

PTSD

Contractor: Perrin Quarles Associates, Inc.

Contract # 07-719

FUNDING FISCAL YEAR	FY 07/08		
TERM	01/01/08-01/31/09		
PCA	72720		
LINE ITEM/OBJECT	435		TOTAL
DESCRIPTION	Develop GHG Mandatory Reporting Tool		

Contract \$	\$	249,900.00	\$	249,900.00
			\$	
			\$	

Total, Contract	\$	249,900.00	\$	249,900.00
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Payments to Contractor:

Inv. #	Inv. Date	Ser Per		C/S
101R	4/14/2008	2/29-03/23/08	19,044.14	19,044.14 C070823 ✓
102	4/30/2008	3/24-04/23/08	9,718.89	9,718.89 C070848 ✓
103	5/30/2008	4/24-05/23/08	16,017.42	16,017.42 C070934 ✓
104	06/30/08	05/24-06/23/08	14,212.60	14,212.60 C071041 ✓
105	7/31/2008	6/24-7/23/08	17,854.82	17,854.82 C080086 ✓
106	8/29/2008	7/24/8/23/08	11,481.63	11,481.63 C080133 ✓
107	9/30/2008	8/24-9/23/08	52,216.28	52,216.28 C080209 ✓
108	10/31/08	09/24/08-10/23/08	74,626.99	74,626.99 C080313 ✓
109	12/1/2008	10/24/08-11/10/08	34,722.90	34,722.90 C080367 ✓

Total, Payments	\$	249,895.67	\$	249,895.67
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Balance Available to Pay Contractor	\$	4.33	\$	4.33
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Balance Must Be Spent By: 6/30/2010 6/30/2011 6/30/2012

Notes:

Contract Manager: Webster Tasat

32

PQA

PERRIN QUARLES ASSOCIATES

CO7-823

April 14, 2008

Air Resources Board
Accounting Section
1001 I Street
Sacramento, CA 95812

RE: Agreement No. 07-719
Federal ID No. 54-1102354
PQA Project No. 892
February 29, 2008 - March 23, 2008

INVOICE NO. 101R

INVOICE

Labor:	Hourly Rate	Current Hours	Current Cost	Cumulative Cost
Senior Consultant II	\$159.00	36.0	\$5,724.00	\$5,724.00
Project Manager	\$94.00	45.0	\$4,230.00	\$4,230.00
Senior Programmer/Analyst II	\$96.00	5.0	\$480.00	\$480.00
Quality Assurance Analyst II	\$66.00	7.2	\$475.20	\$475.20
Environmental Analyst I	\$49.00	74.7	\$3,660.30	\$3,660.30
Assistant Contract Administrator	\$54.00	0.3	\$16.20	\$16.20
Communication Specialist II	\$56.00	0.5	\$28.00	\$28.00
Communication Specialist I	\$49.00	4.9	\$240.10	\$240.10
Total Labor		173.6	\$14,853.80	\$14,853.80
Other Direct Costs:				
Travel			\$4,190.34	\$4,190.34
Total Other Direct Costs			\$4,190.34	\$4,190.34
Total Cost:			\$19,044.14	\$19,044.14

*Approved
attached*

Thank you for your remittance.



William Balcke

Voucher No. 101R
 Agreement No. 07-719
 Summary of Travel Costs

Date	Details	People	Cost Type	Quantity	Rate/Unit	Total
3/18 -	Point of Origin: PQA Offices, VA	3	Per Diem	4 days/person (PQ & NR)	\$40/day	\$320.00
3/21/08	Destination: Sacramento, CA		Per Diem	3 days and Breakfast (JB)	\$40/day	\$126.00
	Purpose: Kickoff Meeting		Lodging	3 night/person (PQ and NR)	\$95.58/night	\$573.48
			Lodging	2 nights (JB)	\$95.58/night	\$191.16
			Airfare (PQ)			\$924.50
			Airfare (JB)			\$951.00
			Airfare (NR)			\$928.00
			Parking	Charlottesville Airport Parking		\$53.20
			Ground Transportation	Round trip Taxi fare for three separate people from the Airport to ARB.		\$123.00
TOTAL TRAVEL COSTS						\$4,190.34



PERRIN QUARLES ASSOCIATES

C070848

April 30, 2008

Air Resources Board
Accounting Section
1001 I Street
Sacramento, CA 95812

RECEIVED
FISCAL BRANCH
2008 MAY -2 AM 8:07

RE: Agreement No. 07-719
Federal ID No. 54-1102354
PQA Project No. 892
March 24, 2008 - April 23, 2008

INVOICE NO. 102

INVOICE

Labor:	Hourly Rate	Current Hours	Current Cost	Cumulative Cost
Senior Consultant II	\$159.00	6.5	\$1,033.50	\$6,757.50
Project Manager	\$94.00	23.5	\$2,209.00	\$6,439.00
Senior Programmer/Analyst II	\$96.00	0.0	\$0.00	\$480.00
Quality Assurance Analyst II	\$66.00	41.4	\$2,732.40	\$3,207.60
Environmental Analyst I	\$49.00	69.2	\$3,390.80	\$7,051.10
Contract Administrator	\$71.00	2.4	\$170.40	\$170.40
Assistant Contract Administrator	\$54.00	1.3	\$70.20	\$86.40
Communication Specialist II	\$56.00	0.7	\$39.20	\$67.20
Communication Specialist I	\$49.00	1.3	\$63.70	\$303.80
Total Labor		146.3	\$9,709.20	\$24,563.00
Other Direct Costs:				
Postage			\$8.97	\$8.97
Telephone			\$0.72	\$0.72
Travel			\$0.00	\$4,190.34
Total Other Direct Costs			\$9.69	\$4,200.03
Total Cost:			\$9,718.89	\$28,763.03

Approval
Attached

Thank you for your remittance.

William Balcke



PERRIN QUARLES ASSOCIATES

April 30, 2008

Air Resources Board
Accounting Section
1001 I Street
Sacramento, CA 95812

Dear Accounts Payable,

Enclosed is PQA's Invoice No. 102 for Agreement Number 07-719, for work performed from March 24, 2008 through April 23, 2008.

If you have any questions, please give me or Cate Garris a call at extension 117 or 138, respectively.

Sincerely,

A handwritten signature in black ink, appearing to read 'William Balcke', written in a cursive style.

William Balcke

Enclosure
WWB/emr

RECEIVED
FISCAL BRANCH
2008 MAY - 1 AM 11:15



PERRIN QUARLES ASSOCIATES

CO70934

May 30, 2008

Air Resources Board
Accounting Section
1001 I Street
Sacramento, CA 95812

RECEIVED
FISCAL BRANCH
2008 JUN -3 AM 8:15

RE: Agreement No. 07-719
Federal ID No. 54-1102354
PQA Project No. 892
April 24, 2008 - May 23, 2008

INVOICE NO. 103

Approved
W. Baicke

INVOICE

Labor:	Hourly Rate	Current Hours	Current Cost	Cumulative Cost
Senior Consultant II	\$159.00	6.0	\$954.00	\$7,711.50
Project Manager	\$94.00	29.5	\$2,773.00	\$9,212.00
Senior Programmer/Analyst II	\$96.00	0.0	\$0.00	\$480.00
Quality Assurance Analyst II	\$66.00	41.9	\$2,765.40	\$5,973.00
Environmental Analyst I	\$49.00	191.5	\$9,383.50	\$16,434.60
Contract Administrator	\$71.00	0.6	\$42.60	\$213.00
Assistant Contract Administrator	\$54.00	1.0	\$54.00	\$140.40
Communication Specialist II	\$56.00	0.0	\$0.00	\$67.20
Communication Specialist I	\$49.00	0.4	\$19.60	\$323.40
Total Labor		270.9	\$15,992.10	\$40,555.10
Other Direct Costs:				
Postage			\$12.84	\$21.81
Telephone			\$1.04	\$1.76
Temporary Labor			\$11.44	\$11.44
Travel			\$0.00	\$4,190.34
Total Other Direct Costs			\$25.32	\$4,225.35
Total Cost:			\$16,017.42	\$44,780.45

Thank you for your remittance.

William Baicke
William Baicke



PERRIN QUARLES ASSOCIATES

May 30, 2008

Air Resources Board
Accounting Section
1001 I Street
Sacramento, CA 95812

Dear Accounts Payable,

Enclosed is PQA's Invoice No. 103 for Agreement Number 07-719, for work performed from April 24, 2008 through May 23, 2008.

If you have any questions, please give me or Cate Garris a call at extension 117 or 138, respectively.

Sincerely,

A handwritten signature in black ink, appearing to read 'William Balcke', written in a cursive style.

William Balcke

Enclosure
WWB/emr

RECEIVED
FISCAL BRANCH

2008 JUN -2 AM 11:49

RECEIVED
FISCAL BRANCH

2008 JUL -1 AM 10:39



PERRIN QUARLES ASSOCIATES

C071041

June 30, 2008

Air Resources Board
Accounting Section
1001 I Street
Sacramento, CA 95812

RE: Agreement No. 07-719
Federal ID No. 54-1102354
PQA Project No. 892
May 24, 2008 - June 23, 2008

INVOICE NO. 104

INVOICE

Labor:	Hourly Rate	Current Hours	Current Cost	Cumulative Cost
Senior Consultant II	\$159.00	0.0	\$0.00	\$7,711.50
Project Manager	\$94.00	26.5	\$2,491.00	\$11,703.00
Senior Programmer/Analyst II	\$96.00	12.0	\$1,152.00	\$1,632.00
Senior Programmer/Analyst I	\$88.00	1.5	\$132.00	\$132.00
Senior Quality Assurance Analyst II	\$93.00	1.0	\$93.00	\$93.00
Quality Assurance Analyst II	\$66.00	56.6	\$3,735.60	\$9,708.60
Senior Environmental Analyst I	\$86.00	4.0	\$344.00	\$344.00
Environmental Analyst I	\$49.00	118.1	\$5,786.90	\$22,221.50
Contract Administrator	\$71.00	0.1	\$7.10	\$220.10
Assistant Contract Administrator	\$54.00	1.0	\$54.00	\$194.40
Communication Specialist II	\$56.00	2.0	\$112.00	\$179.20
Communication Specialist I	\$49.00	3.0	\$147.00	\$470.40
Total Labor		225.8	\$14,054.60	\$54,609.70
Other Direct Costs:				
Postage			\$8.56	\$30.37
Telephone			\$0.20	\$1.96
Temporary Labor			\$149.24	\$160.68
Travel			\$0.00	\$4,190.34
Total Other Direct Costs			\$158.00	\$4,383.35
Total Cost:			\$14,212.60	\$58,993.05

Approved
W. Balcke

Thank you for your remittance.

William Balcke

RECEIVED
FISCAL BRANCH

2008 JUL -1 AM 10:39



June 30, 2008

Air Resources Board
Accounting Section
1001 I Street
Sacramento, CA 95812

Dear Accounts Payable,

Enclosed is PQA's Invoice No. 104 for Agreement Number 07-719, for work performed from May 24, 2008 through June 23, 2008.

If you have any questions, please give me or Cate Garris a call at extension 117 or 138, respectively.

