

**JUDICIAL COUNCIL OF CALIFORNIA
MASTER CONTRACT FOR FURNITURE VENDOR SERVICES COVERSHEET**

	CONTRACT NUMBER [@#]
	FEDERAL EMPLOYER ID# [@#]

MASTER CONTRACT FOR FURNITURE VENDOR SERVICES

This Master Contract for Furniture Vendor Services (“**Contract**”) is made as of _____, **20**_____, between the Judicial Council of California (“**Judicial Council**”) and _____ (“**Vendor**”) (each individually a “**Party**” and collectively the “**Parties**”).

WITNESSETH, that for and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

1. Term.

- 1.1. This Contract is effective as of July 1, 2019 (“**Effective Date**”) and expires on **June 30, 2023** (“**Expiration Date**”). This is the Initial Term.
- 1.2. This Contract includes three two-year options to extend through June 30, 2029 (“**Subsequent Terms**”), which shall be exercised and administered at the Judicial Council’s discretion and as indicated in the General Conditions to the Master Contract for Furniture Vendor Services (“**General Conditions**”), which are attached hereto and incorporated herein as **Attachment A**.

2. Purpose/Scope.

- 2.1. The purpose of this Contract is to establish a master contract for procurement and installation of Modular System Furniture (“**MSF**”), freestanding furniture, seating, files, shelving, mobile files, Mail Room furniture, Break Room furniture, outdoor furniture, outdoor trash receptacles, and miscellaneous furnishings, including systems planning/field verification, space planning, finish selection and installation of furniture and project management for various courthouse facility projects throughout the State of California as specified in Service Work Order(s), that may be issued by the Judicial Council. **This purpose is for administrative reference only and does not define, limit, or construe the scope or extent of the Contract.**
- 2.2. The scope of Work that Vendor performs will only be as indicated in Service Work Order(s) which, if issued, will be processed after execution of this Contract pursuant to the Service Work Order Process provision as specifically stated in **Attachment A**. That process includes the Judicial Council’s request for services and the Vendor proposal to perform those services.

3. **Contract Documents.** The complete Contract consists of all Contract Documents as listed here. All obligations of the Judicial Council and Vendor are fully set forth and described in the Contract Documents. The Contract Documents are intended to operate mutually so that Work called for in one and not mentioned in the other or vice versa is to be performed the same as if mentioned in all Contract Documents.

This Cover Sheet & Its Master Contract for Construction Services	
Attachment A: General Conditions	
Attachment B: Services Request Form (CONSTRUCTION ONLY)	
Attachment C: Vendor Proposal Form (SWO)	
	Exhibit A: Project Scope of Work & Project Plans & Project Specifications
	Exhibit B: Payment Method
	Exhibit C: Payment Provisions
	Exhibit D: Project Schedule
Attachment D: Judicial Council Tool Policy	
Attachment E: Judicial Council Background Check Policy	
Workers' Compensation Certification	
Prevailing Wage and Related Labor Requirements Certification	
Disabled Veteran's Business Enterprise Participation Certification	
Payment Bond	
Vendor and/or sub-contractor Insurance Documents	



4. **Project Price and Method of Payment.** Judicial Council shall pay Vendor for all Work contracted for under this Contract as indicated in a fully executed Service Work Order.
5. **Project Time.** As defined herein, this is the time within which the Vendor/sub-contractor shall complete all Work contracted for under this Contract as indicated in a fully authorized Service Work Order pursuant to the Service Work Order Process provision set forth in this Contract.
6. **Insurance and Bonds.** Vendor/sub-contractor shall provide all required certificates of insurance, and payment bonds as set forth in the General Conditions.
7. **Classification of Vendor or subcontractor's License.** Vendor hereby acknowledges that it currently holds valid and active Class B or C, Sub D contractor license(s) issued by the State of California, Contractor's State Licensing Board. Vendor shall require that any Subcontractor performing Work on any Project under this Contract that requires a contractor license, shall hold a valid and active contractor license(s) issued by the State of California, California's State Licensing Board at all times the Subcontractor performs Work under this Contract.
8. **Validity of Alterations.** Alteration or variation of the terms of this Contract shall not be valid unless made in writing and signed by the Parties, and an oral understanding or Contract that is not incorporated shall not be binding on any of the Parties.
9. **Severability.** If any term, covenant, condition, or provision of the Contract Documents is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

- 10. Notice and Service Thereof.** Any notice required by the Contract shall be in writing, identify the Service Work Order, dated, and signed by the Party giving notice or by a duly authorized representative of that Party. Any Notice required by or with regard to this Contract shall be delivered as follows:

<p>Notice to the Judicial Council:</p> <p>Judicial Council of California Branch Accounting and Procurement Attn: Manager, Contracts 455 Golden Gate Avenue San Francisco, CA 94102-3688</p>	<p>Notice to Vendor:</p> <p>[@Vendor Name] Attn: [@Contact] [@Address]</p>
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Notice shall be served and considered effective if given in one of the following manners: By personal delivery, considered delivered on the day of delivery; by overnight delivery service, considered delivered one (1) day after date deposited, as indicated by the delivery service.

- 11. Signature Authority.** The individuals executing this Contract on behalf of each respective Party, certify that they have proper authorization to do so and to bind their respective Party.
- 12. Survival.** The termination or expiration of the Contract shall not relieve either Party of any obligation or liability accrued hereunder prior to or subsequent to such termination or expiration, nor affect or impair the rights of either Party arising under the Contract prior to or subsequent to such termination or expiration, except as expressly provided herein.
- 13. Entire Contract.** This Contract, consisting of all Contract Documents as defined herein, constitutes the entire Contract between the Parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the Parties. No waiver, alteration, modification of, or addition to the terms and conditions contained herein shall be binding unless expressly agreed in writing by a written amendment to this Contract.

JUDICIAL COUNCIL'S SIGNATURE	VENDOR'S SIGNATURE	
Judicial Council of California	VENDOR'S NAME (if Vendor is not an individual person, state whether Vendor is a corporation, partnership, etc.) <div style="text-align: center;">[VENDOR NAME]</div>	
	LICENSE NO.:	EXP. DATE.:
BY (Authorized Signature) 	BY (Authorized Signature) 	
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING	

Date Executed	Date Executed
ADDRESS 455 Golden Gate Avenue San Francisco, CA 94102	ADDRESS [@Vendor Address]

NOTE: If the Vendor is a corporation, Vendor must attach a certified copy of the corporation's by-laws, or of the resolution of the Board of Directors of the corporation, authorizing the above person to execute this Contract and the bonds required by the Contract Documents.

[This page is reserved for internal Judicial Council funding summary.]

ATTACHMENT A

GENERAL CONDITIONS TO THE MASTER CONTRACT FOR FURNITURE VENDOR SERVICES

1. **Definitions:** Terms defined below and elsewhere throughout the Contract Documents shall apply to the Contract as defined. Additional terms may be defined in authorized Service Work Orders, however, the definition of a term defined in a Service Work Order, and not otherwise defined in these Contract Documents, and/or a term which has been defined herein but is given a new meaning in the Service Work Order, shall apply only within the Service Work Order in which it is defined.
 - 1.1. **“Acceptance”** means the written acceptance issued to Vendor by the Judicial Council’s Project Manager.
 - 1.2. **“Administrative Director”** refers to that individual or authorized designee, empowered by the Judicial Council to make final and binding executive decisions on behalf of the Judicial Council.
 - 1.3. **“Approved Person”** means any employee of Vendor or any Subcontractor who (i) has been screened and approved by the Judicial Council pursuant to the Judicial Council Screening Process and (ii) when working in at the Project site, has passed any additional Court-required screening and background check requirements which that Court requires of vendors or subcontractors working in that Project site, as described in the “Court-Required Screening and Background Check Requirements” section herein.
 - 1.4. **“CAFM” or “Computer Aided Facilities Management.”** In the context of this Contract and wherever used herein, the CAFM system is, and shall be construed to mean, the system currently used by the Judicial Council to issue Service Work Orders and track work progress, or any other such system subsequently implemented for those or similar purposes by the Judicial Council at the Judicial Council’s sole discretion.
 - 1.5. **“Change Order.”** A written order approved by the Judicial Council signed by the Judicial Council and the Vendor that alters the Work in a specific Service Work Order.
 - 1.6. **“Claim”** means a Dispute (see definition below) that remains unresolved after conclusion of the Dispute Resolution Process identified below. Individual unresolved Disputes may be aggregated into one or more Claim(s).
 - 1.7. **“Confidential Information”** means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the Judicial Council’s business or the business of its constituents. Confidential Information does not include (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this Contract; (iii) information that is independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.

