

EXHIBIT B: PAYMENT PROVISIONS
for procurements over \$250,000 with payment over multiple fiscal years

1. COMPENSATION

The Court shall pay the Contractor for work (services and/or goods) performed under an agreement executed and resulting from this solicitation. Unless expressly set forth in the solicitation documents and subsequent executed agreement, progress or advance payments are not allowed.

2. EXPENSES

Except as expressly set forth in the solicitation documents and subsequent executed agreement, the Court is not responsible for any expenses, including but not limited to travel expenses, which the Contractor may incur in the performance of an agreement executed and resulting from this solicitation.

3. INVOICING AND PAYMENT

- A.** Beginning thirty (30) days from start of each term, Contractor shall invoice the Court each calendar month for work performed the previous calendar month. Contractor shall complete the Contractor's Release form in this exhibit and submit with the June invoice every July 10th after the start of each term and with the final invoice within fifteen (15) days after expiration of each term.
- B.** The Court shall have no obligations to pay for any work until:
 - i.** One original, correct, and itemized invoice is received by the Court's Financial Services department at the email address below; and

AP@sb-court.org
 - ii.** If required, one electronic file containing the details of the work invoiced in Microsoft Excel format (.xls or .xlsx) or Microsoft Word (.doc or .docx) format is received by the Court Project Manager.
- C.** The Court shall endeavor to remit payment within thirty (30) days from the Court's approval of an original, correct, and itemized invoice and electronic file. Each invoice shall be printed on Contractor's standard printed bill form and shall include:
 - i.** The agreement number (purchase order or contract);
 - ii.** An invoice number;
 - iii.** Contractor's name and address;
 - iv.** The nature of the invoiced charge;
 - v.** The total invoiced amount; and
 - vi.** Such detail as is reasonably necessary to permit the Court to evaluate the work performed.

Upon request from the Court, Contractor shall promptly correct any inaccuracy and resubmit the invoice or electronic file.

- D.** The Court may withhold payment if the Contractor fails to perform in accordance to the terms of the agreement. In the event an invoice or other demand for payment is disputed, the Court may withhold the disputed portion of the payment. Upon Contractor's request, the Court shall provide a written explanation of the disputed portion.

CONTRACTOR'S RELEASE

1. INSTRUCTIONS TO CONTRACTOR

Check appropriate box indicating whether submission is for Fiscal Year-End period (July 1st thru June 30th) or Final for Agreement term. If Final for Agreement term falls on the same date as Fiscal Year-end period, choose Final. Submit one (1) original and (1) copy of this form with original invoice(s). The original signature below must be a person authorized to bind the Contractor.

☐ **FISCAL YEAR-END period – DUE BY JULY 10TH of each year following start of term.**

Pursuant to agreement number _____ (“**Agreement**”) entered into between the Superior Court of California, County of San Bernardino (“**Court**”) and _____ (“**Contractor**”), the Contactor does acknowledge the final fiscal year-end payment has been requested via invoice number(s) _____, in the amount of \$ _____, and dated _____, for all Work performed during the month of June. No other request for payment relating to the preceding fiscal year is forthcoming.

☐ **FINAL for Agreement term – DUE WITHIN 15 DAYS after expiration of each term.**

Pursuant to agreement number _____ (“**Agreement**”) entered into between the Superior Court of California, County of San Bernardino (“**Court**”) and _____ (“**Contractor**”), the Contactor does acknowledge the final payment has been requested via invoice number(s) _____, in the amount of \$ _____ and dated _____, for all Work performed under this Agreement. No other request for payment relating to this Agreement is forthcoming.

2. REMINDER TO RETURN COURT PROPERTY

Upon submission of FINAL invoice, unless Court has approved continued use and possession of Court property for use in connection with an extension of Agreement or another Court agreement, Contractor agrees to immediately return said property to the Court at Contractor's expense.

3. RELEASE OF ALL OBLIGATIONS

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the Court, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced Agreement for the submission period indicated above.

Signature of Contractor's Authorized Officer

Date

Printed Name

Court Financial Services Use Only:

Amount listed above must be the amount paid to the Contractor for the invoice(s) stated above. Any adjustments to the invoice(s) will require this form to be corrected. Forward original to Contracts Department with copy of invoice(s).

Date paid _____ by ☐ check number _____ or ☐ EFT.

Signature

Date