Sincerely,



William Balcke

Enclosure
WWB/emr



PERRIN QUARLES ASSOCIATES

C080086

July 31, 2008

Air Resources Board
Accounting Section
1001 I Street
Sacramento, CA 95812

RE: Agreement No. 07-719
Federal ID No. 54-1102354
PQA Project No. 892
June 24, 2008 - July 23, 2008

INVOICE NO. 105

INVOICE

Labor:	Hourly Rate	Current Hours	Current Cost	Cumulative Cost
Senior Consultant II	\$159.00	2.0	\$318.00	\$8,029.50
Project Manager	\$94.00	27.5	\$2,585.00	\$14,288.00
Senior Programmer/Analyst II	\$96.00	0.0	\$0.00	\$1,632.00
Senior Programmer/Analyst I	\$88.00	0.0	\$0.00	\$132.00
Senior Quality Assurance Analyst II	\$93.00	0.0	\$0.00	\$93.00
Quality Assurance Analyst II	\$66.00	53.0	\$3,498.00	\$13,206.60
Senior Environmental Analyst I	\$86.00	1.5	\$129.00	\$473.00
Environmental Analyst I	\$49.00	190.9	\$9,354.10	\$31,575.60
Contract Administrator	\$71.00	0.2	\$14.20	\$234.30
Assistant Contract Administrator	\$54.00	1.3	\$70.20	\$264.60
Communication Specialist II	\$56.00	16.9	\$946.40	\$1,125.60
Communication Specialist I	\$49.00	18.4	\$901.60	\$1,372.00
Total Labor		311.7	\$17,816.50	\$72,426.20
Other Direct Costs:				
Postage			\$8.56	\$38.93
Telephone			\$0.00	\$1.96
Temporary Labor			\$29.76	\$190.44
Travel			\$0.00	\$4,190.34
Total Other Direct Costs			\$38.32	\$4,421.67
Total Cost:			\$17,854.82	\$76,847.87

Thank you for your remittance.

William Balcke



PERRIN QUARLES ASSOCIATES

July 31, 2008

RCVD AUG 1 2008

Air Resources Board
Accounting Section
1001 I Street
Sacramento, CA 95812

Dear Accounts Payable,

Enclosed is PQA's Invoice No. 105 for Agreement Number 07-719, for work performed from June 24, 2008 through July 23, 2008.

If you have any questions, please give me or Cate Garris a call at extension 117 or 138, respectively.

Sincerely,

A handwritten signature in black ink, appearing to read 'William Balcke', is written over a white background.

William Balcke

WWB/emr
Enclosure

Harman, Guy@ARB

From: Karen Lutter [klutter@arb.ca.gov]
Sent: Monday, August 04, 2008 2:30 PM
To: Harman, Guy@ARB
Subject: Re: Invoice Approval: PQA 07-719 #105

I approve of the attached invoice from PQA.

Thanks.

Harman, Guy@ARB wrote:

> If charges are correct, please approve attached invoice by 08/11/08 via
> e-mail.

>

>

>

Thank You

>

> Guy Harman

> Accountant I (Specialist)

> California Air Resources Board

> Phone (916) 322-9390

> Fax (916) 322-9612

>

> -----Original Message-----

> From: sharpcopier@arb.ca.gov [mailto:sharpcopier@arb.ca.gov]

> Sent: Monday, August 04, 2008 8:58 AM

> To: Harman, Guy@ARB

> Subject: Scanned image from Accounting Sharp Copier 20th Floor

>

>

> DEVICE NAME: Accounting Sharp Copier 20th Floor

> DEVICE MODEL: SHARP AR-M550U

> LOCATION: 20th floor-South Side-Center

>

> FILE FORMAT: PDF MMR(G4)

> RESOLUTION: 300dpi x 300dpi

>

> Attached file is scanned image in PDF format.

> This file can be read by Adobe Acrobat Reader.

> The reader can be downloaded from the following URL:

>

>

<http://www.adobe.com/>

>

>

--

Karen Lutter

CA Air Resources Board

Planning & Technical Support Division

Emissions Inventory Analysis

klutter@arb.ca.gov

(916)322-8620



PERRIN QUARLES ASSOCIATES

CO80133

August 29, 2008

Air Resources Board
Accounting Section
1001 I Street
Sacramento, CA 95812

RE: Agreement No. 07-719
Federal ID No. 54-1102354
PQA Project No. 892
July 24, 2008 - August 23, 2008

INVOICE NO. 106

INVOICE

Labor:	Hourly Rate	Current Hours	Current Cost	Cumulative Cost
Senior Consultant II	\$159.00	3.5	\$556.50	\$8,586.00
Senior Consultant I	\$96.00	0.5	\$48.00	\$48.00
Project Manager	\$94.00	14.0	\$1,316.00	\$15,604.00
Senior Programmer/Analyst II	\$96.00	13.0	\$1,248.00	\$2,880.00
Senior Programmer/Analyst I	\$88.00	0.0	\$0.00	\$132.00
Senior Quality Assurance Analyst II	\$93.00	0.0	\$0.00	\$93.00
Quality Assurance Analyst II	\$66.00	15.5	\$1,023.00	\$14,229.60
Senior Environmental Analyst I	\$86.00	0.5	\$43.00	\$516.00
Environmental Analyst I	\$49.00	146.4	\$7,173.60	\$38,749.20
Contract Administrator	\$71.00	0.0	\$0.00	\$234.30
Assistant Contract Administrator	\$54.00	1.2	\$64.80	\$329.40
Communication Specialist II	\$56.00	0.0	\$0.00	\$1,125.60
Communication Specialist I	\$49.00	0.0	\$0.00	\$1,372.00
Total Labor		194.6 *	\$11,472.90	\$83,899.10
Other Direct Costs:				
Postage			\$8.56	\$47.49
Telephone			\$0.17	\$2.13
Temporary Labor			\$0.00	\$190.44
Travel			\$0.00	\$4,190.34
Total Other Direct Costs			\$8.73	\$4,430.40
Total Cost:			\$11,481.63	\$88,329.50

*Approved
W. Balcke*

* PQA has held 4.7 hours associated with the Stop Work Order dated July 31, 2008.

Thank you for your remittance.

William Balcke



RCVD SEP 2 2008

August 29, 2008

Air Resources Board
Accounting Section
1001 I Street
Sacramento, CA 95812

Dear Accounts Payable,

Enclosed is PQA's Invoice No. 106 for Agreement Number 07-719, for work performed from July 24, 2008 through August 23, 2008.

If you have any questions, please give me or Cate Garris a call at extension 117 or 138, respectively.

Sincerely,

A handwritten signature in black ink, appearing to read 'William Balcke', written in a cursive style.

William Balcke

WWB/cer
Enclosure

Harman, Guy@ARB

From: Lutter, Karen@ARB
Sent: Wednesday, September 03, 2008 2:09 PM
To: Harman, Guy@ARB
Subject: RE: Invoice Approval: PQA 07-719 #106

I approve of these charges.

Thankyou.

-----Original Message-----

From: Harman, Guy@ARB
Sent: Wednesday, September 03, 2008 9:12 AM
To: Lutter, Karen@ARB
Subject: Invoice Approval: PQA 07-719 #106

If charges are correct, please approve attached invoice by 09/10/08 via e-mail.

Thank You

Guy Harman
Accountant I (Specialist)
California Air Resources Board
Phone (916) 322-9390
Fax (916) 322-9612

-----Original Message-----

From: sharpcopier@arb.ca.gov [mailto:sharpcopier@arb.ca.gov]
Sent: Wednesday, September 03, 2008 8:54 AM
To: Harman, Guy@ARB
Subject: Scanned image from Accounting Sharp Copier 20th Floor

DEVICE NAME: Accounting Sharp Copier 20th Floor
DEVICE MODEL: SHARP AR-M550U
LOCATION: 20th floor-South Side-Center

FILE FORMAT: PDF MMR(G4)
RESOLUTION: 300dpi x 300dpi

Attached file is scanned image in PDF format.
This file can be read by Adobe Acrobat Reader.
The reader can be downloaded from the following URL:

<http://www.adobe.com/>



PERRIN QUARLES ASSOCIATES

07-719

050209

September 30, 2008.

Air Resources Board
Accounting Section
1001 I Street
Sacramento, CA 95812

*Approval
attached*

RE:

Agreement No. 07-719
Federal ID No. 54-1102354
PQA Project No. 892
August 24, 2008 - September 23, 2008

INVOICE NO. 107.

INVOICE

Labor:	Hourly Rate	Current Hours	Current Cost	Cumulative Cost
Senior Consultant II	\$159.00	6.5	\$1,033.50	\$9,619.50
Senior Consultant I	\$96.00	35.5	\$3,408.00	\$3,456.00
Project Manager	\$94.00	40.0	\$3,760.00	\$19,364.00
Senior Programmer/Analyst II	\$96.00	175.5	\$16,848.00	\$19,728.00
Senior Programmer/Analyst I	\$88.00	77.1	\$6,784.80	\$6,916.80
Programmer/Analyst I	\$71.00	2.5	\$177.50	\$177.50
Senior Quality Assurance Analyst II	\$93.00	3.0	\$279.00	\$372.00
Quality Assurance Analyst II	\$66.00	49.8	\$3,286.80	\$17,516.40
Senior Environmental Analyst I	\$86.00	67.3	\$5,787.80	\$6,303.80
Environmental Analyst I	\$49.00	207.0	\$10,143.00	\$48,892.20
Contract Administrator	\$71.00	0.4	\$28.40	\$262.70
Assistant Contract Administrator	\$54.00	0.9	\$48.60	\$378.00
Communication Specialist II	\$56.00	11.1	\$621.60	\$1,747.20
Communication Specialist I	\$49.00	0.0	\$0.00	\$1,372.00
Total Labor		676.6	\$52,207.00	\$136,106.10
Other Direct Costs:				
Postage			\$8.56	\$56.05
Telephone			\$0.72	\$2.85
Temporary Labor			\$0.00	\$190.44
Travel			\$0.00	\$4,190.34
Total Other Direct Costs			\$9.28	\$4,439.68
Total Cost:			\$52,216.28	\$140,545.78

ROWD OCT 3 2008

Thank you for your remittance.

Perrin Quarles

Perrin Quarles



September 30, 2008

Air Resources Board
Accounting Section
1001 I Street
Sacramento, CA 95812

Dear Accounts Payable,

Enclosed is PQA's Invoice No. 107 for Agreement Number 07-719, for work performed from August 24, 2008 through September 23, 2008.

If you have any questions, please give me or Cate Garris a call at extension 114 or 138, respectively.

Sincerely,

Perrin Quarles

JPQ/cer
Enclosure

RCVD OCT 3 2

Harman, Guy@ARB

From: Lutter, Karen@ARB
Sent: Friday, October 03, 2008 1:08 PM
To: Harman, Guy@ARB
Subject: RE: Invoice Approval: PQA 07-719 #107

I approve of the attached invoice.

Thanks.

-----Original Message-----

From: Harman, Guy@ARB
Sent: Friday, October 03, 2008 11:12 AM
To: Lutter, Karen@ARB
Subject: Invoice Approval: PQA 07-719 #107

If charges are correct, please approve attached invoice by 10/10/08 via e-mail.