- 1.8. **“Contract” or “Contract Documents.”** The Contract consists exclusively of the documents evidencing the Contract of the Judicial Council and Vendor, identified as the Contract Documents and are listed in the Contract.
- 1.9. **“Vendor.”** The individual, association, partnership, firm, company, consultant, corporation, affiliates, or combination thereof, including joint ventures, contracting with the Judicial Council to do the Contract Work. Vendor is one of the parties to this Contract.
- 1.10. **“Vendor Proposal”** means the document, substantially in the format of **Attachment C** hereto, that Vendor submits to the Judicial Council in response to a Services Request Form in accordance with the Service Work Order Process provision herein. The Vendor Proposal Form should include the items listed on the Vendor Proposal Form including (1) the construction schedule, (2) a list of Subcontractors, (3) payment schedule, and (4) reference to applicable Project drawings and specifications, or layouts, and technical data or information for the applicable Project.
- 1.11. **“Court(s)”** means one or more of the fifty-eight (58) superior court entities in California, the California appellate courts, and/or the California Supreme Court.
- 1.12. **“Cover Sheet” or “Master Contract for Construction Services Cover Sheet”** means the form used by the Judicial Council to enter into agreements or amendments with other parties.
- 1.13. **“Day”** unless otherwise specifically defined, means calendar days including Saturday and Sunday, as well as Vendor’s pre-established and published holidays applicable to its employees.
- 1.14. **“Deliverables”** means those products, equipment, furniture, furnishings, materials, plans and deliverables set forth in a Statement of Work and other materials collected, produced, delivered or contributed in connection with the Service.
- 1.15. **“Dispute”** means a request, demand, or assertion by the Vendor during performance of the Work regarding money and/or time adjustments with which the Judicial Council does not agree. A Dispute is not a Claim.
- 1.16. **“Force Majeure”** means a delay which impacts the timely performance of Work which neither Vendor nor the Judicial Council are liable because such delay or failure to perform was unforeseeable and beyond the control of the party. Acts of Force Majeure include, but are not limited to:
 - 1.16.1. Acts of God, which are only floods, fire due to lightning, earthquakes in excess of a magnitude of 3.5 on the Richter Scale and tidal waves.
 - 1.16.2. Acts of a public enemy;
 - 1.16.3. Acts or omissions of any government entity;
 - 1.16.4. Fire or other casualty for which a party is not responsible;

- 1.16.5. Quarantine or epidemic;
- 1.16.6. Strike or defensive lockout; and
- 1.16.7. Adverse weather that is (1) unusually severe precipitation, sleet, snow, hail, heat, or cold, wind or fog conditions in excess of the norm for the location, and time of year it occurred as determined by a source mutually agreed to by the Judicial Council and the Vendor or, if none can be mutually agreed upon, as indicated at <http://countrystudies.us/united-states/weather/California>; (2) unanticipated; and (3) occurring at the site of the Project.
- 1.17. **“Hourly Rates”** include all costs including, but not limited to labor costs, applicable taxes, duties, wages, indirect costs, general and administrative expense, and profit.
- 1.18. **“Key Personnel”** or **“Personnel”** refers to Vendor’s personnel or personnel of Subcontractors that are named in Service Work Orders, whom the Judicial Council has approved to perform specific Work. Qualifications of Key Personnel are provided in any resumes set forth in or attached to Service Work Orders. Work and roles of Key Personnel are as set forth in this Contract and in Service Work Orders.
- 1.19. **“Material”** means all types of tangible personal property, including but not limited to reports, goods, supplies, equipment, commodities, and information and telecommunication technology.
- 1.20. **“Project”** refers to all activity relative to an individual Service Work Order, including the Work of Vendor and its Subcontractors, if any.
- 1.21. **“Project Manager”** is the Judicial Council’s representative that manages the Contract and has authority to direct the Vendor in the performance of the Work. The Judicial Council may change the Project Manager, at its sole discretion, during the Vendor’s performance of the Work.
- 1.22. **“Project Price”** or **“Total Project Price.”** The amount indicated in a Service Work Order for all the Work of a particular Service Work Order and which is the amount the Judicial Council shall pay to the Vendor for successful completion of all the Work. The Total Project Price is the sum of all the Work, including all applicable taxes, fees, shipping costs, insurance, and bonds and shall not exceed this amount.
- 1.23. **“Project Time.”** The maximum time indicated in a Service Work Order for Vendor to complete all the Work of a particular Service Work Order.
- 1.24. **“Reimbursable Expenses”** means specific expense(s) incurred or to be incurred by Vendor and/or its Subcontractor(s) in pursuit of performance of the Work, as further specified in a Service Work Order.
- 1.25. **“Restricted Area(s)”** means (i) all areas within the Project site that are not generally accessible to the public, including judges’ chambers, all non-public restrooms, elevators,

break rooms, and corridors, and other non-public spaces that are dedicated for use only by judges or Court staff and employees, (ii) public areas of a Project site during non-business hours that are subject to security screening during normal business hours, and (iii) the areas defined as Restricted Areas in the Background Check Policy.

- 1.26. **“Services Request Form”** refers to the form listed in this Contract as **Attachment B**. Once a SWO is issued, this form serves as a summary of Work to be provided by the Vendor with respect to the Project for that SWO.
- 1.27. **“Service Work Order” or “SWO”** refers to a unique entry within Judicial Council’s CAFM system. Issuance of a SWO constitutes Work Authorization with respect for the Work relating to that SWO. Vendor must login to the CAFM system and “accept” the SWO issued prior to beginning Work. The SWO references and incorporates other documents such as the Services Request Form and Vendor Proposal applicable to that SWO as well as the Contract Documents.
- 1.28. **“State”** refers to the State of California.
- 1.29. **“Statement of Work”** means a description of Work to be provided according to Service Work Order authorized according to this Contract.
- 1.30. **“Subcontractor”** shall mean and include any individual, firm, partnership, agent, or corporation having a contract, purchase order, or Contract with the Vendor, or with any Subcontractor of any tier for the performance of any part of this Contract. When the Judicial Council refers to Subcontractor(s) in this document, for purposes of this Contract and unless otherwise expressly stated, the term “Subcontractor” includes, at every level and/or tier, all subcontractors, sub-consultants, agents, suppliers, and/or materialmen.
- 1.31. **“Third Party”** refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, other than the Judicial Council or the Vendor, which is not a party to this Contract.
- 1.32. **“Work” or “Work to be Performed” or “Contract Work” or “Scope of Work”** refers to all labor, materials, equipment, components, appliances, supervision, coordination, and services required by, or reasonably inferred from, the Contract Documents, that are necessary for the construction and Completion of the Project.
- 1.33. **“Work Authorization”** means permission to begin Work for a particular SWO.

2. Service Work Orders:

2.1. Maximum Service Work Order Amount and Contract Amount

- 2.1.1. The maximum amount the Judicial Council shall be obligated to pay to Vendor under any individual Service Work Order authorized under this Contract shall not at any time exceed the Total Project Price specified on the face of the authorized Service Work Order which is applicable to that Work. No verbal agreements will be honored. The Total Project Price may only be

adjusted based on a valid Change Order, or based upon an agreement signed by both Parties.

- 2.1.2. The maximum amount the Judicial Council shall be obligated to pay to Consultant under this Agreement (“**Contract Amount**”) shall not at any time exceed the aggregate of all Total Project Price(s) of all SWO(s) issued to Vendor through the current date. The total amount that the Judicial Council may pay the Consultant under this Agreement shall not at any time exceed the aggregate of the Total Project Price(s) of all Service Work Orders authorized for the performance of Work through the current date.

