1. This Agreement is entered into between the State Agency and the Contractor named below.

STATE AGENCY'S NAME

CONTRACTOR'S NAME

2. The term of this Agreement is:

3. The maximum amount of this Agreement is:

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

   Exhibit A – Scope of Work
   Exhibit B – Budget Detail and Payment Provision
   * Exhibit C – General Terms and Conditions
   Exhibit D – Special Terms and Conditions
   Exhibit E – Additional Provisions

   Exhibit C – General Terms and Conditions 8/24/00

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

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

BY (Authorized Signature)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

CALIFORNIA Department of General Services Use Only

*View at www.dgs.ca.gov/contracts

Exempt

Revised 8/22/01  NIPM 7.6 page 1
SCOPE OF WORK

1. Contractor agrees to provide to (agency name and acronym) (type of service) as described herein: (Give brief overview of services to be provided.)

2. The services shall be performed at (location).

3. The services shall be provided during (time frame i.e., working hours, Monday through Friday, except holidays).

4. The project representatives during the term of this agreement will be:

<table>
<thead>
<tr>
<th>State Agency</th>
<th>Contractor:</th>
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<tbody>
<tr>
<td>Name:</td>
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<tr>
<td>Phone:</td>
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<td>Fax:</td>
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</tbody>
</table>

Direct all inquiries to:

<table>
<thead>
<tr>
<th>State Agency:</th>
<th>Contractor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section/Unit:</td>
<td>Section/Unit:</td>
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<td>Attention:</td>
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<td>Phone:</td>
<td>Phone:</td>
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<td>Fax:</td>
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</tbody>
</table>

5. Detailed description of work to be performed and duties of all parties. Address the following issues as applicable:

- Specifications, requirements
- Personnel, staffing
- Coordination
- Results, deliverables
- Timelines, progress reports
- Evaluation, acceptance
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 the rates specified
      herein, which is 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:

      Name
      Office
      Address

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.

(The basic language required to establish payment under a Standard Agreement is shown above. It does not
include any specific payment language that might apply in your particular situation. If your agency requires
any additional budget language and/or payment provisions, they should be added. Refer to Exhibit E,
Additional Provisions, for more options.)
GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final contract. The General Terms and Conditions will be included in the contract by reference to Internet site www.dgs.ca.gov/contracts.
SPECIAL TERMS AND CONDITIONS

1. **Excise Tax**

   The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. **Settlement of Disputes**

   In the event of a dispute, Contractor shall file a "Notice of Dispute" with the CDFA within ten (10) days of discovery of the problem. Such Notice of Dispute shall contain the Agreement number. Within ten (10) days of receipt of such Notice of Dispute, the Agency Secretary, or Designee, shall meet with the Contractor and the CDFA project manager for the purpose of resolving the dispute. The decision of the Agency Secretary or Designee shall be final. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

3. **Evaluation of Contractor**

   Performance of the Contractor under this Agreement shall be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4) and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and the agreement amount is over $5,000.

4. **Agency Liability**

   The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

5. **Potential Subcontractors**

   If Contractor subcontracts out a portion of the work required by this Agreement, nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

6. **Right To Terminate**

   The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein. However, the agreement can be immediately terminated for cause.