Guy Harman
Accountant I (Specialist)
California Air Resources Board
Phone (916) 322-9390
Fax (916) 322-9612

-----Original Message-----

From: sharpcopier@arb.ca.gov [mailto:sharpcopier@arb.ca.gov]
Sent: Friday, October 03, 2008 11:05 AM
To: Harman, Guy@ARB
Subject: Scanned image from Accounting Sharp Copier 20th Floor

DEVICE NAME: Accounting Sharp Copier 20th Floor
DEVICE MODEL: SHARP AR-M550U
LOCATION: 20th floor-South Side-Center

FILE FORMAT: PDF MMR(G4)
RESOLUTION: 300dpi x 300dpi

Attached file is scanned image in PDF format.
This file can be read by Adobe Acrobat Reader.
The reader can be downloaded from the following URL:

<http://www.adobe.com/>



PERRIN QUARLES ASSOCIATES

C080313

October 31, 2008

Air Resources Board
Accounting Section
1001 I Street
Sacramento, CA 95812

RE: Agreement No. 07-719
Federal ID No: 54-1102354
PQA Project No. 892
September 24, 2008 - October 23, 2008

INVOICE NO. 108

INVOICE

Labor:	Hourly Rate	Current Hours	Current Cost	Cumulative Cost
Senior Consultant II	\$159.00	3.0	\$477.00	\$10,096.50
Senior Consultant I	\$96.00	8.5	\$816.00	\$4,272.00
Project Manager	\$94.00	32.0	\$3,008.00	\$22,372.00
Senior Programmer/Analyst II	\$96.00	353.0	\$33,888.00	\$53,616.00
Senior Programmer/Analyst I	\$88.00	42.2	\$3,713.60	\$10,630.40
Programmer/Analyst I	\$71.00	1.5	\$106.50	\$284.00
Senior Quality Assurance Analyst II	\$93.00	2.5	\$232.50	\$604.50
Quality Assurance Analyst II	\$66.00	80.1	\$5,286.60	\$22,803.00
Senior Environmental Analyst I	\$86.00	143.0	\$12,298.00	\$18,601.80
Environmental Analyst I	\$49.00	281.9	\$13,813.10	\$62,705.30
Contract Administrator	\$71.00	1.0	\$71.00	\$333.70
Assistant Contract Administrator	\$54.00	3.4	\$183.60	\$561.60
Communication Specialist II	\$56.00	5.9	\$330.40	\$2,077.60
Communication Specialist I	\$49.00	8.0	\$392.00	\$1,764.00
Total Labor		966.0	\$74,616.30	\$210,722.40
Other Direct Costs:				
Postage			\$8.56	\$64.61
Telephone			\$2.13	\$4.98
Temporary Labor			\$0.00	\$190.44
Travel			\$0.00	\$4,190.34
Total Other Direct Costs			\$10.69	\$4,450.37
Total Cost:			\$74,626.99	\$215,172.77

Approved
[Signature]
[Signature]

Thank you for your remittance.

[Signature]

Perrin Quarles



RCVD NOV 5 2008

October 31, 2008

Air Resources Board
Accounting Section
1001 I Street
Sacramento, CA 95812

Dear Accounts Payable,

Enclosed is PQA's Invoice No. 108 for Agreement Number 07-719, for work performed from September 24, 2008 through October 23, 2008.

If you have any questions, please give me or Kate Canterbury a call at extension 114 or 115, respectively.

Sincerely,

Perrin Quarles

JPQ/cer
Enclosure

Harman, Guy@ARB

From: Lutter, Karen@ARB
Sent: Wednesday, November 05, 2008 2:27 PM
To: Harman, Guy@ARB
Subject: RE: Invoice Approval: PQA 07-719 #108

These charges are correct. Thank you for your time.

-----Original Message-----

From: Harman, Guy@ARB
Sent: Wednesday, November 05, 2008 12:31 PM
To: Lutter, Karen@ARB
Subject: Invoice Approval: PQA 07-719 #108

If charges are correct, please approve attached invoice by 11/12/08 via e-mail.

Thank You

Guy Harman
Accountant I (Specialist)
California Air Resources Board
Phone (916) 322-9390
Fax (916) 322-9612

-----Original Message-----

From: sharpcopier@arb.ca.gov [mailto:sharpcopier@arb.ca.gov]
Sent: Wednesday, November 05, 2008 9:58 AM
To: Harman, Guy@ARB
Subject: Scanned image from Accounting Sharp Copier 20th Floor

DEVICE NAME: Accounting Sharp Copier 20th Floor
DEVICE MODEL: SHARP AR-M550U
LOCATION: 20th floor-South Side-Center

FILE FORMAT: PDF MMR(G4)
RESOLUTION: 300dpi x 300dpi

Attached file is scanned image in PDF format.
This file can be read by Adobe Acrobat Reader.
The reader can be downloaded from the following URL:

<http://www.adobe.com/>



PERRIN QUARLES ASSOCIATES

RCVD DEC 2 2008

December 1, 2008

Air Resources Board
Accounting Section
1001 I Street
Sacramento, CA 95812

RE: Agreement No. 07-719
Federal ID No. 54-1102354
PQA Project No. 892
October 24, 2008 - November 10, 2008

INVOICE NO. 109

INVOICE

Labor:	Hourly Rate	Current Hours	Current Cost	Cumulative Cost
Senior Consultant II	\$159.00	0.5	\$79.50	\$10,176.00
Senior Consultant I	\$96.00	0.0	\$0.00	\$4,272.00
Project Manager	\$94.00	21.0	\$1,974.00	\$24,346.00
Senior Programmer/Analyst II	\$96.00	155.0	\$14,880.00	\$68,496.00
Senior Programmer/Analyst I	\$88.00	51.8	\$4,558.40	\$15,188.80
Programmer/Analyst I	\$71.00	6.0	\$426.00	\$710.00
Senior Quality Assurance Analyst II	\$93.00	0.0	\$0.00	\$604.50
Quality Assurance Analyst II	\$66.00	11.0	\$726.00	\$23,529.00
Senior Environmental Analyst I	\$86.00	78.5	\$6,751.00	\$25,352.80
Environmental Analyst I	\$49.00	103.0	\$5,047.00	\$67,752.30
Contract Administrator	\$71.00	0.0	\$0.00	\$333.70
Assistant Contract Administrator	\$54.00	2.6	\$140.40	\$702.00
Communication Specialist II	\$56.00	1.9	\$106.40	\$2,184.00
Communication Specialist I	\$49.00	0.5	\$24.50	\$1,788.50
Total Labor		431.8	\$34,713.20	\$245,435.60
Other Direct Costs:				
Postage			\$9.04	\$73.65
Telephone			\$0.66	\$5.64
Temporary Labor			\$0.00	\$190.44
Travel			\$0.00	\$4,190.34
Total Other Direct Costs			\$9.70	\$4,460.07
Total Cost:			\$34,722.90	\$249,895.67

Thank you for your remittance.

Perrin Quarles



PERRIN QUARLES ASSOCIATES

RCVD DEC 2 2008

December 1, 2008

Air Resources Board
Accounting Section
1001 I Street
Sacramento, CA 95812

Dear Accounts Payable,

Enclosed is PQA's Invoice No. 109 for Agreement Number 07-719, for work performed from October 24, 2008, through November 10, 2008.

If you have any questions, please give me or Kate Canterbury a call at extension 114 or 115, respectively.

Sincerely,

A handwritten signature in black ink, appearing to read 'Perrin Quarles', with a small 'for' written below it.

Perrin Quarles

JPQ/cer
Enclosure

Harman, Guy@ARB

From: Lutter, Karen@ARB.
Sent: Wednesday, December 03, 2008 2:03 PM
To: Harman, Guy@ARB
Subject: RE: Invoice Approvals: PQA 07-719 #109, & 08-755 #101

These invoice charges are approved. Thanks.

-----Original Message-----

From: Harman, Guy@ARB
Sent: Wednesday, December 03, 2008 9:57 AM
To: Lutter, Karen@ARB
Subject: Invoice Approvals: PQA 07-719 #109, & 08-755 #101

If charges are correct, please approve attached invoices by 12/10/08 via e-mail.

Thank You

Guy Harman
Accountant I (Specialist)
California Air Resources Board
Phone (916) 322-9390
Fax (916) 322-9612

-----Original Message-----

From: sharpcopier@arb.ca.gov [mailto:sharpcopier@arb.ca.gov]
Sent: Wednesday, December 03, 2008 9:53 AM
To: Harman, Guy@ARB
Subject: Scanned image from Accounting Sharp Copier 20th Floor

DEVICE NAME: Accounting Sharp Copier 20th Floor
DEVICE MODEL: SHARP AR-M550U
LOCATION: 20th floor-South Side-Center

FILE FORMAT: PDF MMR(G4)
RESOLUTION: 300dpi x 300dpi

Attached file is scanned image in PDF format.
This file can be read by Adobe Acrobat Reader.
The reader can be downloaded from the following URL:

<http://www.adobe.com/>

STANDARD AGREEMENT

FOR I.T. GOODS/SERVICES ONLY

		REGISTRATION NUMBER 39000308 291732
PURCHASING AUTHORITY NUMBER 9I-0908-ARB-HQ1		AGREEMENT NUMBER 07-719

1. This Agreement is entered into between the State Agency and Contractor named below:
 STATE AGENCY'S NAME
Air Resources Board (hereafter called ARB or State)

CONTRACTOR'S NAME
Perrin Quarles Associates (hereafter called PQA or Contractor)

2. The term of this Agreement is **February 29, 2008 through December 31, 2008**

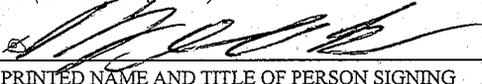
3. The maximum amount of this Agreement is: **\$249,900.00**
TWO HUNDRED FORTY-NINE THOUSAND, NINE HUNDRED, AND 00/100s

4. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Agreement:

Exhibit A – Statement of Work	2 pages
Exhibit A, Attachment 1 – PQA's Proposal	16 pages
Exhibit B – Budget	1 page
Exhibit B, Attachment 1 – Classification & Rates	1 page
Exhibit C* – General Provisions - GSPD-401T. (04/12/07)	Online*
Exhibit D* – Information Technology Software Special Provisions	Online*

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.pd.dgs.ca.gov/modellang/ModelContracts.htm*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Perrin Quarles Associates		
BY (Authorized Signature) 	DATE SIGNED 3/6/08	
PRINTED NAME AND TITLE OF PERSON SIGNING William Balcke, Vice President		
ADDRESS 675 Peter Jefferson Parkway, Suite 200, Charlottesville, VA 22911		
STATE OF CALIFORNIA		
AGENCY NAME AIR RESOURCES BOARD		
BY (Authorized Signature) 	DATE SIGNED 03.07.08	
PRINTED NAME AND TITLE OF PERSON SIGNING Socorro Watkins, Chief, Business Management Branch		
ADDRESS P.O. Box 2815, Sacramento, California 95814		

Exempt per
 State Administrative Manual
 § 1233.3.h

EXHIBIT A Standard Agreement

Background

With passage of the California Global Warming Solutions Act of 2006, California has emerged as a leader in the fight against global warming. The law sets an aggressive greenhouse gas (GHG) emissions reduction goal: the statewide, aggregated emissions in 2020 must not exceed what the emissions level was in 1990.

To reduce the state's overall GHG emissions to the 1990 level by 2020, a broad array of GHG emissions reduction strategies will be required. The tracking of GHG emissions at the facility level are essential for developing emission reduction strategies and emission mitigation options, implementing any possible cap-and-trade program, and, ultimately, ensuring the state's emissions reduction goals are achieved.

To obtain comprehensive and accurate GHG emissions data, the ARB is required to collect emissions data from sources through a program of mandatory emissions reporting. Through mandatory reporting, companies and organizations will quantify and report GHG emissions from various sources and processes.

ARB recently adopted the Regulation for Mandatory Reporting of GHG Emissions proposed by ARB staff. Critical to the success of a mandatory reporting program is an automated emissions reporting system with a full compliment of database infrastructure, reporting protocol standards and requirements, and online data entry and tracking tools. An online reporting platform for facilities to report their GHG emissions will streamline the GHG emission data collection, emission calculation, emission verification, and emission data summarization and reporting.

The mandatory reporting regulation and guidance documents will serve as the basis for standardizing reported data, and will specify the GHG emission reporting procedures, standards, emission calculation methods, data items, and verification requirements.

Scope of Work

Perrin Quarles Associates agrees to provide the modified proprietary software and associated services as described in Exhibit A, Attachment 1, which is attached hereto.