2.2. **Service Work Order Authorization**

- 2.2.1. The Judicial Council will authorize the performance of Work and spending of funds under this Contract only via Service Work Order(s) issued through the Judicial Council’s CAFM system. Service Work Orders must be “accepted” by the Vendor within the CAFM system. This involves the Vendor logging into CAFM, opening the Service Work Order, and clicking the “Accept” button. A written document will be provided by Judicial Council via CAFM software system that summarizes the Project details and references all other documents incorporated within the Project.
- 2.2.2. Service Work Orders may only be authorized during the Term of this Agreement or any Subsequent Term(s). Service Work Orders must be authorized prior to the expiration date of this Contract. The end date for Work authorized in a Service Work Order may exceed the expiration date of this Contract but may not be extended once any Term (or Subsequent Term) has expired.
- 2.2.3. Service Work Orders may only be authorized for the specific Work as described in **Attachment B** and **Attachment C**.

2.3. **Service Work Order Process**

- 2.3.1. Services Request Form.
 - 2.3.1.1. The Judicial Council’s Project Manager will provide Vendor with an unsigned Services Request Form (**Attachment B**), describing the Work the Vendor shall perform for the Judicial Council. The Judicial Council’s Project Manager will complete and transmit any applicable Services Request Form(s) to Vendor electronically. The Judicial Council’s Project Manager will inform the Vendor of the appropriate Pricing Methodology (i.e. Lump Sum Based Pricing or Time and Materials Pricing) for the Project in the Service Request Form.
 - 2.3.1.2. Upon receipt of the Services Request Form, Vendor will, in coordination with the Judicial Council’s Project Manager, edit the Services Request Form if necessary so that it appropriately

describes, to the satisfaction of both Parties, the various elements of the Work and Materials, if applicable, to be provided. If the Services Request Form is revised during this coordination, the Judicial Council's Project Manager will revise and re-submit the revised Services Request Form electronically to the Vendor. Vendor shall only be entitled to submit a Vendor Proposal based upon the most current version of any Service Request Form. Any previous iterations of Service Request Forms that include the same, or substantially similar, Work shall be void.

2.3.2. Vendor Proposal.

- 2.3.2.1. Once the Judicial Council and the Vendor agree upon the elements of the Work and Materials set forth in a Services Request Form, Vendor will complete and submit electronically the Vendor Proposal, substantially in the format of **Attachment C**, to the Judicial Council's Project Manager in the form of a file in modifiable MS-Word processing format, based upon the description of the Work requested by the Services Request Form.
- 2.3.2.2. The Judicial Council's Project Manager shall review the Vendor Proposal separately or with the Vendor and may request changes to the Vendor Proposal, in which event Vendor shall modify and resubmit the Vendor Proposal via CAFM.
- 2.3.2.3. Vendor Proposals submitted shall not expire or be revoked by the Vendor for a period of twenty (20) Days following the date submitted to the Judicial Council via CAFM.
- 2.3.2.4. In order for the Judicial Council to accept Vendor's Proposal and proceed with the Project, the Judicial Council's Project Manager must create a Service Work Order in the Judicial Council's CAFM system and create a unique Service Work Order number for the Project, which shall be reflected in the Service Work Order. The Services Request Form and accepted Vendor's Proposal for the applicable Project will be uploaded to CAFM. Vendor's Proposal and the Services Request Form are insufficient by themselves to create a Service Work Order.
- 2.3.2.5. The Judicial Council's Project Manager will then notify the Vendor of its Vendor Proposal acceptance. The Judicial Council shall provide, via e-mail, a Service Work Order consisting of a cover page with a unique Service Work Order number, the accepted Services Request Form and Vendor's Proposal for that Service Work Order.
- 2.3.2.6. Vendor shall review all documents and, upon acceptance by the Judicial Council, log into Judicial Council's CAFM system, look up the corresponding Service Work Order, and click "Accept." By

clicking “Accept,” Vendor agrees to all the provisions of this Contract, the Contract Documents, the Vendor Proposal and the corresponding Service Work Order for Work on a Project.

2.3.3. Authorization to Proceed with a Service Work Order.

- 2.3.3.1. Upon notification of Service Work Order acceptance in CAFM by the Vendor, the Judicial Council shall direct the Vendor to begin Work in writing according to the terms herein.
- 2.3.3.2. Following authorization of a Service Work Order, but before the initiation of Work on a Project, the Judicial Council may furnish additional detailed written and/or graphic instructions to explain the Work more fully, and such instructions become a part of the requirements of the authorized Service Work Order applicable to a Project. Should such additional detailed instructions, in the opinion of Vendor, constitute Work in excess of the requirements of the authorized Service Work Order, Vendor must submit written notice of the same to the Judicial Council within seven (7) Days following receipt of such instructions, and in any event, no later than prior to commencement of the Work on the Project. If, in the Judicial Council’s sole and independent judgment, the additional detailed instructions do in fact constitute Work in excess of the requirements of the authorized Service Work Order, the Judicial Council may, at Judicial Council’s sole discretion, either close the authorized Service Work Order and create a new Service Work Order or issue a Change Order to account for the additional Work.
- 2.3.3.3. Only the following Judicial Council personnel are approved to authorize a SWO(s): Senior Manager for Facility Management; Regional Manager for Facilities Operations; Project Managers; Supervising Facilities Management Administrators; Facilities Management Administrators; Judicial Council Customer Service Center Personnel.

2.3.4. Other Information Relating to Service Work Orders.

- 2.3.4.1. If the Parties agree to cancel an already authorized Service Work Order, the existing Service Work Order must be closed within Judicial Council’s CAFM system and the Judicial Council may start a new Service Work Order process for the Work in the terminated Service Work Order.
- 2.3.4.2. Judicial Council shall from time to time provide Vendor with the names and contact information of persons on behalf of Judicial Council filling primary positions. This letter will be updated from time to time as personnel change, and is effective upon receipt. These changes will not require that this Contract be amended.

- 2.3.4.3. The Judicial Council reserves the right at its sole discretion to modify the forms provided in the Contract, as it deems necessary or appropriate, in its sole discretion, and will notify Vendor of any modification to said form prior to implementing the modified form(s). The Judicial Council shall provide Vendor with a copy of any modified form(s), and any modification of a form included herein shall not require an amendment of the Contract. The modified form(s) shall become effective upon the notice provided in this provision.
- 2.3.4.4. There is no limit on the number of Service Work Orders the Judicial Council may request or authorize under this Contract.
- 2.3.4.5. The Judicial Council does not guarantee that Vendor will receive any authorized Service Work Order(s) under this Contract.

3. Notice to Proceed: The Project Manager will provide a written notice to proceed to Vendor with respect to the Project at which time Vendor will proceed with the Project.

4. Contract Term and Renewals:

- 4.1. Unless the Contract indicates that a Subsequent Term is not applicable, the Judicial Council may, at its sole discretion, elect to exercise a Subsequent Term to extend this Contract. In order to exercise this Subsequent Term, the Judicial Council must send Notice to Vendor at least thirty (30) Days prior to the end of the Initial Term. The exercise of any Subsequent Term Notice shall be effective without Vendor's signature.
- 4.2. The Contract shall commence on the Effective Date and terminate on the Expiration Date as specified in the Coversheet, which is the Initial Term, unless otherwise extended by a Subsequent Term, or terminated, as set forth in writing by the Judicial Council, and in accordance with the terms and conditions of the Contract.
- 4.3. The Parties agree that the Judicial Council may elect to extend the Contract up to the total Subsequent Terms, as indicated in the Contract, and only if authorized in writing and in accordance with the terms and conditions of the Contract.
- 4.4. In the event the Judicial Council provides Vendor Notice of its intent to exercise a Subsequent Term, as set forth in this provision, the Parties shall modify the Contract via the Judicial Council's Standard Amendment Coversheet.
- 4.5. This Contract is of no force and effect until signed by both Parties. Any commencement of performance prior to execution of this Contract by Vendor shall be at Vendor's own risk.
- 4.6. Regardless of the expiration of this Contract, the terms and conditions of this Contract shall, unless otherwise terminated as specified herein, continue to be binding upon any Service Work Order executed under this Contract until the Work under a Service Work Order is fully complete.

