

ATTACHMENT 5 - PAYMENT PROVISIONS

1. COMPENSATION

The type of award contemplated herein is Firm Fixed Price (FFP) therefore the following will apply:

- Progress or advance payments are not allowed under this solicitation.
- Travel and per diem expenses are allowed under this solicitation.

2. EXPENSES

The Court is not responsible for any travel expenses, including but not limited to mileage and lodging that the Contractor may incur in the performance of this agreement.

3. INVOICING AND PAYMENT

- a. The Court shall have no obligations to pay for any work or product until one original copy of a correct, itemized invoice is received by the Court's Financial Services department at the address below:

Superior Court of California, County of Ventura
Fiscal Services, Accounts Payable
P.O. Box 6489
Ventura, CA 93006-6489

- b. The Court shall endeavor to remit payment within thirty (30) days from the Court's approval of a correct, itemized invoice. Each invoice shall be printed on Contractor's standard printed bill form and shall include:

- i. The agreement and purchase order number,
- ii. Contractor's name and address,
- iii. The nature of the invoiced charge,
- iv. The total invoiced amount, and
- v. Such detail as is reasonably necessary to permit the Court to evaluate the work performed, including, if applicable, the number of hours worked and the applicable hourly rate.

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

- c. The Court may withhold payment if the Contractor fails to perform in accordance to the terms of this 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.

End of Attachment 5