APPENDIX B BUDGET DETAIL, INVOICING AND PAYMENT PROVISIONS

- Contractors shall be limited to 12 months of back billing on all systems, services and functionality ordered under the Contract. Invoices presented more than 12 months after the formal acceptance of the system, service or functionality will not be considered valid and will not be paid.
- 2) Invoices shall be submitted as specified on the individual PO as submitted to the Contractor. The Contractor shall render invoices for total monthly maintenance charges following the month for which the charges accrue. Invoices to the CA 9-1-1 Branch must include those items listed in the GSPD-401IT, Item #29 and may require additional information. Payment for goods or services rendered outside the original SOW of a PO (change orders) will require an amendment to the PO or a new PO.
- 3) Contractor shall provide individual invoices for each project under this Contract that shall include, at a minimum, the following fields:
 - a) Invoice Date
 - b) CA PSAP Name and Address
 - c) Tracking Number
 - d) Naming Convention (provided by CA 9-1-1 Branch)
 - e) System Installation Date
 - f) System Acceptance Date
 - g) Maintenance Start Date (after the one year warranty period)
 - h) Cost (including equipment, installation, and training)
 - i) Sales Tax
- 4) All invoices submitted to the CA 9-1-1 Branch as a result of a PO based on this Contract will be billed separately from other charges the Contractor may currently be billing.
- 5) The CA 9-1-1 Branch will provide naming conventions to the CA PSAP for site identification and all invoices will use the same naming convention.
- 6) Equipment accountability will be by model number, serial number and physical location.
- 7) The Contractor shall make every effort to reconcile incorrect invoices within 30 calendar days from notification by the CA PSAP or CA 9-1-1 Branch of the discrepancy. The CA PSAP or CA 9-1-1

- Branch may withhold payments of all invoices issued as a result of this Contract until the discrepancies have been corrected.
- 8) It shall be PSAP's sole determination as to whether all equipment has been successfully installed and accepted. Signed acceptance is required from the PSAP before processing an invoice for payment.
- 9) Upon acceptance of each deliverable, the Contractor will submit an invoice for payment associated with the individual payment amounts. Payment shall not exceed the Cost Worksheet.
- 10) For Equipment, invoices shall be submitted in triplicate including costs charged for each Line Item's Equipment Unit Price.
- 11) For Monthly Maintenance, invoices shall be submitted in triplicate, monthly in arrears, identifying the PSAP, Contractor and equipment information.,
- 12) The Contractor costs related to items such as travel and per diem are costs of the Contractor, shall be inclusive of the hourly rate bid, and will not be paid separately as part of this Agreement.
- 13) Submit invoices, in triplicate, with reference to the Contract number #4156-6 to:

California Governor's Office of Emergency Services Attention: Accounting Unit 3650 Schriever Ave. Mather, CA 95655

- 14) 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, Cal OES shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- 15) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, Cal OES shall have the option to either cancel this Contract with no liability occurring to Cal OES, or offer a Contract amendment to the Contractor to reflect the reduced amount.
- 16) Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment to small/micro businesses shall be made in accordance with and within the time specified in Chapter 4.5, Government Code 927 et seq.