5. **Quotations:** The Vendor will provide, prior to the commencement of Work on any Project pursuant to a Service Work Order, a quotation that includes the following required items: quote number, quote date, quantity of item, catalog number/description, unit price and extended amount (“**Quotation**”). Any Quotation shall contain all taxes and shipping, if applicable. A Quotation is required as part of the individual Service Work Order prepared by the Judicial Council’s Project Manager and submitted to the Vendor, supported by floor plans to substantiate the accuracy of the values as the Judicial Council may require. This Quotation, which is subject to the review, modification (if deemed necessary by the Judicial Council), approval, and written acceptance of the Judicial Council’s Project Manager, shall be used as a basis for progress payments made to the Vendor, and shall become part of the Service Work Order for which it was prepared upon acceptance by the Judicial Council. The Quotation shall include clearly identified Phases, if necessary, if the Vendor is proposing progress payments. The Quotation shall be based exclusively on the “payment in arrears” principle, as the Judicial Council is not allowed to make payments in advance. The total of all payments in the Schedule of Values must at all times be equal to the Total Project Price.
6. **Failure to Adopt State Budget:** An event of default shall not occur if the Judicial Council is unable to make any payment due hereunder because of the State of California’s failure to timely approve and adopt a State budget. If the Judicial Council fails to make any payment(s) as a result of the State of California’s failure to timely approve and adopt a State budget, the Judicial Council shall promptly pay any previously due and unpaid amounts upon approval and adoption of the State budget.
7. **Relationship of Parties:** Vendor is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it and its Subcontractors perform the services required of it by the Contract Documents. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the Judicial Council, or any of the Judicial Council’s employees or agents, and Vendor or any of Vendor’s Subcontractors, agents or employees. Vendor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. Vendor, its Subcontractors, agents, and its employees shall not be entitled to any rights or privileges of the Judicial Council’s employees. Judicial Council shall be permitted to monitor the Vendor’s activities to determine compliance with the terms of the Contract.
8. **Standard of Professionalism:** Vendor shall conduct all Work consistent with professional standards for the industry and type of work being performed under the Contract.
9. **Performance of Work:**
 - 9.1. Vendor shall provide, and shall act to ensure that Vendor, its employees, Subcontractors and consultants provide all Work specified in these Contract Documents to the Judicial Council’s satisfaction, in compliance with the standards specified in the Contract Documents and in the authorized Service Work Order.
 - 9.2. If Vendor fails to perform the Work properly or fails to perform any provisions of this Contract, the Judicial Council, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, cure the deficiencies and deduct the cost thereof from the payment then or thereafter due Vendor.

10. Site Examination: Vendor has examined the Site of any Project for which the Judicial Council has issued a Service Work Order and certifies that it accepts all measurements, specifications, and conditions affecting the Project to be performed at the site. Vendor warrants that it has made all Project site examination(s) that it deems necessary as to the condition of the Project site, its accessibility for materials, workers and utilities, and Vendor's ability to protect existing surface and subsurface improvements.

11. Materials and Work:

11.1. Except as otherwise stated in the Contract, or agreed to in writing by the Judicial Council, Vendor shall provide and pay for all materials, labor, tools, equipment, transportation, supervision, removal of all packaging and debris and all other services, management, and facilities of every nature whatsoever necessary to execute and complete the Contract within the Project Time.

11.1.1. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.

11.1.2. Materials shall be furnished in sufficient quantities and at such times as to ensure uninterrupted progress of Work and shall be stored properly and protected as required.

11.1.3. For all materials and equipment specified or indicated in the Drawings, Service Work Order, the Vendor shall provide all labor, materials, equipment, and services necessary for complete assemblies and complete working systems, functioning as intended. Incidental items not indicated on Drawings or Service Work Order, nor mentioned in the Specifications (if applicable), that can legitimately and reasonably be inferred to belong to the Work described, or be necessary in good practice to provide a complete assembly or system, shall be furnished as though itemized here in every detail. In all instances, material and equipment shall be installed in strict accordance with each manufacturer's most recent published recommendations and specifications.

11.1.4. Vendor shall, after the issuance of a Service Work Order by Judicial Council and after relevant submittals have been approved, place orders for materials and/or equipment as specified so that delivery of same may be made without delays to the Work. Vendor shall, upon demand from Judicial Council, present documentary evidence showing that orders have been placed.

11.1.5. Judicial Council reserves the right but has no obligation, for Vendor's neglect in complying with the above instructions, to place orders for such materials and/or equipment as it may deem advisable in order that the Work may be completed at the date specified in Service Work Order (if applicable), and all expenses incidental to the procuring of said materials

and/or equipment shall be paid for by Vendor or withheld from payment(s) to Vendor.

- 11.1.6. Vendor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon Completion of all Work to deliver the Project site to Judicial Council, together with all improvements and appurtenances constructed or placed thereon by it, and free from any claims, liens, or charges. Vendor further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any Work shall have any right to lien any portion of the Premises at which Work is being performed or any improvement or appurtenance thereon, except that Vendor may install metering devices or other equipment of utility companies or of political subdivision, title to which is commonly retained by utility company or political subdivision. In the event of installation of any such metering device or equipment, Vendor shall advise Judicial Council as to the owner thereof.
- 11.1.7. Nothing contained in this Article, however, shall defeat or impair the rights of persons furnishing materials or labor under any bond given by Vendor for their protection or any rights under law permitting such protection or any rights under law permitting such persons to look to funds due Vendor in hands of Judicial Council (e.g., stop payment notices). This provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for work when no formal contract is entered into for such material.
- 11.1.8. Title to new materials and/or equipment for the Work and attendant liability for its protection and safety shall remain with Vendor until incorporated in the Work of a Service Work Order and accepted by Judicial Council. No part of any materials and/or equipment shall be removed from its place of storage except for immediate installation in the Work. Vendor shall keep an accurate inventory of all materials and/or equipment in a manner satisfactory to Judicial Council or its authorized representative and shall, at the Judicial Council's request, forward it to the Judicial Council.

12. Purchase of Materials and Equipment:

- 12.1. The Vendor is required to order and obtain materials and equipment sufficiently in advance of its Work at no additional cost or advance payment from Judicial Council to assure that there will be no delays.
- 12.2. **Off-Site Storage of Materials and Equipment Only Upon Judicial Council's Written Consent.** Vendor or Subcontractor(s) shall not store materials and/or equipment off site without first obtaining the Judicial Council's express, written consent. If Vendor receives Judicial Council's consent to store materials and/or equipment off site ("**Stored Materials**"), Vendor and Subcontractor(s) shall comply with all of the following:
 - 12.2.1. **Property of Others Insurance.** Vendor shall procure and maintain, during the entire time Stored Materials are in off-site storage, insurance coverage

acceptable to the Judicial Council that shall protect Vendor and Judicial Council from all claims for Stored Materials that are lost, stolen, or damaged. The Judicial Council shall be named as a loss payee for this insurance coverage. The insurance coverage shall include a “loss payable endorsement” stating that all amounts payable will be paid as a joint-check to the Vendor and Judicial Council. If approved in advance by Judicial Council, this required insurance may be obtained by an “Employee Theft Protection Insurance Policy” or an “Employee Theft Protection Bond.”

- 12.2.2. **Payment for Stored Materials.** Judicial Council shall only make payment to Vendor for Stored Materials if agreed upon in advance, in writing, by the Judicial Council and provided that Vendor submits an itemized list of all Stored Materials with Vendor’s Application for Payment. Vendor’s itemized list of all Stored Materials shall be supported by all of the following:
 - 12.2.3. Itemized breakdown of the Stored Materials for the purpose of requesting partial payment, identifying the serial numbers and exact storage location of each piece of equipment and material; and
 - 12.2.3.1. Verified invoices for the Stored Materials; and
 - 12.2.3.2. Original copy of Property of Others Insurance, Employee Theft Protection Insurance Policy, or an Employee Theft Protection Bond based on the type of insurance required by the Judicial Council. These documents shall include certificates and endorsements stating the coverage and that the Judicial Council is a loss payee or obligee, as appropriate.