Project Representatives

The project representatives during the term of this Agreement will be:

State:	Air Resources Board (ARB)	Contractor:	Perrin Quarles Associates (PQA)
Section:	Planning & Technical Support Division (PTSD)	Section:	
Attention:	Webster Tasat	Attention:	
Address:	1001 I Street, 7 th Floor Sacramento, CA 95814	Address:	675 Peter Jefferson Parkway, Ste. 200 Charlottesville, VA 22911
Phone:	(916) 323-4950	Phone:	(434) 979-3700
Fax:	(916) 327-8524	Fax:	(434) 296-2860
Email:	wtasat@arb.ca.gov	Email:	

EXHIBIT A
Standard Agreement

The Contract Administrators will be:

State: ARB	Contractor: Perrin Quarles Associates (PQA)
Section: PTSD	Section:
Attention: Karen Lutter	Attention:
Address: 1001 I Street, 7 th Floor Sacramento, CA 95814	Address: 675 Peter Jefferson Parkway, Ste. 200 Charlottesville, VA 22911
Phone: (916) 322-8620	Phone: (434) 979-3700
Fax: (916) 327-8524	Fax: (434) 296-2860
Email: klutter@arb.ca.gov	Email:

Amendments

This agreement may be amended upon mutual agreement by both parties, in writing, for additional time, money, or tasks as needed.

EXHIBIT A, ATTACHMENT 1 Standard Agreement

February 6, 2008

Revised Approach and Estimated Costs for a Greenhouse Gas Emissions Mandatory Reporting Tool

I. Introduction

Perrin Quarles Associates, Inc. (PQA) is pleased to submit this revised response to the Draft Statement of Work issued by California ARB for the design and development of the Greenhouse Gas Emissions Mandatory Reporting Tool. This response details PQA's design and development approach and provides the estimated costs to deliver Version 1.0 of the Reporting Tool within the required timeframe. In a discussion of PQA's initial proposal, dated January 28, 2008, ARB requested that PQA modify the proposal to focus on delivery of Version 1.0 of the Reporting Tool, which would best ensure that the initial development of the application focuses on the core functionality necessary for the January 1, 2009 reporting deadline. This revised proposal addresses this request. In addition, ARB requested that PQA exclude the costs of a third party hosting option from this proposal, since ARB has not yet determined hosting preferences.

Since 2002, PQA has been the developer of the Emissions Allowance and Tracking System (EATS) and the Online Calculation, Reporting, and Verification Tool (CRAVe), under sponsorship of the U.S. Environmental Protection Agency. EATS and CRAVe are designed to be flexible -- the core components provided by the generic application may be rapidly customized to meet the needs of a specific program or application. PQA proposes to use these systems to develop the Reporting Tool in accordance with the Statement of Work.

II. Architecture

EATS is a ColdFusion web application supported by a Microsoft SQL Server 2005 database backend. The majority of the business logic and processing is handled via stored procedures contained in the EATS database. Much of the configuration capability is data driven. The software is typically deployed on Windows Server 2003 using IIS version 6, ColdFusion MX7. The use of SSL encryption on the web application is flexible based on client security needs.

III. EATS Capabilities

EATS/CRAVe contains modules that provide the following features:

- Source inventory (Entity and Facility) management;
- GHG emissions reporting and calculation including:
 - Scope and activity-specific reporting using various IPCC and EIA formulas;
 - QA/QC check infrastructure;
 - Baseline year analysis and designation; and
 - Third-party verification;

EXHIBIT A, ATTACHMENT 1 Standard Agreement

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Approach and Estimated Costs
February 6, 2008
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- User/login management and role-based access;
- Reporting;
- Account management;
- Allowance transfers;
- Compliance;
- Offset projects tracking;
- All Kyoto Protocol transactions;
- Third-party transaction approval; and
- Compliance with the Data Exchange Standards (DES) under the Kyoto Protocol.

IV. Reporting Tool Approach

PQA anticipates using The Climate Registry's CRIS application as the starting point for Version 1.0 Reporting Tool development. As noted in the Statement of Work, the CRIS application is not sufficient for ARB to use for mandatory reporting. This section addresses the core functionality of Version 1.0 of the Reporting Tool and the general level of customization of CRIS that would be required to meet essential business needs. Future enhancements and non-essential business requirements will be addressed in Version 2.0. Functionality or services that have been deferred until Version 2.0 have been identified in this revised proposal and include the following:

- Hosting;
- Reports;
- Public Website; and
- Batch file import and export.

Each of these functional areas will be developed in Version 2.0 of the Reporting Tool upon ARB's request. Deferral of these areas of functionality have resulted in cost reductions relating to Version 1.0 requirements gathering and analysis, testing, and deployment.

Source Inventory Module

EATS provides functionality to set up, track, and maintain ARB affected source information. Source data that can be currently tracked and maintained by EATS include: source name; source number; alternate identifiers (e.g., TCR ID); industry type; description; physical and mailing addresses; contacts; owners/operators; associated verifiers; source documents; and associated combustion units or emitting activities.

Anticipated source inventory customizations for Version 1.0 of the Reporting Tool include implementing facility numbering conventions, efficiency metrics grid, verification company grid (at the facility level), and geographic location information grid, as well as customizations identified during the requirements analysis, such as changes to the existing business rules, data fields, grids, or page flows.

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Emissions Reporting and Calculation Tool

The CRAVe component of EATS provides an integrated tool for calculating GHG emissions from a variety of activities and processes. The source (entity or facility) and its associated activities and processes are entered into the system once. After the source inventory information has been added, emissions can be calculated and reported for that source. The system also supports the reporting of pre-calculated values.

The emissions data tracked by EATS/CRAVe can be aggregated at any level. Emissions are reported for a specific unit, activity, or process tied to a particular facility or entity. All relevant information on these facilities and entities are stored in the EATS database. Specific queries or reports exist or can be developed to provide an aggregate view by any defined parameter or level.

EATS supports the calculation and reporting of a wide variety of industry-specific activity and process emissions data. Since the formulas and calculations are largely data driven, it is possible to expand the range of formulas (and industries) supported. For industries that use very complex calculation methods for GHGs (such as the aluminum industry), CRAVe also supports the reporting of pre-calculated values with supporting documentation.

Some of the known customizations for Version 1.0 of the Reporting Tool include loading new formulas, factors, units of measure, fuels, and source codes/types and implementing business rules for sector- or process-specific calculations and de minimis thresholds. Other customizations include incorporating any ARB-specific business rules, grids, data fields, or page flows.

Quality Control Features

EATS/CRAVe contains an infrastructure for quality assuring and checking reported emissions data -- either pre-calculated or calculated by the system itself. This process is integrated seamlessly into the workflow of reporting emissions. The system can be configured to require running of checks before finalizing a submission.

Although the infrastructure exists in the application, it would be necessary to define all checks that ARB determines are necessary to achieve the expected level of emissions quality. Once defined, these checks would be adapted from existing checks or added to the application as part of the customization effort.

Role-based Access and Security

EATS provides a robust model for handling role-based access in which access to data housed in EATS is restricted to users based on an assigned security group or user role. Access permissions can be defined for a user group in real time via the Registry Management Application (RMA). A user group can have access granted or restricted to entire modules,

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specific pages, or specific data fields on a page. A user group may be configured to have read-only access to the entire application, or to a subset of the application. This functionality is fully developed and in place throughout the application. A system or program manager assigns a user to a user group during the registration process. Industry user permissions are further limited by their association with specific entities or facilities. As a system management or maintenance task, the system manager can also associate specific tasks or functionality with a selected user group.

Logged-in users to the Reporting Tool have the capability to manage their own password and personal attributes and profiles (email, phone number, address, etc.), and forgotten passwords can be automatically reset and sent by email to the user.

For Version 1.0, only minor customizations would be needed to support Reporting Tool user groups, which include Reporting Entity or Facility Users, Verifiers (lead and regular), Internal Users (Registry Manager), System Administrators and Public users. New development would occur for any new user groups that are identified during the requirements gathering process.

In terms of security, a Security Matrix document will be used to document the user roles and their access to the system. Through the RMA, PQA will configure EATS to provide access to each module, page, and function in the system based on rules.

While PQA is not an Application Service Provider (ASP), it has extensive experience administering databases and systems to ensure client security requirements and data integrity. If required, PQA will provide hosting of the application on a dedicated server environment through a subcontract with an ASP in Version 2.0. Third-party ASP hosting would also allow for assigned PQA technical staff to securely access the application servers to check daily backup and error logs, and perform other routine maintenance activities.

Administrative Module

An administrative tool (the Registry Management Application) is available to the appointed Reporting Tool system administrator. This application is written in .NET and distributed as a desktop application. The RMA includes functionality that manages user logins and requests, user security, email and help content, web labels, and module activation/deactivation. RMA customizations would be needed to accommodate and synch up any database changes that are made in the Reporting Tool.

Reports

EATS provides a wide variety of options for generating reports, given that reporting needs vary widely from program to program and are often highly specific. Defining the content and desired accessibility of reports is a key activity and should be addressed early in the requirements gathering process.

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For Version 1.0, the types of reports needed to support the Reporting Tool include the facility verification and audit log report. Other reports may be identified during the requirements gathering process, however those reports will be developed in Version 2.0 of the Reporting Tool.

Batch File Import & Export

ARB will receive and send GHG emissions data through batch processes, in addition to reporting through the online Reporting Tool calculation web pages. PQA has been supporting EPA's efforts to define a common data exchange standard that can be used for industry batch reporting as well as data exchange between systems. These standards, known as AirDEx, have not yet been agreed upon, but it is expected that EPA will support the development of EATS/CRAVe functionality in this area as soon as standards are finalized. The Reporting Tool would benefit from EPA's commitment to support data sharing objectives across all EATS-based applications. The batch file import and export routines will be built in Version 2.0 of the Reporting Tool.

Verification Module

EATS includes a Verification module that allows for third-party verification of emissions submissions. The Verification module allows the system or program administrator to identify and track verification companies. A reporting entity can assign the company to be its verifier. Any employee of the verification company inherits permissions to verify emissions for facilities associated with the entity. A verifier can attach reports and documents as binary data files during verification.

It is not yet clear what level of customizations or new development will be necessary for this component of Version 1.0 of the Reporting Tool. The Climate Registry's voluntary reporting program will also be building a more robust verification module, although those specifications are not known at this time. The level of new development and customizations will be dependent on the timing and similarity between The Climate Registry and ARB verification requirements.

Auditing and Documentation Features

EATS data contained in the SQL 2005 database may be stored or archived indefinitely. This is primarily a concern of the hosting provider for the application. Regular data backups and archival are standard procedures for reputable ASPs. At the EATS application level, a robust audit log is maintained. Any data that are added, updated, or altered are recorded in this log.

V. Version 1.0 Development Costs

Since it is difficult to precisely assess the options and costs without more detailed information about the requirements and support needs, PQA proposes a phased approach to design and development for Version 1.0, as shown below. The PQA costs for Version 1.0

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Phases 2 - 8 are estimates based on the short-term need to implement a system that meets essential business needs, with the understanding that implementation of future enhancements and non-essential business needs will occur in Version 2.0. Prioritization of functionality in Version 1.0 and Version 2.0 will be determined by PQA and ARB during Phase 1 to ensure budget constraints are met and essential system needs can be delivered. The costs below are an estimate only and are subject to adjustment based on the availability of more detailed information regarding system requirements. The Other Direct Costs (ODC's) included in the estimated costs are detailed in the scope for each phase and subtask. PQA proposes to develop a more precise cost estimate for Phases 2 - 8 of the project following analysis of requirements in Phase 1.

**Figure 1
 Summary of Version 1.0 Development Task Areas and Estimated Hours and Cost**

Phase	Scope	Estimated Hours	Estimated Cost
Project Administration	Includes monthly progress reports, invoices, and other contract management activities from February - December 2008.	50	\$4,100
Phase 1: Requirements Gathering and Documentation	Includes requirements collection and design documentation (only for customized features or new modules). This estimate includes an on-site Kickoff and Requirements Gathering meeting with the ARB workgroup. It also includes all requirements and design documents relating to application modifications and enhancements, and the revised Phase 2-8 project plan and cost estimate. PQA has assumed 12 hours in telephone costs (\$60) and one trip for two people to Sacramento for two nights (\$3,000).	655	\$53,500
Phase 2: Development	Database and Programming changes to meet ARB requirements (summary of Development costs stated below). PQA has assumed 40 hours of telephone per month (\$1,800), five WebEx demos (\$600), one trip for one person to Sacramento for two nights (\$1,500), and one trip for two people to Sacramento for two nights (\$3,000).	1,300	\$118,700
Database Changes	Includes implementing Reporting Tool-specific database changes.	50	--
Look & Feel Changes	Includes implementing ARB specific banner, style sheet, layout, and menu, and customizing web labels.	80	--
Email Functionality	Includes customizations of automated emails for all required situations and adding new email capability.	95	--
User Registration	Includes customizations of user registration, end user license or login pages.	25	--

(cont.)

