into a Government Contract contradicting the foregoing sentence; the Contractor shall (a) give the Judicial Branch immediate notice of any such lower pricing, and (b) offer to the Judicial Branch an immediate adjustment to the terms of this Agreement to reflect such lower pricing. At least once each year during the Term, upon the Judicial Branch’s request an officer of the contractor shall certify to the Judicial Branch that this

obligation has not been contradicted by any transaction entered into by the Contractor since the later of the (1) Effective Date and (2) date of the most recent certification provided by the Contractor pursuant to this obligation.

4. **RELATIONSHIP OF PARTIES:** The AOC has the authority to enter into Master Agreements for goods and services for it and on behalf of the other Purchasing Group members who are, and are intended to be, third party beneficiaries of this Master Agreement. Individual members of the Purchasing Group may elect to utilize this Master Agreement by placing orders, as set forth herein, in which case the terms and conditions of this Master Agreement govern such orders.
5. **SCOPE OF WORK AND PRICE:**
 - (a) Contractor shall provide armored car services (collectively referred to as “Work”) pursuant to the terms and conditions of this Master Agreement. The descriptions and prices for the Work are set forth in Attachment 2 Work to be Performed and Attachment 3 Payment Provisions to this Master Agreement. Contractor must perform and complete all Work in compliance with the requirements of this Master Agreement and to the satisfaction of the Purchasing Group member placing the order for Work.
 - (b) Contractor’s prices set forth in Attachment 3 Payment Provisions to this Master Agreement, are inclusive of all expenses, charges and costs (except applicable State of California or local sales or use taxes on the products provided or services performed), including but not limited to, shipping and handling, cost of labor, materials, licenses, overhead, profits, all travel and other costs or expenses related or incidental to the Work provided or performed by Contractor under this Master Agreement.
6. **ORDERING:**
 - (a) Purchasing Group members may place individual Purchase Orders for armored car services pursuant to this Master Agreement. An individual Purchasing Group member will place an order by issuing a Purchase Order to Contractor. A “Purchase Order” is defined as an ordering document used by a Purchasing Group member to place an order for Work under this Master Agreement. The form and format of the Purchase Order may vary. The terms and conditions of this Master Agreement No. _____ are applicable to all Purchase Orders, regardless of the form and format of ordering document and regardless of whether the Purchase Order references this Master Agreement or contains different or additional terms. In the event of a conflict or discrepancy between the Master Agreement and an individual Purchase Order, the terms and conditions of this Master Agreement will control. The Purchasing Group member placing the Purchase Order will be responsible for receipt and acceptance of any Work ordered and payment pursuant to the terms and conditions set forth in this Master Agreement.

(b) A Purchase Order placed by a Purchasing Group member constitutes and will be construed as a separate independent contract between Contractor and such Purchasing Group member for purchase and payment of the Work, subject to the following limitation. Any additional or supplemental terms contained in the Purchase Order or in any invoice or confirmation of the Purchase Order that conflict with or materially alter any term or condition of this Master Agreement as it relates to a Purchase Order will not be deemed part of such contract.

(c) The individual Purchasing Group member will be responsible for the receipt and acceptance of all Work that the Purchasing Group member orders from Contractor and the individual Purchasing Group member will be responsible for payment pursuant to the terms and conditions set forth in this Master Agreement.

(d) Each Purchasing Group member placing a Purchase Order will include the name of a Purchasing Group member contact person, ("Purchase Order Project Manager"), the armored car pickup and drop-off schedule from the Purchasing Group member to the Purchasing Group member's financial institution, and the delivery of supply items requested from the Purchasing Group member. If the Purchasing Group member placing a Purchase Order is the AOC, the Purchase Order Project Manager for the AOC is the AOC Project Manager (as set forth in paragraph 22). Contractor must contact the Purchase Order Project Manager for the Purchasing Group member regarding questions on any Purchase Order or payment status of any Purchase Order.