13. **Ownership:**

- 13.1. Any interest of Vendor or any of its Subcontractors in any Data, Materials, and/or Deliverables in any form, or other documents and/or recordings prepared by Vendor or its Subcontractors in its performance of Work under this Contract shall become the property of the Judicial Council. Upon the Judicial Council’s written request, or upon any termination of this Contract or any Service Work Order, Vendor shall assign and/or shall act to ensure that its Subcontractor’s assign any such interest to the Judicial Council and provide the Judicial Council with copies of all such Data, Materials, and/or Deliverables, within thirty (30) Days of the request.
- 13.2. Vendor agrees and shall ensure that its Subcontractors agree not to assert any rights at common law, or in equity, or establish any claim to statutory copyright in Data, Materials, and/or Deliverables prepared by Vendor or its Subcontractors in its performance of Work under this Contract. Vendor shall not, and shall ensure that its Subcontractors shall not, publish or reproduce such Data, Materials, and/or Deliverables in whole, or part, or any manner or form, or authorize others to do so without the written consent of the Judicial Council.

14. Subcontracting:

- 14.1. Vendor shall not subcontract the Work to be provided under this Contract unless Vendor has identified the Subcontractor in writing in the Vendor's Proposal, and which has been accepted by the Judicial Council and authorized by a Service Work Order. No party to this Contract shall in any way contract on behalf of or in the name of another party to this Contract.
- 14.2. At the request of the Judicial Council, the Vendor shall provide documentation that its Subcontractors meet the required qualifications set forth in the Contract Documents with respect to that Subcontractor's work. If requested by the Judicial Council, the Vendor shall provide copies of all Vendor's agreements with its Subcontractors to the Judicial Council. The Judicial Council's review of subcontracts shall in no way relieve the Vendor of any of its responsibilities and obligations under this Contract.
- 14.3. Vendor shall, in the course of the work, engage only Subcontractors and employees who possess, and will maintain in good standing during the performance of the Services, valid and applicable licenses where the State of California or this Contract requires that the work to be performed by that Subcontractor or employee must be performed by a licensed person or entity
- 14.4. Vendor expressly acknowledges that its Subcontractors are not third party beneficiaries of this Contract. No contractual relationship exists between the Judicial Council and any Subcontractor, supplier, or sub-Subcontractor by reason of this Contract.
- 14.5. Vendor shall be responsible for all Work performed under the Contract. All persons engaged in the Work of the Project are the responsibility and under the control of the Vendor. Vendor shall give personal attention to fulfillment of the Contract and shall keep the Work under the Vendor's control.
- 14.6. Although some of the Contract Documents may be arranged according to various trades or general grouping of work, the Vendor is not obligated to sublet work in any particular grouping or manner. The Vendor shall be responsible for the coordination of the trades, Subcontractors, sub-Subcontractors, and any material or equipment suppliers working on the Project.
- 14.7. The Judicial Council may not permit a contractor or Subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Labor Code section 1777.1 to propose on, bid on, be awarded, or perform work as a Subcontractor on a Project.
- 14.8. Any contract on a public works project entered into between the Vendor and a debarred Subcontractor is void as a matter of law. A debarred Subcontractor may not receive any public money for performing work as a Subcontractor on a Project, and any money that may have been paid to a debarred Subcontractor by a Vendor on a Project shall be returned to the Judicial Council.

- 14.9. Vendor shall be responsible for the payment of wages to workers of a debarred Subcontractor who has been allowed to work on the Project.
- 14.10. Vendor shall ensure that all Vendor's Subcontractors execute the Prevailing Wage and Related Labor Requirements Certification attached hereto and incorporated herein.
- 14.11. Vendor shall ensure that all contracts with Subcontractors for Work pursuant to this Contract shall bind Subcontractors to the indemnification and insurance requirements of any Contract or Service Work Order issued pursuant to this Contract, unless expressly waived in writing by the Judicial Council.

15. Work Warranties:

- 15.1. Vendor warrants and represents that its employees and its Subcontractors' employees assigned to perform Work under this Contract have the appropriate required credentials in the specified area(s) of competence required by Contract Documents and/or an authorized Service Work Order.
- 15.2. Vendor warrants and represents that its employees and its Subcontractors' employees assigned to perform Work under this Contract have the appropriate skills, training, and background reasonably commensurate with his or her level of performance or responsibility so as to be able to perform in a competent and professional manner in accordance with generally accepted industry standards.
- 15.3. Vendor warrants that the Work provided hereunder will conform to the standards established by this Contract and its authorized Service Work Orders.
- 15.4. All warranties, including any special warranties specified elsewhere herein, shall inure to the Judicial Council, its successors, assigns, customer agencies, and any other recipients of the Work provided hereunder.
- 15.5. Vendor warrants that the Work will be performed on time and according to the applicable schedule or within the dates specified in a Service Work Order.
- 15.6. Vendor warrants that the Work to be provided hereunder will conform to the requirements of this Contract and as provided in a Service Work Order authorized hereunder. This warranty shall begin upon the Judicial Council's occupation of the site at which Work was performed, and shall extend for the period identified by the manufacturer's warranty to be provided by the vendors **in Attachment F ("Warranty Period")**. Vendor shall provide call back services for each Service Work Order for a period of **one (1) year for miscellaneous installation issues not related to warranty work**. If the Judicial Council identifies defect(s) in the Work provided during the Warranty Period, Vendor shall either re-perform the Work or otherwise remedy the defect to the satisfaction of the Judicial Council at the Vendor's sole expense. Vendor shall (unless a longer period is agreed to in writing with the Judicial Council's Project Manager) have a period of **ten (10) Business Days** following receipt of Notice of the existence of a defect, in which to provide a cure. In no event shall the Judicial Council be responsible for any costs incurred by Vendor to remedy any deficiencies in the Work.

15.7. All warranties, including any special warranties specified elsewhere herein, shall inure to the Judicial Council, its successors, assigns, the Court(s), the Counties and/or any other customer agencies or other beneficiaries of the Work provided hereunder.

16. Vendor's Personnel:

16.1. Vendor shall provide all personnel and Subcontractor personnel necessary to provide the Work authorized under this Contract.

16.2. Vendor and/or its Subcontractors shall provide certain Key Personnel, including Vendor's project manager(s), to perform the Work set forth in this Contract and in Service Work Orders.

16.3. Vendor's project manager shall:

16.3.1. Serve as the primary contact with the Judicial Council's Project Manager and personnel;

16.3.2. Manage the day to day activities of Vendor and its Subcontractor's personnel;

16.3.3. Identify the appropriate resources needed;

16.3.4. Plan and schedule the Work;

16.3.5. Meet budget and schedule commitments;

16.3.6. Provide Progress Reports in accordance with this Contract; and

16.3.7. Act to ensure the overall quality of the Work performed.

16.4. The Judicial Council reserves the right to disapprove the continuing assignment of any Key Personnel provided under this Contract, if, in the Judicial Council's independent judgment, the performance of Key Personnel is unsatisfactory. The Judicial Council agrees to provide Notice to Vendor in the event it makes such a determination. If the Judicial Council exercises this right, Vendor shall immediately assign replacement Key Personnel, possessing equivalent or greater experience and skills.

16.5. If any of Key Personnel assigned to a Project, through no cause or fault of Vendor, become unavailable to perform Work, Vendor shall immediately provide replacement Key Personnel, possessing equivalent or greater experience and skills as required by this Contract and as further specified in any resumes referenced in Service Work Orders.

16.6. Vendor shall ensure that the same Key Personnel named in Service Work Orders are retained during the performance of the Work of that Service Work Order. However, Vendor may, with approval of the Judicial Council's Project Manager, introduce substitute Key Personnel with specific skill sets/qualifications, or release Key Personnel whose skill sets/qualifications are no longer needed, if Vendor receives prior written approval from the Judicial Council's Project Manager.

- 16.7. If any of the Key Personnel identified as specified in an authorized Service Work Order terminate their employment during the period of performance of a Service Work Order, Vendor will provide a substitute acceptable to the Judicial Council's Project Manager.
- 16.8. If any Key Personnel become unavailable or are disapproved and Vendor cannot furnish a replacement acceptable to the Judicial Council, the Judicial Council may terminate this Contract and/or the applicable Service Work Order for cause, pursuant to the Termination and Suspension provisions herein.