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Figure 1
Summary of Version 1.0 Development Task Areas and Estimated Hours and Cost (cont.)

Phase	Scope	Estimated Hours	Estimated Cost
Source Inventory Module	Includes customizations for ARB entity or facility numbering, Emitting Activities grid, Verifiers grid, and Document grid. New development to include implementing new data fields and new grids (Efficiency Metrics, Owner/Operators, Geographic Location/Information, Alternate Entity/Facility Identifiers).	150	--
Emissions Reporting Module	Includes modifications to the existing interface or data fields, business rules and page flows. Includes implementation of ARB QA/QC check engine.	260	--
Verification Module	Includes placeholder for new development and changes to existing (TCR) verification process.	100	--
Verifying Organization Module	Includes new development for tracking accreditation of verifiers and new business rules for selecting and displaying verifier-facility relationships, and for handling conflict of interest statements.	45	--
RMA Changes	Includes changes to the RMA for minor changes to the underlying system management tool.	45	--
Reports	Includes audit log report and facility verification report.	50	--
Ongoing Support	Includes ongoing review and analysis of AB-32, updates to functional specifications, formula loading and management, biweekly phone calls, and WebEx demos.	400	--
Phase 3: Security & User Profiles	Includes implementing ARB specific user security group access and setting up any new security groups.	70	\$5,700
Phase 4: Data Loading	Includes the development of a data loading plan and the loading of facility data to populate the initial inventory of sources. Data would be loaded and quality assured as part of the development and deployment process.	70	\$4,800
Phase 5: Batch Import & Export	Reserved for Version 2.0, if requested.	0	\$0
Phase 6: Testing	Includes developing a test plan, unit testing, integrated testing, beta testing, and production testing. Testing budget is expected to be about 50% of development budget. PQA has assumed one WebEx demo for this task (\$119).	655	\$46,000
Phase 7: Help & User Documentation	Includes glossary, getting started guide, and user help.	270	\$17,100

(cont.)

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Figure 1
Summary of Version 1.0 Development Task Areas and Estimated Hours and Cost (cont.)

Phase	Scope	Estimated Hours	Estimated Cost
Phase 8: Hosting and System Maintenance	Reserved for Version 2.0, if requested.	0	\$0
TOTAL		3,070	\$249,900

Figure 2
Breakdown of Hours by PQA Staff

Staff Person	Estimated Hours
Bedard, John	690
Canterbury, Kate	23
Citro, Lisa	474
Collins, Chris	78
Cox, Casey	22
Garris, Cate	15
Gregoria, Sarah	21
Munzenrider, Zach	600
Quarles, Peggy	35
Rogers, Nat	505
Smith, Kellie-Ann	170
Spain, Allison	22
Stone, Derrick	204
Trontoski, Cassie	61
Wallace, Tom	16
Whaley, Ben	114
Zuk, Kristen	20
Total	3,070

EXHIBIT A, ATTACHMENT 1 Standard Agreement

February 7, 2008

**Revised Figure 2
Breakdown of Hours by PQA Labor Category**

Category	Hours
Senior Consultant II	35
Senior Consultant I	78
Project Manager	505
Senior Programmer/Analyst II	918
Senior Programmer/Analyst I	61
Programmer/Analyst II	0
Programmer/Analyst I	170
Senior Quality Assurance Analyst II	0
Quality Assurance Analyst II	474
Quality Assurance Analyst I	0
Senior Environmental Analyst I	16
Environmental Analyst II	0
Environmental Analyst I	690
Communication Specialist II	41
Communications Specialist I	44
Contract Administrator	15
Assistant Contract Administrator	23
Total	3,070

**EXHIBIT A, ATTACHMENT 1
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 Approach and Estimated Costs
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PQA proposes a Time and Materials (T&M) Not-To-Exceed contract to perform the work described in this memorandum. As requested, PQA's T&M rates for this work were provided in a separate email, dated February 1, 2008. PQA has assumed a period of performance of February through December of 2008. However, the rates are valid through January 23, 2009 (PQA's annual raises are effective as of January 24th each year).

PQA will invoice ARB on a monthly basis based on the hours and ODC's incurred. With each invoice, PQA will provide a progress report which will detail the technical work performed during the period, any issues or problems encountered during the period, and work to be performed during the next reporting period. Please note that PQA's billing cycle reflects activities performed between the 24th and 23rd of a month, with invoices being delivered on or before the 5th day of the following month (e.g., reporting period would be January 24th through February 23rd, with an invoice being delivered by March 5th). PQA requests payment within 30 days of receipt by ARB.

VI. Expected Deliverable Schedule

The estimated delivery schedule below assumes a contract start date of February 18, 2008.

**Figure 3
 Version 1.0 Deliverables by Phase**

Phase 1 Deliverables	Expected Delivery Date
Kick Off Meeting	March 5 - 6, 2008
Draft System Security Matrix	March 5, 2008
Draft System Email Events Matrix	March 5, 2008
Kick Off Meeting Notes and Action Items	March 13, 2008
Phase 2-8 Revised Project Plan and Cost Estimate	April 3, 2008
Draft Functional Specifications Document	April 3, 2008
Final Functional Specifications Document	December 31, 2008
Phase 2 Deliverables	Expected Delivery Date
Set Up Development and Staging Environments	March 5, 2008
Implement Look and Feel, Style Sheet, Lookup Codes, and Data Fields	May 12, 2008
Customizations and new development per Functional Specifications for Alpha Version 1	July 28, 2008
Deploy for Alpha Version 1 Testing	July 28, 2008

(cont.)

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Figure 3
Version 1.0 Deliverables by Phase (cont.)

Phase 2 Deliverables (cont.)	Expected Delivery Date
Customizations and new development per Functional Specifications for Beta Version	September 8, 2008
Deploy for Beta Testing	September 8, 2008
Customizations and new development per Functional Specifications for Acceptance Testing	October 20, 2008
Deploy for Acceptance Testing	November 17, 2008
Final customizations for Go Live	December 1, 2008
Deploy Final Go Live	December 31, 2008
Phase 3 Deliverables	Expected Delivery Date
Implement New Security Groups, Subgroups	July 28, 2008
Modify application per Security Matrix	July 28, 2008
Phase 4 Deliverables	Expected Delivery Date
Draft Facility Loading Plan	April 7, 2008
Initial Facility Data Loading	June 2, 2008
Phase 5 Deliverables	Expected Delivery Date
None	N/A
Phase 6 Deliverables	Expected Delivery Date
Alpha Version 1 Unit & Integrated Testing	July 28, 2008
Beta Version Unit & Integrated Testing	September 8, 2008
Acceptance Version Unit and Integrated Testing	November 17, 2008
Create and Submit Test Report	December 31, 2008
Phase 7 Deliverables	Expected Delivery Date
Help Content	September 8, 2008
Getting Started Guide	September 8, 2008
Glossary	September 8, 2008
Help Content, Glossary Updates	December 31, 2008
Phase 8 Deliverables	Expected Delivery Date
None	N/A

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VII. Statement of Qualifications

a. Firm Qualifications

PQA is an interdisciplinary environmental consulting firm founded in 1979 and located in Charlottesville, Virginia, USA, approximately 115 miles southwest of Washington, DC. PQA has been providing consulting services for twenty-eight years and specializes in environmental program development and implementation with a major focus on air quality and climate change programs. PQA clients include the U.S. Environmental Protection Agency, U.S. state and local environmental agencies, environmental consulting firms, and the UNFCCC Secretariat. PQA currently has 80 employees in the following functional categories: information system development and management, environmental engineering and science, legal and policy analysis, communications and outreach, accounting and administrative support, and corporate management.

PQA is ideally suited to provide information technology assistance to ARB. PQA has significant experience with large scale, time critical environmental data systems. In addition, PQA has, since its founding, been at the forefront of air pollution policy and regulatory development. Most recently, PQA has had the opportunity to focus on climate change issues at both the domestic and international levels, with two major EPA climate change contracts and ongoing and significant work for the United Nations to support implementation of the Kyoto Protocol. In the past two years, PQA has begun two major EPA emissions inventory projects: the reengineering of EPA's National Emissions Inventory and the design of a data management system for the U.S. Greenhouse Gas Inventory, which is needed to meet the U.S. obligation to calculate and report GHG's under the United Nations Framework Convention on Climate Change. These projects are representative of the type of work that PQA typically undertakes. PQA looks for opportunities to contribute technically on important environmental issues, especially for projects which combine highly skilled information technology staff with subject matter specialists.

Emissions Trading Program Support. Since 1991, PQA has provided support to the U.S. EPA's Acid Rain Program, NO_x and Mercury emissions trading programs. This support has included a full range of activities, from regulatory development, program analysis, outreach, allowance allocation development, data analysis, and information system design and development. PQA is currently responsible for reengineering all Clean Air Market Division data systems for these programs and works closely with EPA's Office of Environmental Information to design, deploy, and support applications meeting all EPA standards and requirements. The EPA systems contain functionality including, but not limited to, allowance allocation, allowance auctions, emissions data reporting, allowance trading, penalties, and compliance.

Greenhouse Gas Inventory Related Projects. As noted earlier, PQA is using EATS and CRAVE for The Climate Registry's CRIS application project. In addition to this work, PQA was tasked by EPA in 2006 to design and develop a database and tools to improve EPA's management and access to national GHG inventory data and reporting to the United Nations. As part of the

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requirements gathering and design of this system, PQA technical staff have evaluated all IPCC calculation methods and categories, seeking ways to consolidate and build tools and improve the accuracy and consistency of the resulting data. This work, typically described as a "top-down" inventory, will provide valuable comparative results to state or regional efforts to gather GHG data from the "bottom-up," including voluntary GHG reporting programs.

National Emissions Inventory Reengineering. The National Emissions Inventory is EPA's repository of all criteria and toxic air pollution data. It includes all types of emissions, from all sectors (stationary, mobile, wildfires, etc.) and includes anthropogenic and biogenic emissions. PQA was awarded a contract in 2006 to redesign this system, with goals including improvement to data quality, timeliness, transparency, and usability. Another major objective of the redesign effort is to provide an information system which has the flexibility to receive and store other types of emissions, including greenhouse gases, should policy and regulatory requirements move in this direction.

International GHG Initiatives. PQA was asked in 2003 to assist the UNFCCC Secretariat in the design of the data exchange standards governing communications and information exchange between national registries and related Kyoto Protocol systems. This successful work evolved into the design of the International Transaction Log (ITL), the CDM Registry, and the New Zealand national registry. The work continues with PQA staff assigned to a variety of critical testing and deployment tasks, focusing on active Kyoto trading in January 2008. This project area demonstrates PQA's ability to tackle information technology challenges, requiring large scale vision, sensitivity to political and cultural needs, and complex technical solutions.

b. Individual Project Team Member Descriptions, Roles, and Skills

PQA proposes the following key staff who would be assigned to the ARB project. Additional non-senior staff, including quality assurance and technical staff may be assigned to the project to perform specific tasks.