(e) Prior to a Purchasing Group member issuing a Purchase Order to Contractor, the Purchasing Group member will endeavor to confirm with Contractor the armored car pickup and drop-off schedule from the Purchasing Group member to the Purchasing Group member's financial institution, and the delivery of supply items requested from the Purchasing Group member. After a Purchase Order has been issued to Contractor by a Purchasing Group member, Contractor must provide the Purchasing Group member with an immediate acknowledgement of the Purchase Order. The acknowledgement must be submitted by facsimile or email, regardless of what method is used to place the order, and must include: the armored car services ordered delivery of supply items, and Contractor contact information. The Purchase Order is not binding until Contractor provides acknowledgement of the Purchase Order, including the armored car services ordered, delivery of supply items and Contractor contact information, to the Purchasing Group member placing the order. Contractor further understands and acknowledges that even if a Purchase Order includes such dates and times, a change in circumstances beyond the reasonable control of the Purchasing Group member may require the Purchasing Group member to change the Work dates and times at no extra cost to the Purchasing Group member. Such changes include, but are not limited to the time and place of the armored car pickup and drop-off schedule from the Purchasing Group member to the Purchasing Group member's financial institution, and the delivery of supply items requested from the Purchasing Group member.

(f) Contractor must maintain a toll-free telephone number for inquiries and customer service in the event that the Purchasing Group member requires a change in the date, time and place of the armored car pickup and drop-off schedule from the Purchasing Group member to the Purchasing Group member's financial institution, and the delivery of supply items requested from the Purchasing Group member.

7. DISPUTE RESOLUTION:

(a) Informal Resolution:

1. Contractor and the AOC or, as applicable, Contractor and a Purchasing Group member other than the AOC will attempt, in good faith, to resolve informally any disputes under this Master Agreement or a Purchase Order. If the dispute involves this Master Agreement, Contractor must meet with the AOC Contract Manager to discuss the matter and any actions necessary to resolve the dispute informally. If the dispute involves a Purchase Order, Contractor must meet with the Purchase Order Project Manager of the Purchasing Group member to discuss the matter and any actions necessary to resolve the dispute informally.
2. If the Purchase Order Project Manager for a Purchasing Group member other than the AOC and Contractor are unable to resolve a Purchase Order dispute pursuant to paragraph 12(a)(1), then the Finance Director (or equivalent) of the Purchasing Group member and Contractor will meet to discuss the matter and any actions necessary to resolve the dispute informally.
3. If a Purchasing Group member other than the AOC is one of the parties to the dispute, Contractor must inform the AOC Project Manager and AOC Contract Manager of the dispute with the Purchasing Group member and any planned meetings between Contractor and the designated representative of the Purchasing Group member (whether the designated representative is the Purchase Order Project Manager or the Finance Director, or equivalent), and provide the AOC Contract Manager an opportunity to attend any such meetings.

(b) Escalation:

1. If the dispute is not resolved informally by meeting pursuant to paragraph 12(a) (1) for a dispute under this Master Agreement or pursuant to paragraphs 12(a) (1) and 12(a) (2) for a dispute under a Purchase Order, then either party to the dispute may issue a written notice of dispute to the other party to the dispute. Following the issue of such notice, each party's designated representative will meet to exchange information and attempt resolution within fifteen (15) days of receipt of such notice. If a Purchasing Group member other than the AOC is a party to the dispute, Contractor must also provide a copy of such notice to the AOC Contract Manager.
 2. If the matter is not resolved as set forth in paragraph 12(b)(1), the aggrieved party will submit a second written notice to the other party to the dispute which will: (i) provide detailed factual information; (ii) identify the specific provisions in the Master Agreement or Purchase Order, as applicable, on which any demand is based; (iii) advise if the demand involves a cost adjustment and, if so, provide the exact amount, accompanied by all supporting records; and (iv) 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 must be signed by an authorized representative of the aggrieved party. If the aggrieved party is a Purchasing Group member other than the AOC, the Chief Executive Officer or another member of the executive management team will submit the second written notice to Contractor. If the aggrieved party is the AOC, the AOC Business Services Manager will submit the second written notice to Contractor. If a Purchasing Group member other than the AOC is a party to the dispute, Contractor must submit the second written notice to the Chief Executive Officer of the Purchasing Group member and also provide a copy of such second notice to the AOC Contract Manager.
 3. Each party to the dispute will comply with reasonable requests for additional information. Any additional information will be provided to the requesting party within fifteen (15) days after receipt of a written request from the requesting party, 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 section 1152 applies.
- (d) Performance During Dispute Resolution: Pending final resolution of any dispute, Contractor agrees to proceed diligently with the performance of the Work, including any Work under dispute, unless otherwise directed. Contractor's failure to diligently proceed with the Work will be considered a material breach of the Master Agreement.