17. Safety Plan/Procedures:

- 17.1. The Vendor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work and shall take adequate precautions for safety of and shall provide adequate protection to prevent damage, injury, or loss to employees and other persons who may be affected thereby, the Work and materials to be incorporated therein, and property at the Project site and adjoining property.
- 17.2. The Vendor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the safety of persons or property, or their protection from damage, injury, or loss.
- 17.3. The Vendor shall at all times conduct the installation of the Work to minimize inconvenience to the general public and to ensure the protection of persons and business adjacent to the Project site so as to minimize interference with their daily lives and operations.
- 17.4. The Vendor shall designate the Project Manager, or some other responsible member of the Vendor's organization who is at the Project site, to be the competent person responsible for the prevention of accidents and the monitoring of the safety of the Work.
- 17.5. The Vendor shall remedy damage and loss to property caused in whole or in part by the Vendor or Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Vendor is responsible.
- 17.6. The Vendor shall not permit any part of the Work or Project site to be loaded so as to endanger its safety.
- 17.7. When conditions of the Work, in the judgment of the Judicial Council, present unreasonable risk of injury or death to persons or property damage, the Judicial Council, may direct the Vendor, at the Vendor's sole expense, to close down the Work and not commence work again until all dangerous conditions are eliminated.

- 18. Security Protocols and Tool Control Policy:** Vendor shall be responsible for Vendor's, Vendor's personnel's, Subcontractors', and Subcontractors' personnel's knowledge and compliance with all Judicial Council and Court required security protocols in the performance of the Work. Such protocols include, but are not limited to, the then-current Judicial Council Tool

Control Policy. Violation of the Judicial Council's security protocols and tool control policy shall be considered a material breach of this Contract. The version of the Judicial Council Tool Control Policy in effect as of the Effective Date is attached as **Attachment D**. The Judicial Council Tool Control Policy is subject to change at the Judicial Council's sole discretion.

19. Prohibited Hazardous Substance or Materials:

- 19.1. Vendor is prohibited from, and will prohibit its Subcontractors, and their Subcontractors from bringing onto the Project site or using in the performance of the Work, any toxic material including, but not limited to, asbestos, asbestos containing material or product, polychlorinated bi-phenyls (PCB), lead contaminated material, or any substances that are regulated by any governmental entity ("Hazardous Materials").
- 19.2. Should the Vendor be required to utilize hazardous materials in the performance of the Work it shall notify the Judicial Council of its need to do so, and the Vendor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities regarding the storage and/or use of explosives or other hazardous materials or equipment necessary for execution of Work.
- 19.3. If the Vendor encounters what would reasonably be believed to be Hazardous Materials the Vendor will immediately inform the Judicial Council and will stop work in the affected area until the possible Hazardous Materials have been identified, and if required removed or rendered harmless.

20. Documents on Work: Vendor shall at all times keep on the Project site one legible copy of all Installation Plans.

- 20.1. **Schedule:** Vendor shall provide a schedule of Work at the start of the project to include the following items: (i) planning, (ii) cost estimating, (iii) finish selection, (iv) procurement, (v) order processing, (vi) delivery, and (vii) installation. Vendor shall not begin Work on any Project pursuant to a Service Work Order until the Vendor has submitted, and the Judicial Council has approved, Vendor's schedule of Work.
- 20.2. **Preservation of Records:** Judicial Council shall have the right to examine audit Project records of Vendor's project manager(s) all certified payroll records and/or related documents including, without limitation, payroll, payment, timekeeping and tracking documents; all books, estimates, records, contracts, documents, bid/proposal documents, bid/proposal cost data, subcontract job cost reports, and other data of the Vendor, any Subcontractor, and/or supplier. Vendor shall make available at its office at all reasonable times the materials described in this paragraph for the examination, audit, or reproduction until three (3) years after final payment under this Contract. Notwithstanding the provisions above, Vendor shall provide any records requested by any governmental agency, if available, after the time set forth above.

21. Labor Code Provisions

- 21.1. **Prevailing Wage:** Vendors and/or its subcontractors may be required to perform certain work that is subject to California prevailing wage laws pursuant to sections 1770 et. seq of the California Labor Code. Vendors and its subcontractors will be responsible for the

proper classification of their employees and for determining whether they are required to pay employees prevailing wage. The following provisions apply to work subject to prevailing wage laws.

- 21.1.1. Vendor and/or its subcontracts shall pay to workers who perform scopes of work subject to the California prevailing wage laws under this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the Judicial Council's principal office. Prevailing wage rates are also available from the Judicial Council or on the internet at (<http://www.dir.ca.gov>).
- 21.1.2. Vendor shall ensure that Vendor and all of Vendor's Subcontractors execute the Prevailing Wage and Related Labor Requirements Certification attached to the Contract and incorporated herein.
- 21.1.3. The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Vendor shall post job site notices, as prescribed by regulation. Vendor shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.

21.2. **Registration:**

- 21.2.1. Vendor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its certified payroll records ("**CPR(s)**") to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations ("**DIR**"). Labor Code section 1771.1(a) states the following:

"A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

- 21.2.2. Vendor shall ensure that all "subcontractors" (as defined by Labor Code section 1722.1), comply with Labor Code section 1725.5, including without limitation the registration requirements with the Department of Industrial Relations that are set

forth in Labor Code section 1725.5. Vendor represents to the Judicial Council that all “subcontractors” (as defined by Labor Code section 1722.1) are registered pursuant to Labor Code section 1725.5. Vendor shall not permit any Subcontractor to perform Work on the Project, without first verifying the Subcontractor is properly registered with the DIR as required by law, and providing this information in writing to the Judicial Council. Vendor acknowledges that, for purposes of Labor Code section 1725.5, this Work is public work to which Labor Code section 1771 applies.

21.3. Hours of Work:

21.3.1. Notwithstanding the timing and duration of the Work under the Contract which is subject to court activities and other coordination required for occupied facilities, as provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code, eight (8) hours of labor shall constitute a legal day’s work. The time of service of any worker employed at any time by Vendor or by any Subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract shall be limited and restricted by Vendor to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, Work performed by employees of Vendor in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

21.3.2. Vendor shall keep and shall cause each Subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by Vendor in connection with the Work or any part of the Work contemplated by this Contract and/or Service Work Order. The record shall be kept open at all reasonable hours to the inspection of Judicial Council and to the Division of Labor Standards Enforcement of the DIR.

21.3.3. Pursuant to Labor Code section 1813, Vendor shall as a penalty to the Judicial Council forfeit the statutory amount (believed by the Judicial Council to be currently twenty five dollars (\$25)) for each worker employed in the execution of this Contract or Service Work Order by Vendor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code.

21.3.4. Any Work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to the Judicial Council.

21.4. Payroll Records:

21.4.1. In addition to submitting CPR(s) to the Labor Commissioner of California pursuant to Labor Code section 1771.4 or any other applicable law, if requested

by the Judicial Council, Vendor shall provide to the Judicial Council and shall cause each Subcontractor performing any portion of any Work to provide the Judicial Council CPR(s), showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Vendor and/or each Subcontractor in connection with the Work.

21.4.2. All CPRs shall be available for inspection at all reasonable hours at the principal office of Vendor on the following basis:

21.4.2.1. A certified copy of an employee's CPR shall be made available for inspection or furnished to the employee or his/her authorized representative on request.

21.4.2.2. CPRs shall be made available for inspection or furnished upon request to a representative of Judicial Council, Division of Labor Standards Enforcement, Division of Apprenticeship Standards, and/or the Department of Industrial Relations.

21.4.2.3. CPRs shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the Judicial Council, Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested CPRs have not been provided pursuant to the provisions herein, the requesting party shall, prior to being provided the records reimburse the costs of preparation by Vendor, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Vendor.

21.4.3. The form of certification for the CPRs shall be as follows:

*I, _____ (Name-Print), the undersigned, am the _____
_____ (Position in business) with the authority to act for and on
behalf of _____ (Name of business and/or Vendor), certify
under penalty of perjury that the records or copies thereof submitted and
consisting of _____ (Description, number of pages) are the
originals or true, full, and correct copies of the originals which depict the payroll
record(s) of actual disbursements by way of cash, check, or whatever form to the
individual or individual named, and (b) we have complied with the requirements
of sections 1771, 1811, and 1815 of the Labor Code for any work performed by
our employees on the Project.*

Date: _____ Signature: _____
(Section 16401 of Title 8 of the California Code of Regulations)

21.4.4. Each Vendor shall file a certified copy of the CPRs with the entity that requested the records within ten (10) days after receipt of a written request.