Chris Collins

Mr. Collins' role in this procurement is as Senior Consultant. His academic background includes a Bachelor of Science from the University of Maryland in 2000. After completing the Edison Engineering Development Program, Mr. Collins attended the rigorous general management MBA program at the Darden Graduate School of Business Administration at the University of Virginia in 2004. Mr. Collins joined PQA in May 2004, and he has been assigned to PQA's systems development team as a lead systems analyst and on-site manager for the development of emissions trading registries under the Kyoto Protocol, including the New Zealand and CDM Registries. He is also the project manager for PQA's information systems support relating to Kyoto Protocol implementation for the UNFCCC Secretariat. In this role he is managing ongoing revisions to the Data Exchange Standards for Registries under the Kyoto Protocol. For EPA, he is also the project manager for EATS, a generic emissions trading software application developed by EPA to support emissions trading programs in other countries and agencies. He is the technical project manager for the development of the AirDEx data exchange standards,

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designed to establish standards to share emissions and other data between applications and registries. Mr. Collin's technical expertise encompasses a wide range of skills, including Java, Oracle and SQL server databases, web services, and XML.

Zach Munzenrider

Mr. Munzenrider will be a Senior Programmer/Senior Technical Support Specialist for this procurement. His academic background includes a Bachelor of Arts degree from Pennsylvania State University in 1990 and a Master of Arts degree from the University of Virginia in 1994. Mr. Munzenrider is a specialist in web/database system design, database modeling and implementation, technical writing and training. Mr. Munzenrider joined PQA in 2001 and has been assigned to PQA's systems development team as a senior programmer and technical team lead for the development of emissions trading registries under the Kyoto Protocol, including the CDM Registry and the registry for New Zealand. For the U.S. EPA's Climate Change Division, he is also the technical lead and developer for EATS, a generic emissions trading software application developed by EPA to support emissions trading programs in other countries and agencies. Mr. Munzenrider has customized the EATS application for use as NADATS and is currently the lead developer for the Climate Registry Information System (CRIS). Mr. Munzenrider's technical expertise encompasses a wide range of skills including ColdFusion, JavaScript, Java, AJAX, Oracle and SQL server databases, web services, and XML.

Peggy Quarles

Ms. Quarles' role will be Program Manager for this procurement. Ms. Quarles is currently Senior Vice President and Manager of the Program Implementation Division at PQA. Her academic background includes a Bachelor of Arts degree from the University of North Carolina, where she graduated *Phi Beta Kappa* in 1972, and two years' attendance at the University of Virginia School of Law. Ms. Quarles also offers expert-level experience in the design and implementation of national and global emissions trading programs. Ms. Quarles is an experienced project manager of projects involving air pollution control program implementation, and information system design, development, and deployment. She is a recognized expert in the information system requirements for National Registries, the CDM Registry, and the International Transaction Log (ITL) for the Kyoto Protocol. In her 24 years at PQA, Ms. Quarles has been the project manager of numerous projects, including two major information system reengineering efforts for EPA. She is also the project manager for the development of the EATS application for U.S. EPA and serves as a project manager or senior consultant for the development of all programs and applications based on EATS.

Nat Rogers

Mr. Rogers' role will be Project Manager for this procurement. Mr. Rogers has a Bachelor of Science from Indiana University in 1987 and a Master of Science degree from the University of San Francisco in 2000. Mr. Rogers joined PQA in January 2002, and is currently working as a quality assurance and communications specialist for the projects using EPA's Emissions and Allowance Tracking System (EATS). He is also the operational manager for the New York Acid Deposition Allowance Tracking System (NADATS) and the associated state program to reduce NO_x and SO₂ emissions. Mr. Rogers is also the project manager for the Climate Registry

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Information System and serves as a lead technical analyst for the Clean Air Markets Division's (CAMD's) emissions monitoring projects. He developed multimedia training materials for the Monitoring Data Checking (MDC) software. Mr. Rogers has a broad knowledge base in environmental science, policy, and economic issues. He has extensive advanced analytical skills, which include performing environmental cost-benefit analyses and developing and monitoring financial budgets and grants.

Cassie Trontoski

Ms. Trontoski will be a Senior Programmer/Analyst for this procurement. Her academic background includes a Bachelor of Arts degree from Virginia Wesleyan College, where she graduated *Summa Cum Laude* in 1997, and a Master of Computer Science degree from the University of Virginia in 1997. Ms. Trontoski joined PQA in 2002 as a Programmer Analyst and was assigned to PQA's programming team working on reengineering CAMD information systems. She quickly became PQA's lead data analyst for projects that require queries of emissions data in the CAMD Oracle database. In addition, she has performed Oracle and SQL Server stored procedure development and web programming for several projects, including EATS, Emissions Collection and Monitoring Plan System (ECMPS), the CDM Registry for the UNFCCC, and the New Zealand Emission Unit Register. For the UNFCCC projects including Data Exchange Standards, she has been the technical analyst developing the Web Service Description Language (WSDL) protocols, a key technical component of message exchange under the Kyoto Protocol.

Ben Whaley

Mr. Whaley will serve as a Senior Programmer/Analyst for this procurement. His academic background includes a Bachelor of Arts degree from Williams College, where he graduated *Cum Laude* in 1993, and an M.S. in Computer Science from the University of Arizona in 1995. Mr. Whaley joined PQA as a senior programmer/analyst in September 2005 and is currently assigned to software development projects for EPA and other PQA clients. Mr. Whaley's technical qualifications include over ten years experience in design and development of client-server applications. His experience includes full lifecycle development of applications, beginning with the requirements gathering and design process, through the testing and maintenance phase. He has extensive experience in .NET, including design and implementation of a .NET web-service platform for automating reports based on data in an Oracle database and design and implementation of a .NET Windows service to extract and load data from a SQL Server database to an Oracle database. He has been the lead designer and developer for several other .NET applications. He is currently the senior technical lead for the Registry Management Application (RMA) for providing EATS system management.

Stephanie White

Ms. White is a project manager and quality assurance specialist for software projects at PQA, specializing in international clients and applications. She will be a Senior Environmental Analyst for this procurement. Her academic background includes a Bachelor of Arts degree in 1992 and a Master of Science degree in 1995, both from the University of Virginia. Ms. White joined PQA in 2002, and has supported major systems development projects for CAMD and

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EPA's Office of Enforcement and Compliance Assurance in roles including requirements definition and analysis, systems design, client communication, and quality assurance. Ms. White is Project Manager and oversees the development of three software applications based on EATS: the CDM Registry, for the UNFCCC Secretariat; the NZEUR, a Kyoto Registry for the New Zealand Ministry of the Environment; and the Eastern Climate Registry, a prototype GHG voluntary reporting registry developed for the Northeast and Mid-Atlantic states as a predecessor to the Climate Registry initiative. Ms. White is a skilled communicator and analyst who excels in client communication, particularly in conveying science and technology issues to policy and program staff.

EXHIBIT B
Standard Agreement

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with Exhibit A, Attachment 1 and Exhibit B, Attachment 1, which are both attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Air Resources Board
Accounting Section
P.O. Box 1436
Sacramento, CA 95812

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

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February 1, 2008

PQA's Time and Materials Rates for ARB (Feb. - Dec. 2008)*

Category	Rate
Senior Consultant II	\$159.00
Senior Consultant I	\$96.00
Project Manager	\$94.00
Senior Programmer/Analyst II	\$96.00
Senior Programmer/Analyst I	\$88.00
Programmer/Analyst II	\$82.00
Programmer/Analyst I	\$71.00
Senior Quality Assurance Analyst II	\$93.00
Quality Assurance Analyst II	\$66.00
Quality Assurance Analyst I	\$50.00
Senior Environmental Analyst I	\$86.00
Environmental Analyst II	\$64.00
Environmental Analyst I	\$49.00
Communication Specialist II	\$56.00
Communications Specialist I	\$49.00
Contract Administrator	\$71.00
Assistant Contract Administrator	\$54.00

* Rates are valid through January 23, 2009 (PQA's annual raises are effective as of January 24th each year).

GENERAL PROVISIONS – INFORMATION TECHNOLOGY

1. **DEFINITIONS:** Unless otherwise specified in the Statement of Work the following terms shall be given the meaning shown, unless context requires otherwise.
- a) **"Acceptance Tests"** means those tests performed during the Performance Period which are intended to determine compliance of Equipment and Software with the specifications and all other Attachments incorporated herein by reference and to determine the reliability of the Equipment.
 - b) **"Application Program"** means a computer program which is intended to be executed for the purpose of performing useful work for the user of the information being processed. Application programs are developed or otherwise acquired by the user of the Hardware/Software system, but they may be supplied by the Contractor.
 - c) **"Attachment"** means a mechanical, electrical, or electronic interconnection to the Contractor-supplied Machine or System of Equipment, manufactured by other than the original Equipment manufacturer, that is not connected by the Contractor.
 - d) **"Business entity"** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
 - e) **"Buyer"** means the State's authorized contracting official.
 - f) **"Commercial Software"** means Software developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
 - g) **"Contract"** means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
 - h) **"Custom Software"** means Software that does not meet the definition of Commercial Software.
 - i) **"Contractor"** means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
 - j) **"Data Processing Subsystem"** means a complement of Contractor-furnished individual Machines, including the necessary controlling elements (or the functional equivalent) and Operating Software, if any, which are acquired to operate as an integrated group, and which are interconnected entirely by Contractor-supplied power and/or signal cables; e.g., direct access controller and drives, a cluster of terminals with their controller, etc.
 - k) **"Data Processing System (System)"** means the total complement of Contractor-furnished Machines, including one or more central processors (or instruction processors) and Operating Software, which are acquired to operate as an integrated group.
 - l) **"Deliverables"** means Goods, Software, Information Technology, telecommunications technology, and other items (e.g. reports) to be delivered pursuant to this Contract, including any such items furnished incident to the provision of services.
 - m) **"Designated CPU(s)"** means for each product, if applicable, the central processing unit of the computers or the server unit, including any associated peripheral units. If no specific "Designated CPU(s)" are specified on the Contract, the term shall mean any and all CPUs located at the site specified therein.
 - n) **"Documentation"** means nonproprietary manuals and other printed materials necessary or useful to the State in its use or maintenance of the Equipment or Software provided hereunder. Manuals and other printed materials customized for the State hereunder constitute Documentation only to the extent that such materials are described in or required by the Statement of Work.
 - o) **"Equipment"** is an all-inclusive term which refers either to individual Machines or to a complete Data Processing System or subsystem, including its Hardware and Operating Software (if any).
 - p) **"Equipment Failure"** is a malfunction in the Equipment, excluding all external factors, which prevents the accomplishment of the Equipment's intended function(s). If microcode or Operating Software residing in the Equipment is necessary for the proper operation of the Equipment, a failure of such microcode or Operating Software which prevents the accomplishment of the Equipment's intended functions shall be deemed to be an Equipment Failure.
 - q) **"Facility Readiness Date"** means the date specified in the Statement of Work by which the State must have the site prepared and available for Equipment delivery and installation.
 - r) **"Goods"** means all types of tangible personal property, including but not limited to materials, supplies, and Equipment (including computer and telecommunications Equipment).
 - s) **"Hardware"** usually refers to computer Equipment and is contrasted with Software. See also Equipment.
 - t) **"Installation Date"** means the date specified in the Statement of Work by which the Contractor must have the ordered Equipment ready (certified) for use by the State.
 - u) **"Information Technology"** includes, but is not limited to, all electronic technology systems and services, automated information handling, System design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications which include voice, video, and data communications, requisite System controls, simulation, electronic commerce, and all related interactions between people and Machines.
 - v) **"Machine"** means an individual unit of a Data Processing System or subsystem, separately identified by a type and/or model number, comprised of but not limited to mechanical, electro-mechanical, and electronic parts, microcode, and special features installed thereon and including any necessary Software, e.g., central processing unit, memory module, tape unit, card reader, etc.
 - w) **"Machine Alteration"** means any change to a Contractor-supplied Machine which is not made by the Contractor, and which results in the Machine deviating from its physical, mechanical, electrical, or electronic (including microcode) design, whether or not additional devices or parts are employed in making such change.
 - x) **"Maintenance Diagnostic Routines"** means the diagnostic programs customarily used by the Contractor to test Equipment for proper functioning and reliability.
 - y) **"Manufacturing Materials"** means parts, tools, dies, jigs, fixtures, plans, drawings, and information produced or acquired, or rights acquired, specifically to fulfill obligations set forth herein.
 - z) **"Mean Time Between Failure (MTBF)"** means the average expected or observed time between consecutive failures in a System or component.
 - aa) **"Mean Time to Repair (MTTR)"** means the average expected or observed time required to repair a System or component and return it to normal operation.
 - bb) **"Operating Software"** means those routines, whether or not identified as Program Products, that reside in the Equipment and are required for the Equipment to perform its intended function(s), and which interface the operator, other Contractor-supplied programs, and user programs to the Equipment.
 - cc) **"Operational Use Time"** means for performance measurement purposes, that time during which Equipment is in actual operation by the State. For maintenance Operational Use Time purposes, that time during which Equipment is in actual operation and is not synonymous with power on time.