8. FORCE MAJEURE:

- (a) Force Majeure events include, but are not limited to:
 - 1. catastrophic acts of nature, or public enemy;
 - 2. civil disorder;
 - 3. fire or other casualty for which a party is not responsible; and
 - 4. quarantine or epidemic.

The party asserting a Force Majeure event will immediately provide written notice to the other party of the occurrence and nature of the Force Majeure event, and its expected impact on schedule. The party claiming Force Majeure will use best efforts to continue or resume performance, including alternate sources or means. Contractor will have no right to additional payment for costs incurred as a result of a Force Majeure event.

- (b) Any assertion of a Force Majeure event by Contractor's subcontractors will be attributed to Contractor.

9. WORK REPRESENTATIONS AND WARRANTIES:

- (a) Contractor represents and warrants it can and will provide and perform the Work with promptness and diligence in a manner consistent with the professional standards used in well-managed operations providing services similar to the Work and all applicable industry standards.
- (b) Contractor will, at its own expense, defend, indemnify and hold harmless the AOL and Purchasing Group members from and against any claim, charge, demand, proceeding, suit, liability, loss, cost, expense, order, decree, attorneys fees, court costs, trial or appeal and judgments, including damages of any kind, resulting from, arising out of or in connection with any actual or claimed: (a) personal injury (including death), property damage or loss of any nature whatsoever alleged to have occurred as a result of the use of any of the products covered by this Master Agreement, (b) defect in material, workmanship or design or (c) infringement of any patent, trademark, trade secret, or copyright by any of the products provided under this Master Agreement.
- (c) **CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL SATISFACTORY TO THE AOC) AND HOLD HARMLESS THE PURCHASING GROUP MEMBERS NAMED IN THIS AGREEMENT, AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL LOSSES, COSTS (INCLUDING REASONABLE ATTORNEYS' FEES), LIABILITIES, DAMAGES, AND EXPENSES, INCLUDING INTEREST, PENALTIES AND SETTLEMENT**

AMOUNTS ENTERED INTO, IN EACH CASE WITH RESPECT TO ANY AND ALL THIRD PARTY CLAIMS CAUSED BY, ARISING OUT OF OR RESULTING IN ANY WAY FROM ANY DEFECT, WHETHER LATENT OR PATENT, IN THE GOODS OR SERVICES PURCHASED HEREUNDER OR FROM ANY ACT OR OMISSION BY CONTRACTOR, ITS AGENTS OR EMPLOYEES, INDEPENDENT CONTRACTORS OR SUBCONTRACTORS. THIS INDEMNIFICATION SHALL BE IN ADDITION TO THE WARRANTY OR OTHER OBLIGATIONS OF CONTRACTOR AND SHALL APPLY WITHOUT REGARD TO WHETHER THE CLAIM, DAMAGE, LOSS, LIABILITY, COST OR EXPENSE IS BASED ON BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY. THIS INDEMNITY SHALL SURVIVE DELIVERY AND ACCEPTANCE OF GOODS OR SERVICES.

10. SCOPE OF WORK; ACCEPTANCE:

Scope of Work: Contractor will perform and complete all Work described in Attachment 2, Work to be Performed, in compliance with the requirements of this Master Agreement, and to the satisfaction of the Purchasing Group member placing the Purchase Order.