- 21.4.5. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by Judicial Council, Division of Apprenticeship Standards, or Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Vendor awarded Contract or performing Contract shall not be marked or obliterated.
- 21.4.6. Vendor shall inform Judicial Council of the location of the records enumerated hereunder, including the street address, city, and county, and shall, within five (5) business days, provide a notice of change of location and address.
- 21.4.7. In the event of noncompliance with the requirements of this section, Vendor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Vendor must comply with this section. Should noncompliance still be evident after the ten (10) day period, Vendor shall, as a penalty to Judicial Council, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of Division of Apprenticeship Standards or Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.
- 21.4.8. It shall be the responsibility of Vendor to ensure compliance with the provisions of Labor Code section 1776.

21.5. Apprentices:

- 21.5.1. Vendor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code section 1777.5, then this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of Vendor to ensure compliance with this Article and with Labor Code section 1777.5 for all apprenticeship occupations.
- 21.5.2. Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.
- 21.5.3. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he/she is employed, and shall be employed only at the work of the craft or trade to which she/he is registered.
- 21.5.4. Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprentice agreements under chapter 4 (commencing at section 3070), division 3, of the Labor Code, are eligible to be employed. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she is training.
- 21.5.5. Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Vendor and any Subcontractors employing workers in any

apprenticeable craft or trade in performing any Work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Vendor or Subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the Work.

21.5.6. Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Vendor and any Subcontractor may be required to make contributions to the apprenticeship program.

21.5.7. If Vendor or Subcontractor willfully fails to comply with Labor Code section 1777.5, then, upon a determination of noncompliance by the Administrator of Apprenticeship, it shall:

21.5.7.1. Be denied the right to bid or propose on any subsequent project, or submit any Proposal, for one (1) year from the date of such determination; and

21.5.7.2. Forfeit as a penalty to Judicial Council the full amount as stated in Labor Code section 1777.7. Interpretation and enforcement of these provisions shall be in accordance with the rules and procedures of the California Apprenticeship Council and under the authority of the Chief of the Division of Apprenticeship Standards.

21.5.8. Vendor and all Subcontractors shall comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.

21.5.9. Vendor shall become fully acquainted with the law regarding apprentices prior to commencement of the Work. Special attention is directed to sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and title 8, California Code of Regulations, section 200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California 94102.

21.5.10. Vendor shall ensure compliance with all certification requirements for all workers on any Project pursuant to a Service Work Order including, without limitation, the requirements for electrician certification in Labor Code sections 108 et seq.

22. Accounting System Requirement: Vendor shall maintain an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles or GAAP.

23. Retention of Records: Vendor shall maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Contract for a period in accordance with California State and Federal law, a minimum retention period being no less than three (3) years. The retention period starts from the date of the submission of a final payment request for any Project pursuant to a Service Work Order. Vendor is also obligated to protect Data adequately against fire or other damage for the same period.

- 24. Permits and Licenses:** The Vendor shall observe and comply, and shall ensure that its Subcontractors observe and comply with all federal, state, city, and county laws, rules, and regulations affecting Vendor and its Subcontractor(s) performance of the Work provided under this Contract. The Vendor shall procure and keep in full force and effect, and shall ensure that its Subcontractors procure and keep in full force and effect, during the Term of this Contract, all permits, licenses, registrations and approvals necessary to accomplish the Work contemplated in this Contract. Vendor shall deliver to Judicial Council all original licenses, permits, registrations and approvals obtained by Vendor in connection with the Work for any Project pursuant to a Service Work Order prior to the final payment or upon termination of the Contract, whichever is earlier.
- 25. Work to Comply with Applicable Laws and Regulations:** Vendor shall give all notices and comply with all applicable laws, ordinances, rules, and regulations relating to the Work, including the specific laws, ordinances, rules, and regulations as indicated and specified in the Contract Documents and identified below, including but not limited to the appropriate statutes and administrative code sections. If Vendor observes that Drawings or Specifications (if applicable) are at variance therewith, or should Vendor become aware of the development of conditions not covered by Contract Documents that will result in finished Work being at variance therewith, Vendor shall promptly notify Judicial Council in writing and any changes deemed necessary by Judicial Council shall be made as provided in Contract for changes in Work.
- 25.1. Uniform Building Code, latest addition, and the California Code of Regulations, title 24, including amendments
- 25.2. Industrial Accident Commission’s Safety Orders, State of California
- 25.3. Regulations of the State Fire Marshal (title 19, California Code of Regulations) and Pertinent Local Fire Safety Codes
- 25.4. Americans with Disabilities Act
- 25.5. Vendor shall comply will all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act (Public Resources Code sections 21000 et seq.)
- 25.6. If Vendor performs any Work that it knew, or through exercise of reasonable care should have known, to be contrary to any applicable laws, ordinance, rules, or regulations, Vendor shall bear all costs arising therefrom.
- 26. National Labor Relations Board:** By executing this Contract, Vendor certifies under penalty of perjury under the laws of the State of California that no more than one (1) final, unappealable finding of contempt of court by a federal court has been issued against Vendor within the immediately preceding two (2) year period because of Vendor's failure to comply with an order of the National Labor Relations Board.
- 27. Americans with Disabilities Act:** By signing this Contract, Vendor assures the Judicial Council that it complies, and shall comply, with applicable provisions of the Americans with Disabilities Act (“ADA”) of 1990 (42 U.S.C. Sections 12101 et seq.) and all amendments and updates

thereto, which prohibit discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

28. Drug-Free Workplace: By signing the Contract, the Vendor certifies, under penalty of perjury under the laws of the State of California, that the Vendor 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:

- 28.1. Publish a statement at the site of any Project 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.
- 28.2. Establish a Drug-Free Awareness Program to inform employees about:
 - 28.2.1. The dangers of drug abuse in the workplace;
 - 28.2.2. The person's or company's policy of maintaining a drug-free workplace;
 - 28.2.3. Any available counseling, rehabilitation, and employee assistance programs; and
 - 28.2.4. Penalties that may be imposed upon employees for drug abuse violations.
- 28.3. Provide that every employee who works under the Contract will:
 - 28.3.1. Receive a copy of the company's drug-free workplace policy statement; and
 - 28.3.2. Agree to abide by the terms of the company's statement as a condition of employment.
- 28.4. Provide for reasonable cause testing as necessary, and post-accident testing as necessary of workers performing work at any Project site.
- 28.5. In addition to the other indemnity requirements of the Contract, Vendor shall indemnify and hold harmless the State of California, the Judicial Council of California, the Appellate Courts of California, the Supreme Court of California, the Superior Court of California associated with any Project performed pursuant to a Service Work Order, and the county associated with any such Project, including their respective elected and appointed officials, judges, officers, employees and agents against any loss, claim, damages or liability resulting from Vendor's failure to enforce and maintain a drug free workplace.

29. Nondiscrimination/No Harassment Clause:

- 29.1. During the performance of this Contract, Vendor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sex, sexual orientation, gender identification, or

any other legally protected characteristics. Vendor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

- 29.2. During the performance of this Contract, Vendor and its Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Vendor or its Subcontractors interact in the performance of this Contract. Vendor and its Subcontractors shall take all reasonable steps to prevent harassment from occurring.
- 29.3. Vendor shall comply and shall ensure that its Subcontractors comply with applicable provisions of the Fair Employment and Housing Act, California Government Code, sections 12990 et seq., and the applicable regulations promulgated under California Code of Regulations, title 2, Section 11000 et seq. The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code, section 12990, set forth in chapter 5 of division 4.1 of title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part of it as if set forth in full.
- 29.4. Vendor and any of its Subcontractors shall give written Notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Contract.
- 29.5. Vendor shall include the nondiscrimination/no harassment and compliance provisions of this clause in any and all subcontracts issued to its Subcontractors to perform Work under the Contract.