GENERAL PROVISIONS – INFORMATION TECHNOLOGY

- dd) **"Performance Testing Period"** means a period of time during which the State, by appropriate tests and production runs, evaluates the performance of newly installed Equipment and Software prior to its acceptance by the State.
- ee) **"Period of Maintenance Coverage"** means the period of time, as selected by the State, during which maintenance services are provided by the Contractor for a fixed monthly charge, as opposed to an hourly charge for services rendered. The Period of Maintenance Coverage consists of the Principal Period of Maintenance and any additional hours of coverage per day, and/or increased coverage for weekends and holidays.
- ff) **"Preventive Maintenance"** means that maintenance, performed on a scheduled basis by the Contractor, which is designed to keep the Equipment in proper operating condition.
- gg) **"Principal Period of Maintenance"** means any nine consecutive hours per day (usually between the hours of 7:00 a.m. and 6:00 p.m.) as selected by the State, including an official meal period not to exceed one hour, Monday through Friday, excluding holidays observed at the installation.
- hh) **"Programming Aids"** means Contractor-supplied programs and routines executable on the Contractor's Equipment which assists a programmer in the development of applications including language processors, sorts, communications modules, data base management systems, and utility routines, (tape-to-disk routines, disk-to-print routines, etc.).
- ii) **"Program Product"** means programs, routines, subroutines, and related items which are proprietary to the Contractor and which are licensed to the State for its use, usually on the basis of separately stated charges and appropriate contractual provisions.
- jj) **"Remedial Maintenance"** means that maintenance performed by the Contractor which results from Equipment (including Operating Software) failure, and which is performed as required, i.e., on an unscheduled basis.
- kk) **"Site License"** means for each product, the term "Site License" shall mean the license established upon acquisition of the applicable number of copies of such product and payment of the applicable license fees as set forth in the Statement of Work.
- ll) **"Software"** means an all-inclusive term which refers to any computer programs, routines, or subroutines supplied by the Contractor, including Operating Software, Programming Aids, Application Programs, and Program Products.
- mm) **"Software Failure"** means a malfunction in the Contractor-supplied Software, other than Operating Software, which prevents the accomplishment of work, even though the Equipment (including its Operating Software) may still be capable of operating properly. For Operating Software failure, see definition of Equipment Failure.
- nn) **"State"** means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.
- oo) **"System"** means the complete collection of Hardware, Software and services as described in this Contract, integrated and functioning together, and performing in accordance with this Contract.
- pp) **"U.S. Intellectual Property Rights"** means intellectual property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and U.S. patents.
3. **COMPLETE INTEGRATION:** This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.
4. **SEVERABILITY:** The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.
5. **INDEPENDENT CONTRACTOR:** Contractor and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.
6. **APPLICABLE LAW:** This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.
7. **COMPLIANCE WITH STATUTES AND REGULATIONS:**
- a) Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify the State against any loss, cost, damage or liability by reason of the Contractor's violation of this provision.
- b) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- c) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
- d) If this Contract is in excess of \$500,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).
- e) To the extent that this contract falls within the scope of Government Code Section 11135, Contractor hereby agrees to respond to and resolve any complaint brought to its attention, regarding accessibility of its products or services.
8. **CONTRACTOR'S POWER AND AUTHORITY:** The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable
2. **CONTRACT FORMATION:**
- a) If this Contract results from a sealed bid offered in response to a solicitation conducted pursuant to Chapters 2 (commencing with Section 10290), 3 (commencing with Section 12100), and 3.6 (commencing with Section 12125) of Part 2 of Division 2 of the Public Contract Code (PCC), then Contractor's bid is a firm offer to the State which is

GENERAL PROVISIONS – INFORMATION TECHNOLOGY

attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.

- a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
 - b) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
9. **ASSIGNMENT:** This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. For the purpose of this paragraph, State will not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.
10. **WAIVER OF RIGHTS:** Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.
11. **ORDER OF PRECEDENCE:** In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:
- a) these General Provisions – Information Technology (In the instances provided herein where the paragraph begins: "Unless otherwise specified in the Statement of Work" provisions specified in the Statement of Work replacing these paragraphs shall take precedence over the paragraph referenced in these General Provisions);
 - b) contract form, i.e., Purchase Order STD 65, Standard Agreement STD 213, etc., and any amendments thereto;
 - c) information technology special provisions;
 - d) statement of work, including any specifications incorporated by reference herein; and
 - e) all other attachments incorporated in the contract by reference.
12. **PACKING AND SHIPMENT:**
- a) All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
 - i) show the number of the container and the total number of containers in the shipment; and
 - ii) the number of the container in which the packing sheet has been enclosed.
 - b) All shipments by Contractor or its subcontractors must include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.
 - c) Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the

State's Transportation Management Unit within the
Department of General Services, Procurement Division.

13. **TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES:** No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.
- a) Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.
 - b) If "prepay and add" is selected, supporting freight bills are required when over \$50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.
 - c) On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the Equipment and/or material, Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the Equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.
14. **DELIVERY:** Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Deliverables, and may return them to Contractor at Contractor's expense or utilize any other rights available to the State at law or in equity.
15. **SUBSTITUTIONS:** Substitution of Deliverables may not be tendered without advance written consent of the Buyer. Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.
16. **INSPECTION, ACCEPTANCE AND REJECTION:** Unless otherwise specified in the Statement of Work:
- a) Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the State covering Deliverables and services under this Contract and will tender to the State only those Deliverables that have been inspected and found to conform to this Contract's requirements. Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. Contractor shall permit the State to review procedures, practices, processes; and related documents to determine the acceptability of Contractor's quality assurance System or other similar business practices related to performance of the Contract.
 - b) All Deliverables may be subject to inspection and test by the State or its authorized representatives.
 - c) Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
 - d) All Deliverables may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.
 - e) The State shall give written notice of rejection of Deliverables delivered or services performed hereunder within a

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reasonable time after receipt of such Deliverables or performance of such services. Such notice of rejection will state the respects in which the Deliverables do not substantially conform to their specifications. If the State does not provide such notice of rejection within thirty (30) days of delivery, such Deliverables and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.

17. SAMPLES:

- a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products bid and/or specified in the Contract.
- b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.

18. WARRANTY:

- a) Unless otherwise specified in the Statement of Work, the warranties in this subsection a) begin upon delivery of the goods or services in question and end one (1) year thereafter. Contractor warrants that (i) Deliverables and services furnished hereunder will substantially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings identified in the Statement of Work), and (ii) the Deliverables will be free from material defects in materials and workmanship. Where the parties have agreed to design specifications (such as a Detailed Design Document) and incorporated the same or equivalent in the Statement of Work directly or by reference, Contractor will warrant that its Deliverables provide all material functionality required thereby. In addition to the other warranties set forth herein, where the Contract calls for delivery of Commercial Software, Contractor warrants that such Software will perform in accordance with its license and accompanying Documentation. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.
- b) Contractor warrants that Deliverables furnished hereunder (i) will be free, at the time of delivery, of harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or Software); and (ii) will not infringe or violate any U.S. Intellectual Property Right. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any Commercial Software delivered hereunder, Contractor will, upon the State's request, provide a master copy of the Software for comparison and correction.
- c) Unless otherwise specified in the Statement of Work:
 - (i) Contractor does not warrant that any Software provided hereunder is error-free or that it will run without immaterial interruption.
 - (ii) Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from (A) a modification made by the State, unless such modification is approved or directed by Contractor, (B) use of Software in combination with or on products other than as specified by Contractor, or (C) misuse by the State.
 - (iii) Where Contractor resells Hardware or Software it purchased from a third party, and such third party offers additional or more advantageous warranties than those set forth herein, Contractor will pass through any such warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will be

supplemental to, and not relieve Contractor from, Contractor's warranty obligations set forth above.

- d) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and governmental users of the Deliverables or services.
- e) Except as may be specifically provided in the Statement of Work or elsewhere in this Contract, for any breach of the warranties provided in this Section, the State's exclusive remedy and Contractor's sole obligation will be limited to:
 - (i) re-performance, repair, or replacement of the nonconforming Deliverable (including without limitation an infringing Deliverable) or service; or
 - (ii) should the State in its sole discretion consent, refund of all amounts paid by the State for the nonconforming Deliverable or service and payment to the State of any additional amounts necessary to equal the State's Cost to Cover. "Cost to Cover" means the cost, properly mitigated, of procuring Deliverables or services of equivalent capability, function, and performance. The payment obligation in subsection (e)(ii) above will not exceed the limits on Contractor's liability set forth in the Section entitled "Limitation of Liability."
- f) EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION, CONTRACTOR MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

19. SAFETY AND ACCIDENT PREVENTION: In performing work under this Contract on State premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

20. INSURANCE: When performing work on property in the care, custody or control of the State, Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance the State deems appropriate under the Contract. Contractor shall furnish an insurance certificate evidencing required insurance coverage acceptable to the State. Upon request by the Buyer, the Contractor may be required to have the State shown as an "additional insured" on selected policies.

21. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

- a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any affected Deliverables furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.
- b) STATE AGREES THAT IF PARAGRAPH a) ABOVE IS INVOKED, DELIVERABLES SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.

22. TERMINATION FOR THE CONVENIENCE OF THE STATE:

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- a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof.
- b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
- (i) Stop work as specified in the Notice of Termination.
 - (ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continuing portion of the Contract.
 - (iii) Terminate all subContracts to the extent they relate to the work terminated.
 - (iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts;
- c) Unless otherwise set forth in the Statement of Work, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been fully performed:
- (i) The Contract price for Deliverables or services accepted by the State and not previously paid for, adjusted for any savings on freight and other charges; and
 - (ii) The total of:
 - A) The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but excluding any cost attributable to Deliverables or services paid or to be paid;
 - B) The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract; and
 - C) Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.
- d) The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.
- 23. TERMINATION FOR DEFAULT:**
- a) The State may, subject to the clause titled "Force Majeure" and to sub-section d) below, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
- i) Deliver the Deliverables or perform the services within the time specified in the Contract or any amendment thereto;
 - ii) Make progress, so that the lack of progress endangers performance of this Contract; or
 - iii) Perform any of the other provisions of this Contract.
- b) The State's right to terminate this Contract under sub-section a) above, may be exercised if the failure constitutes a material breach of this Contract and if the Contractor does not cure such failure within the time frame stated in the State's cure notice, which in no event will be less than fifteen (15) days, unless the Statement of Work calls for a shorter period.
- c) If the State terminates this Contract in whole or in part pursuant to this Section, it may acquire, under terms and in the manner the Buyer considers appropriate, Deliverables or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Deliverables and services, including without limitation costs third party vendors charge for Manufacturing Materials (but subject to the clause entitled "Limitation of Liability"). However, the Contractor shall continue the work not terminated.
- d) If the Contract is terminated for default, the State may require the Contractor to transfer title, or in the case of licensed Software, license, and deliver to the State, as directed by the Buyer, any:
- (i) completed Deliverables,-
 - (ii) partially completed Deliverables, and,
 - (iii) subject to—provisions of sub-section e) below, Manufacturing Materials related to the terminated portion of this Contract. Nothing in this sub-section d) will be construed to grant the State rights to Deliverables that it would not have received had this Contract been fully performed. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.
- e) The State shall pay Contract price for completed Deliverables delivered and accepted. Unless the Statement of Work calls for different procedures or requires no-charge delivery of materials, the Contractor and Buyer shall attempt to agree on the amount of payment for Manufacturing Materials and other materials delivered and accepted by the State for the protection and preservation of the property; provided that where the Contractor has billed the State for any such materials, no additional charge will apply. Failure to agree will constitute a dispute under the Disputes clause. The State may withhold from these amounts any sum it determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
- f) If, after termination, it is determined by a final ruling in accordance with the Disputes Clause that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.
- g) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract, and are subject to the clause titled "Limitation of Liability."
- 24. FORCE MAJEURE**
- Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:
- a) Acts of God or of the public enemy, and
 - b) Acts of the federal or State government in either its sovereign or contractual capacity.
- If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.
- 25. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:**
- a) In the event any Deliverables furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.