11. INVOICES, PAYMENT AND SETOFF: A member of the Purchasing Group placing a Purchase Order under this Master Agreement has no obligation to pay for any Work until acceptance of the Work and receipt of one original and two copies of a correct invoice. The Purchasing Group members will not make any advance payments for any Work. The invoice must be sent to the address shown on the Purchase Order. Each invoice must be printed on Contractor's standard printed bill form, and must include at a minimum (a) the Purchase Order number, (b) Contractor's name and address, (c) the nature of the invoiced charge, (d) the description of Work provided, (e) the per unit amount charged, if applicable, (f) the extended price, with taxes itemized separately, (g) each item comprising the Work designated on the invoice as taxable or nontaxable and all tax must be included as a separate line item on Contractor's invoice. Payment is due Net 45 from date of receipt of a Purchasing Group member's invoice unless otherwise indicated on the Purchase Order. Amounts owed to a member of the Purchasing Group due to rejection of all or a portion of the Work or discrepancies in the invoices must be, at the Purchasing Group member's option, fully credited against future invoices payable by the Purchasing Group member, or paid by Contractor within thirty (30) days from Contractor's receipt of a debit memo or other written request for payment from the Purchasing Group member. The Purchasing Group member has the right at any time to set off any amount owing from Contractor to the Purchasing Group member against any amount payable by the Purchasing Group member pursuant to any Purchase Order or any other transaction or occurrence.

12. REPORTS: Contractor will provide to the AOC Project Manager monthly program reports as required in Attachment 2, Work to be Performed

13. **AUDIT RIGHTS:** Contractor agrees to maintain records relating to the Work and billing by Contractor under this Master Agreement and any Purchase Order for a period of five (5) years after final payment of any Purchase Order issued under this Master Agreement. During the period of time that Contractor is required to retain such records, the AOC Contract Manager, any Purchasing Group member, or other authorized agent may, during normal business hours, inspect and make extracts or copies of such records and other materials for purposes of confirming the accuracy of invoices relating to the Work.
14. **CHANGES AND AMENDMENTS:** Changes or amendments to any component of the Master Agreement can be made only with prior written approval from the AOC Contract Manager. Requests for changes or amendments must be submitted in writing to the AOC Contract Manager 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 Master Agreement or any subsequent Purchase Order due to an act of Force Majeure although the performance period of the Master Agreement or a Purchase Order, as applicable, may be amended due to an act of Force Majeure. After the AOC Contract Manager reviews the request, a written decision will be provided to Contractor. No amendment to this Master Agreement will be effective unless it is on an AOC amendment form, signed by both Contractor and the AOC.
15. **WAIVER; SEVERABILITY:** A party's waiver of enforcement of any of this Master 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. If any part of this Master Agreement is held unenforceable, all other parts remain enforceable.
16. **TERMINATION:**
 - (a) The AOC may terminate this Master Agreement without cause by providing Contractor with thirty (30) days prior written notice. If necessary, AOC and the affected Purchasing Group members will discuss payment and performance of any Purchase Orders outstanding at the proposed date of termination.
 - (b) Any Purchasing Group member may terminate a Purchase Order for cause immediately if The Contractor is in breach of the terms of such Purchase Order or this Master Agreement and such breach is not cured within ten (10) days of written notice, or is not capable of cure. Whether or not any breach by Contractor is capable of cure, or is cured, is within the sole discretion of the Purchasing Group member who placed the Purchase Order.
 - (c) The AOC may terminate this Master Agreement for cause immediately. Termination may be made for cause if any of the representations or warranties become untrue at any time during the term of this Master Agreement, or if Contractor fails or is unable to meet or perform any of its duties under this Master Agreement, and such failure

is not cured within ten (10) days of written notice, or is not capable of cure. Whether or not any failure by Contractor is capable of cure, or is cured, is within the sole discretion of the AOC. If necessary, the affected Purchasing Group member, AOC, and Contractor will discuss performance of any Purchase Orders outstanding at the date of termination.

(d) A Purchasing Group member's obligations under a Purchase Order are subject to the availability of funds authorized for the purchase. Expected or actual funding may be withdrawn, reduced, or limited prior to the fulfillment of the Purchase Order. Upon written notice, a Purchasing Group member may terminate a Purchase Order, in whole or in part, without prejudice to any right or remedy, for lack of appropriation of funds. Upon termination, the Purchasing Group member will pay Contractor for the Work delivered or completed prior to the date of termination.

17. **GENERAL INDEMNITY:** Contractor will indemnify, defend (with counsel satisfactory to the AOC) and hold the AOC and the other Purchasing Group members and their respective officers, agents, and employees harmless from any and all losses, costs (including reasonable attorneys' fees), liabilities, damages and deficiencies, including interest, penalties and settlement amounts entered into, in each case, with respect to any and all third party claims caused by, arising out of, or relating in any way to, any defect, whether latent or patent, in the products or services purchased under this Master Agreement or from any act or omission by Contractor, its agents or employees, independent contractors, or subcontractors. This indemnification is in addition to any warranty or other obligations of Contractor and will apply without regard to whether the claim, damage, loss, liability, cost or expense is based on breach of warranty, negligence, strict liability, or any other legal or equitable theory. This indemnity will survive delivery and acceptance of products or services.
18. **INFRINGEMENT INDEMNITY:** Contractor will indemnify, defend (with counsel satisfactory to the AOC) and hold the Purchasing Group members and their respective officers, agents, and employees harmless from any and all losses (including reasonable attorneys' fees), liabilities, damages, and deficiencies, including interest, penalties and settlement amounts entered into, in each case, with respect to any third party claims which arise out of or relate in any way to any claim of infringement, misappropriation or unauthorized use of any patent, trade secret, copyright, or trademark in connection with any products or services furnished or provided by Contractor under this Master Agreement.
19. **INSURANCE:**

Basic Coverage. Contractor must maintain at its expense the following insurance during the Term:

- (a) **Commercial General Liability.** Commercial General Liability Insurance written on an occurrence form with limits of not less than \$2,000,000 per occurrence, and a \$2,000,000 annual aggregate limit of liability. Each policy must include coverage for

liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, including assault and battery, and liability assumed under an insured contract.

(b) **Workers' Compensation/Employer's Liability.** Statutory workers' compensation insurance, including special coverage extensions, for all of Contractor's employees who will be engaged in the performance of the Services, and employer's liability with limits not less than \$1,000,000 for each accident, \$1,000,000 as the aggregate disease policy limit, and \$1,000,000 as the disease limit for each employee.

(c) **Automobile Liability.** Automobile liability insurance to cover the ownership, maintenance, use, loading and unloading of all vehicles owned, hired, or used by, or on behalf of, the Contractor, that are used in the performance of the Services with limits of not less than \$2,000,000 per accident.

(d) **Commercial Crime Insurance.** Commercial crime insurance with limits of not less than \$2,000,000 per occurrence and annual aggregate, to cover loss or damage to currency, coin, checks, securities, or other property placed into the care, custody and control of the Contractor by the Judicial Council of California, or the Administrative Office of the Courts, or any Superior Court of California, whether in transit or storage resulting in or from:

- i. The commission, or attempted commission of a crime,
- ii. The theft, disappearance or destruction money, securities, and property, including, the cost of check reconstruction,
- iii. dishonest or fraudulent acts, including forgery and alteration,
- iv. loss or damage to locked safe, vault, or cash box in the possession of the Contractor

(e) **Umbrella Policies.** Contractor may satisfy basic coverage limits through any combination of primary, excess or umbrella insurance.

(f) **Deductibles and Self-Insured Retentions.** Contractor is responsible for and may not recover from the Court, including its elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents, if any, any deductible or self-insured retention that is connected to the insurance required under this 9.

(g) **Certificates of Insurance.** Contractor will provide Court with certificates of insurance satisfactory to Court, evidencing that all required insurance is in force before Contractor performs any Services, and provide complete copies of each policy upon request.

(h) **Qualifying Insurers.** For insurance to satisfy the requirements of this section, all required insurance must be issued by a carrier with an A.M. Best rating of A-/VII or better that is authorized to transact business in the State.