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- b) In addition to any other rights and remedies the State may have, the State may require Contractor, at Contractor's expense, to ship Deliverables via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.
- c) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor (but subject to the clause entitled "Limitation of Liability").
- d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to Contractor or to make a claim against the Contractor therefore.
- 26. LIMITATION OF LIABILITY:**
- a) Contractor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to two times the Purchase Price. For purposes of this sub-section a), "Purchase Price" will mean the aggregate Contract price; except that, with respect to a Contract under which multiple purchase orders will be issued (e.g., a Master Agreement or Multiple Award Schedule contract), "Purchase Price" will mean the total price of the purchase order for the Deliverable(s) or service(s) that gave rise to the loss, such that Contractor will have a separate limitation of liability for each purchase order.
- b) The foregoing limitation of liability shall not apply (i) to liability under the General Provisions, entitled "Patent, Copyright, and Trade Secret Protection" or to any other liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights; (ii) to claims covered by any specific provision herein calling for liquidated damages; (iii) to claims arising under provisions herein calling for indemnification for third party claims against the State for bodily injury to persons or damage to real or tangible personal property caused by Contractor's negligence or willful misconduct; or (iv) to-costs or attorney's fees that the State becomes entitled to recover as a prevailing party in any action.
- c) The State's liability for damages for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price, as that term is defined in subsection a) above. Nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law.
- d) In no event will either the Contractor or the State be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the possibility of such damages, except (i) to the extent that Contractor's liability for such damages is specifically set forth in the Statement of Work or (ii) to the extent that Contractor's liability for such damages arises out of sub-section b)(i), b)(ii), or b)(iv) above.
- 27. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:**
- a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
- b) Contractor shall not be liable for damages arising out of or caused by an alteration or an Attachment not made or installed by the Contractor, or for damage to alterations or Attachments that may result from the normal operation and maintenance of the Deliverables provided by the Contractor during the Contract.
- 28. INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of Contractor or any of its agents, subcontractors, employees, suppliers, laborers, or any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract. Such defense and payment will be conditional upon the following:
- a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- b) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
- 29. INVOICES:** Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.
- 30. REQUIRED PAYMENT DATE:** Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Deliverables or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.
- 31. TAXES:** Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.
- 32. NEWLY MANUFACTURED GOODS:** All Goods furnished under this Contract shall be newly manufactured Goods; used or reconditioned Goods are prohibited, unless otherwise specified.
- 33. CONTRACT MODIFICATION:** No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.
- 34. CONFIDENTIALITY OF DATA:** All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the

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Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

35. NEWS RELEASES: Unless otherwise exempted, news releases pertaining to this Contract shall not be made without prior written approval of the Department of General Services.

36. DOCUMENTATION

- a) The Contractor agrees to provide to the State, at no charge, a number of all nonproprietary manuals and other printed materials, as described within the Statement of Work, and updated versions thereof, which are necessary or useful to the State in its use of the Equipment or Software provided hereunder. The Contractor agrees to provide additional Documentation at prices not in excess of charges made by the Contractor to its other customers for similar Documentation.
- b) If the Contractor is unable to perform maintenance or the State desires to perform its own maintenance on Equipment purchased under this Contract then upon written notice by the State the Contractor will provide at Contractor's then current rates and fees adequate and reasonable assistance including relevant Documentation to allow the State to maintain the Equipment based on Contractor's methodology. The Contractor agrees that the State may reproduce such Documentation for its own use in maintaining the Equipment. If the Contractor is unable to perform maintenance, the Contractor agrees to license any other Contractor that the State may have hired to maintain the Equipment to use the above noted Documentation. The State agrees to include the Contractor's copyright notice on any such Documentation reproduced, in accordance with copyright instructions to be provided by the Contractor.

37. RIGHTS IN WORK PRODUCT:

- a) All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be Contractor's exclusive property. The provisions of this sub-section a) may be revised in a Statement of Work.
- b) Software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of this Contract or applicable purchase order ("Pre-Existing Materials") do not constitute Work Product. If Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this Section 37 will be construed to interfere with Contractor's or its affiliates' ownership of Pre-Existing Materials.
- c) The State will have Government Purpose Rights to the Work Product as Deliverable or delivered to the State hereunder. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product outside the State for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative

works from, and disclose the Work Product for any State government purpose. Such recipients of the Work Product may include, without limitation, State Contractors, California local governments, the U.S. federal government, and the State and local governments of other states. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.

- d) The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the Contractor or jointly by the Contractor and the State may be used by either party without obligation of notice or accounting.
- e) This Contract shall not preclude the Contractor from developing materials outside this Contract that are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this Contract.

38. PROTECTION OF PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA

- a) State agrees that all material appropriately marked or identified in writing as proprietary, and furnished hereunder are provided for State's exclusive use for the purposes of this Contract only. All such proprietary data shall remain the property of the Contractor. State agrees to take all reasonable steps to insure that such proprietary data are not disclosed to others, without prior written consent of the Contractor, subject to the California Public Records Act.
- b) The State will insure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed.
- c) The State agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations under this Contract with respect to use, copying, modification, protection and security of proprietary software and other proprietary data.

39. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:

- a) Contractor will indemnify, defend, and save harmless the State, its officers, agents, and employees, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. Intellectual Property Right by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to the State such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide the State with indemnity protection equal to that called for by the Third Party Obligation, but in no event greater than that called for in the first sentence of this Section 39a). The provisions of the preceding sentence apply only to third party computer Hardware or Software sold as a distinct unit and accepted by the State.

Unless a Third Party Obligation provides otherwise, the defense and payment obligations set forth in this Section 39a) will be conditional upon the following:

- i) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- ii) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may

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participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

- b) Contractor may be required to furnish a bond to the State against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.
- c) Should the Deliverables or Software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Right, the State shall permit the Contractor at its option and expense either to procure for the State the right to continue using the Deliverables or Software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Deliverables or Software by the State shall be prevented by injunction, the Contractor agrees to take back such Deliverables or Software and make every reasonable effort to assist the State in procuring substitute Deliverables or Software. If, in the sole opinion of the State, the return of such infringing Deliverables or Software makes the retention of other Deliverables or Software acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Deliverables or Software and refund any sums the State has paid Contractor less any reasonable amount for use or damage.
- d) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
 - (i) The combination or utilization of Deliverables furnished hereunder with Equipment or devices not made or furnished by the Contractor; or,
 - (ii) The operation of Equipment furnished by the Contractor under the control of any Operating Software other than, or in addition to, the current version of Contractor-supplied Operating Software; or
 - (iii) The modification by the State of the Equipment furnished hereunder or of the Software; or
 - (iv) The combination or utilization of Software furnished hereunder with non-contractor supplied Software.
- e) Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer Software in violation of copyright laws.

40. EXAMINATION AND AUDIT: Contractor agrees that the State, or its designated representative shall have the right to review and copy any records and supporting Documentation pertaining to performance of this Contract. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract.

41. DISPUTES:-

- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Contractor shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract, unless the State, on its own initiative, has already rendered such a final decision.

Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. If the Contractor is not satisfied with the decision of the Department Director or designee, the Contractor may appeal the decision to the Department of General Services, Deputy Director, Procurement Division. In the event that this Contract is for Information Technology Goods and/or services, the decision may be appealed to an Executive Committee of State and Contractor personnel.

- b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions. Contractor's failure to diligently proceed in accordance with the State's instructions shall be considered a material breach of this Contract.
- c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Department Director or designee or Deputy Director, Procurement Division if an appeal was made. If the State fails to render a final decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

42. STOP WORK:

- a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 90 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 90 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
 - (i) Cancel the Stop Work Order; or
 - (ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
 - (i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
 - (ii) The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.

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- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.
- 43. FOLLOW-ON CONTRACTS:**
- a) If the Contractor or its affiliates provides Technical Consulting and Direction (as defined below), the Contractor and its affiliates:
- (i) will not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for or in connection with any subject of such Technical Consulting and Direction; and
 - (ii) will not act as consultant to any person or entity that does receive a Contract described in sub-section (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Technical Consulting and Direction, whichever comes later.
- b) "Technical Consulting and Direction" means services for which the Contractor received compensation from the State and includes:
- (i) development of or assistance in the development of work statements, specifications, solicitations, or feasibility studies;
 - (ii) development or design of test requirements;
 - (iii) evaluation of test data;
 - (iv) direction of or evaluation of another Contractor;
 - (v) provision of formal recommendations regarding the acquisition of Information Technology products or services; or
 - (vi) provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
- c) To the extent permissible by law, the Director of the Department of General Services, or designee, may waive the restrictions set forth in this Section by written notice to the Contractor if the Director determines their application would not be in the State's best interest. Except as prohibited by law, the restrictions of this Section will not apply:
- (i) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
 - (ii) where the State has entered into a master agreement for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.
- d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.
- 44. PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.
- 45. COVENANT AGAINST GRATUITIES:** The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.
- 46. NONDISCRIMINATION CLAUSE:**
- a) During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and 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.
- b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.
- 47. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.
- 48. ASSIGNMENT OF ANTITRUST ACTIONS:** Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:
- a) In submitting a bid to the State, the supplier offers and agrees that if the bid is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material or other items, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier.
 - b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as

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- part of the bid price, less the expenses incurred in obtaining that portion of the recovery.
- c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
- (i) the assignee has not been injured thereby, or
 - (ii) the assignee declines to file a court action for the cause of action.
- 49. DRUG-FREE WORKPLACE CERTIFICATION:** The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:
- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
 - b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - (i) the dangers of drug abuse in the workplace;
 - (ii) the person's or organization's policy of maintaining a drug-free workplace;
 - (iii) any available counseling, rehabilitation and employee assistance programs; and,
 - (iv) penalties that may be imposed upon employees for drug abuse violations.
 - c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
 - (i) will receive a copy of the company's drug-free policy statement; and,
 - (ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.
- 50. FOUR-DIGIT DATE COMPLIANCE:** Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.
- 51. SWEATFREE CODE OF CONDUCT:**
- a) Contractor declares under penalty of perjury that no equipment, materials, or supplies furnished to the State pursuant to the contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov and Public Contract Code Section 6108.
 - b) Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (a).
- 52. RECYCLING:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205).
- 53. CHILD SUPPORT COMPLIANCE ACT:** For any Contract in excess of \$100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:
- a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
 - b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 54. AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq).
- 55. ELECTRONIC WASTE RECYCLING ACT OF 2003:** The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.
- 56. USE TAX COLLECTION:** In accordance with PCC Section 10295.1, Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise State of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.
- 57. EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Sections 10286 and 10286.1, and is eligible to contract with the State.
- 58. DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that the contractor is in compliance with Public Contract Code section 10295.3.