- (i) Required Policy Provisions. Each policy must provide, as follows:
- (j) Insurance Primary. With respect to commercial general liability and automobile liability insurance the policies must be endorsed to be primary and non-contributory with any insurance or self-insurance programs carried or administered by State of California, the Judicial Council of California, the Administrative Office of the Courts, any Superior Court of California including their respective judges, judicial officers, subordinate judicial officers, directors, officers, members, employees, agents, contractors and volunteers.
- (k) Waiver of Recovery. Contractor waives any right of recovery it may have, and will require that any insurer providing commercial general liability, workers compensation, and automobile liability to also waive any right of recovery it may have against any of the State of California, the Judicial Council of California, the Administrative Office of the Courts, or any Superior Court of California, including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents for liability arising out of the Services performed by Contractor under this Contract.
- (l) Cancellation. That for all insurance required under section 9 an endorsement that the insurance will not be materially changed or cancelled without 30 days notice to the Court.
- (m) Additional Insured. With respect to commercial general liability and automobile liability insurance the policies must be endorsed to include the State of California, the Judicial Council of California, the Administrative Office of the Courts, the every Superior Court of California, including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents as additional insureds.
- (n) Consequences of Cancellation or Termination. If the required insurance is cancelled or terminated during the Term, the AOL and Purchasing Group members are not required to process invoices after such cancellation or termination until Contractor provides evidence of reinstatement of the required insurance. If Contractor fails to obtain the appropriate waivers of subrogation, additional insured status, or certificates of insurance from its insurer(s), Contractor will indemnify the AOL and Purchasing Group members for all costs and liability caused by Contractor's breach.
- (o) Subcontractors. The contractor shall include any Subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. Insurance coverages provided by Subcontractors as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.

20. **CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES.** At all times during the term of this Master Agreement, and in the performance of Work hereunder or under any Purchase Order:

- (a) Contractor will maintain all required licenses and observe and comply with all applicable federal, state, and local laws, rules, and regulations affecting the Work provided or performed under this Master Agreement or any Purchase Order.
- (b) During the performance of this Master Agreement and any Purchase Order, Contractor and its subcontractors will 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 will ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and its subcontractors will 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 Master Agreement or any Purchase Order. Contractor and its subcontractors will take all reasonable steps to prevent harassment from occurring.
- (c) Contractor will comply with applicable provisions of the Fair Employment and Housing Act, California Government Code section 12900 et seq., and the applicable regulations promulgated under California Code of Regulations, title 2, section 7285 et seq.
- (d) Contractor will comply with applicable provisions of the Americans with Disabilities Act (“ADA”) of 1990 (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.
- (e) No gratuities, in the form of entertainment, gifts, or otherwise, were offered by Contractor or any agent, director, or representative of Contractor, to any officer, official, agent, consultant, or employee of the AOC or of another Purchasing Group member, with a view toward securing this Master Agreement or any Purchase Order or securing favorable treatment with respect to any determinations concerning the performance of this Master Agreement or any Purchase Order. For breach or violation of this representation and warranty, the AOC has the right to terminate this Master Agreement, for cause, either in whole or in part, and any loss or damage sustained by the AOC or any other Purchasing Group member in procuring, on the open market, any items which Contractor agreed to supply, will be borne and paid for by Contractor. The rights and remedies of the Purchasing Group members provided for in this provision are not exclusive and are in addition to any other rights or remedies provided by law or under this Master Agreement.
- (f) Any statement in a written certification provided by Contractor to the AOC relating to this Master Agreement and signed on, before or after the Effective Date of this

Master Agreement was true and correct when given and will remain true and correct during the term of this Master Agreement.

21. **CONFIDENTIALITY:** Contractor will hold in confidence all information a Purchasing Group member discloses to Contractor and all information to which Contractor gains access while providing Work under this Master Agreement or any Purchase Order. Contractor's obligation of confidentiality does not, however, apply to any information that Contractor can demonstrate is available to the public (other than through a breach of this Master Agreement). Contractor understands that a breach of its obligation of confidentiality may result in irreparable damage to the AOC or another member of the Purchasing Group for which no adequate remedy is available and that the AOC or such other Purchasing Group member will be entitled to injunctive or other equitable relief.
22. **STATUS AS INDEPENDENT CONTRACTOR AND SUBCONTRACTORS:** Contractor is an independent contractor and while performing the Work on or off the premises of the Purchasing Group members, neither it nor any of its agents or employees will be considered agents or employees of such Purchasing Group members. Contractor does not have the right to subcontract or delegate its obligations under this Master Agreement without the prior written consent of the AOC. Consent may be granted or withheld in the absolute discretion of the AOC. Any attempted subcontracting without the prior written consent of the AOC is void.
23. **REQUESTS; COMMUNICATION; NOTICE:**
 - (a) All requests, communications and notices concerning this Master Agreement must be made through the AOC Contract Manager. Notice to the AOC must be in writing and be delivered to the AOC Contract Manager at the following address by depositing in the U.S. Mail or commercial express mail, first-class and pre-paid with return receipt requested:

Christine Kleaver
AOC Contract Specialist
Judicial Council of California
Administrative Office of the Courts
455 Golden Gate Avenue, 7th Floor
San Francisco, California 94102
Telephone: 415-865-7947

- (b) Any notice or information that is required to be delivered to the AOC Project Manager will be delivered to the following address:

____TBD_____, AOC Project Manager
Judicial Council of California
Administrative Office of the Courts

Telephone: _____
FAX: _____

- (c) Notice to Contractor concerning this Master Agreement or any Purchase Order must be in writing and be delivered to the following address by depositing in the U.S. Mail or commercial express mail, first-class and pre-paid with return receipt requested:

- (d) Notice concerning this Master Agreement or any Purchase Order is effective on receipt; however, any correctly addressed written notice that is refused, unclaimed, or undeliverable because of an act or omission of the party notified will be deemed effective as of the first date that the notice was refused, unclaimed or deemed undeliverable.
- (e) Except as otherwise provided in paragraph 7, Dispute Resolution, all requests, communications and notices concerning a Purchase Order between Contractor and a Purchasing Group member must be made through the Purchasing Group member.

24. **ASSIGNMENT:** Contractor may not assign this Master Agreement, in whole or in part, without the prior written consent of the AOC. Consent may be granted or withheld in the

- absolute discretion of the AOC. Any attempted assignment without the prior written consent of the AOC is void. No assignment will release Contractor from its duties under this Master Agreement.
25. **BACKGROUND CHECKS:** The AOC and any Purchasing Group member has the right, but not the obligation, to conduct a background check on any person who performs Work under this Master Agreement or any Purchase Order and Contractor must cooperate with the Purchasing Group member in conducting the background check. Contractor must provide any release, waiver, or permission the Purchasing Group member may need to conduct the background check. Contractor must not assign any person to perform Work if that person refuses to undergo a background check.
 26. **PUBLICITY:** Contractor must not make any public announcement, press release, or other writing relating to this Master Agreement or any Purchase Order without the prior written approval of the AOC Business Services Manager. In no event will the AOC Business Services Manager approve any writing that could be construed as an endorsement of Contractor.
 27. **GOVERNING LAW, VENUE:** The formation, interpretation and performance of this Master Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provision. Venue for all litigation relative to the formation, interpretation and performance of this Master Agreement shall be in the City and County of San Francisco.
 28. **CONTRACT CONSTRUCTION:** Headings or captions to the provisions of this Master Agreement are solely for the convenience of the parties, are not part of the Master Agreement, and shall not be used to interpret or determine the validity of this Master Agreement. Any ambiguity in this Master Agreement or any Work Order shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Master Agreement or the Work Order.
 29. **SURVIVAL:** Terms which survive any termination or expiration of this Master Agreement include, but are not limited to, Product and Service Warranties, General Indemnity, Infringement Indemnity, Representations and Warranties, Audit Rights, and Assignment.
 30. **QUALIFIED PERSONNEL:** Contractor must assign to perform Work under this Master Agreement or any Purchase Order only personnel who have sufficient training and experience to successfully perform the Work. If the AOC or another Purchasing Group member is dissatisfied, for any reason or no reason, with any personnel assigned by Contractor to perform Work, Contractor must immediately replace them with qualified personnel.

31. **SIGNATURE AUTHORITY:** The parties signing this Master Agreement certify that they have proper authorization to do so.

32. **NON-EXCLUSIVITY:** This is a non-exclusive agreement. The AOC and the Purchasing Group members reserve the right to perform, or have others perform the Work of this Master Agreement. The AOC and the members of the Purchasing Group reserve the right to bid the Work to others or procure the Work by other means.

33. **ENTIRE AGREEMENT:** This Master Agreement including any exhibits, schedules, or attachments constitutes the entire agreement and final understanding of the parties with respect to the subject matter hereof and supersedes and terminates any and all prior and/or contemporaneous negotiations, representations, understandings, discussions, offers, proposals, or agreements between the parties, whether written or oral, express or implied, relating in any way to the subject matter hereof. No subsequent amendment to this Master Agreement will be effective unless in writing signed by properly authorized representatives of AOC and Contractor.