30. Background Checks: If the Vendor assigns persons (whether employees, independent contractors, Subcontractors or agents) to perform work under this Contract that requires that the person have access to the systems (whether on-site or by remote access) or premises of the Judicial Council or other Judicial Branch Entities, the Judicial Council shall have the right, but not the obligation, to conduct a background check or to require the Vendor to conduct a background check, as permitted by law, on all such persons before the Judicial Council will grant to such persons access to the Judicial Council's or other judicial branch entities' premises or systems. The Vendor will cooperate with the Judicial Council in performing such background check(s), and will promptly notify the Judicial Council of any such person refusing to undergo such background check, and will reassign such person to perform other services. The Vendor shall obtain all releases, waivers, or permissions required for the release of such information to the Judicial Council. Costs incident to background checks are the sole responsibility of the Vendor.

- 30.1. Access to Project site. Only Approved Persons may have unescorted access to (1) the Restricted Areas of a Project site and (2) any area of a Project site, during non-business hours when there is no security screening available. Vendor and Subcontractor employees who are not Approved Persons may access Restricted Areas only if they are escorted by an Approved Person at all times that they are in the Restricted Areas. Vendor may not rely upon an employee of the Court to escort or monitor these persons. Vendor must take all reasonable steps to ensure that its operations in any Restricted Area are at all times consistent with this section (“**Access to Restricted Areas**”).

- 30.2. Notification. Vendor must notify all Subcontractors that (i) the Judicial Council requires a background check for personnel working in Restricted Areas without an escort pursuant to this Background Checks provision, (ii) the Court may have supplemental screening procedures, criteria, and requirements, and (iii) Subcontractor employees must comply with both the Judicial Council's and the Courts' checks and procedures.
- 30.3. Judicial Council Screening and Approval Process. The Judicial Council shall conduct the screening and approval of employees of Vendor and Subcontractors that have access to Restricted Areas of Project sites pursuant to the Judicial Council's then-current background check policies and procedures ("**Background Check Policy**"). Vendor agrees to cooperate with the Judicial Council with respect to the screening of those employees. The version of the Judicial Council Background Check Policy in effect as of the Effective Date is attached to the Contract as **Attachment E**. The Judicial Council may update and/or revise the Background Check Policy at any time, without notice to the Vendor. Vendor acknowledges that the definition of Restricted Areas in this Contract is broader and includes more areas than the definition of Restricted Areas in the Background Check Policy and that the definition of Restricted Areas that includes the most areas will control. Vendor must comply with the provisions of this Background Checks provision in this Contract and with the Background Check Policy.
- 30.4. Judicial Council Badges. The Judicial Council will issue an identification badge to each person who is approved by the Judicial Council pursuant to this Article ("**Judicial Council Screening and Approval Process**"), bearing that person's name and picture. The badge will indicate that the person is permitted to access the Restricted Areas. The Judicial Council will either (1) notify Vendor if an employee is approved, whereupon the Judicial Council will issue an identification badge for that person, or (2) provide an identification badge for the person to the Vendor, and Vendor will be responsible for issuing the identification badge to that person. All such persons must wear their identification badges in a readily-visible manner whenever they are in a Restricted Area of any Project site. The Vendor will have a procedure in place to ensure that all badges are returned to the Judicial Council upon termination of an employee.
- 30.5. Court-Required Screening and Background Check Requirements. Even if a Vendor or Subcontractor employee has a Judicial Council-issued badge, the Court has the ultimate decision as to whether a specific Vendor or Subcontractor employee may have unescorted access to any Project site. The Court shall have the right at any time to refuse Project site access to any Vendor or Subcontractor employee (even if that employee has a Judicial Council-issued badge) if the Court determines, in its sole discretion, that such person poses a risk to the Court or any person, system, or asset associated with the Court. The Court may elect to perform supplemental screening on Vendor or Subcontractor employees who perform Work in that Court's Restricted Areas. Vendor agrees to cooperate with the Court with respect to the screening of those employees, and shall obtain at no additional cost to the Court all related releases, waivers and permissions the Court requires. The Court may issue its own identification badge or other credential to persons who have passed the applicable Court-required screening procedure.
- 30.6. DOJ and DMV Requirements. Notwithstanding anything in this Contract to the contrary, Vendor must comply with background check and clearance requirements of the DOJ and the DMV relating to any employee of either Vendor or Subcontractor who has physical

access to any area which is either connected to, or contains records from the following databases at any Project site: the DOJ criminal computer database, including the California Law Enforcement Telecommunications System (CLETS) and the Criminal Offender Record Information (CORI), and the DMV computer database. If requested by either the Court or the Judicial Council, Vendor must provide to either the Court or the Judicial Council suitable documentation evidencing Vendor's compliance with the policies, practices, and procedures of the DOJ and the DMV regarding background check and clearance requirements relating to access to these databases.

30.7. Costs. All costs associated with escorting an unscreened employee (i.e. any employee who is not an Approved Person) shall be included in the Total Project Price. Vendor will not receive additional compensation or reimbursement from the Judicial Council for any costs related to escorting. The Judicial Council will pay for the cost of the background check (e.g. LiveScan), however, the Vendor will be responsible for employee time, fingerprinting fees, local administrative or processing fees, or other costs.

31. No Interference with Court Operations. Vendor acknowledges that a Project may be located in a courthouse which is an operating courthouse that is open to the public. Access to any such Project site, including mechanical rooms, electrical rooms, or other rooms must be coordinated with the Court through the Judicial Council's Project Manager before work commences. Interruption and/or periods of shutdown of public access, electrical service, water service, lighting, or other utilities shall be only as arranged in advance with the Judicial Council's Project Manager and shall be minimized to the greatest degree possible. Vendor shall provide temporary services to all facilities interrupted by Vendor's work. Vendor and its Subcontractors shall not interfere with the transaction of Court business, including the public's access to and use of a Project site. In the event that Vendor or any Subcontractor interferes with Court operations in violation of this provision, the Judicial Council, in its sole discretion, may be ordered to stop work at Vendor's own expense. Vendor shall be liable to Court for any damages resulting from Vendor or any Subcontractor interfering with the Court operations in violation of this provision.

32. Disabled Veteran Business Enterprises: Vendor shall comply with all Disabled Veteran Business Enterprise (DVBE) requirements including participation goals as required by Military and Veterans Code section 999 et seq. with respect to any work, services, materials or supplies provided under this Contract. Judicial Council requires contract participation goals of a minimum of three percent (3%) for disabled veteran business enterprises (DVBEs). Vendor shall comply with the Judicial Council's participation goal of a minimum of three percent (3%) of DVBEs with respect to this Contract. DVBE resources can be found at: <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>. When requested by the Judicial Council, Vendor shall demonstrate DVBE compliance by completing the DVBE Participation Form attached to this Contract or to any Service Work Order. Vendor agrees to provide the Judicial Council with any requested relevant supporting documents and to maintain those documents for a period of three (3) years after final payment under this Contract.

33. Judicial Council's Obligation Subject to Availability of Funds:

33.1. The Judicial Council's obligation under this Contract is subject to the availability of authorized funds. The Judicial Council may terminate the Contract or any part of the Contract Work, including any Service Worker, without prejudice to any right or remedy of the Judicial Council, for lack of appropriation of funds. If expected or actual funding

is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or in any Amendment hereto, the Judicial Council may terminate this Contract in whole or in part, and any Service Work Order issued in connection therewith, upon written Notice to Vendor. Such termination shall be in addition to the Judicial Council's rights to terminate for convenience or default.

- 33.2. Payment shall not exceed the amount allowable for appropriation by Legislature. If the Contract is terminated for non-appropriation:
 - 33.2.1. The Judicial Council will be liable only for payment in accordance with the terms of this Contract for Work provided prior to the effective date of termination; and
 - 33.2.2. Vendor shall be released from any obligation to provide further services pursuant to the Contract, or any Service Work Order, as are affected by the termination.
- 33.3. Funding for this Contract, or any Service Work Order issued in connection therewith, beyond the current appropriation year is conditional upon appropriation by the Legislature of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, the Contract may terminate at the close of the current appropriation year. The appropriation year ends on June 30 of each year.

34. Confidentiality:

- 34.1. Both the Judicial Council and Vendor acknowledge and agree that in the course of performing the Work under this Contract, the Judicial Council may disclose Confidential Information to Vendor and/or its Subcontractors.
- 34.2. Vendor agrees not to disclose the Confidential Information to any Third Party and to treat it with the same degree of care as it would its own confidential information. It is understood, however, that Vendor may disclose the Judicial Council's Confidential Information on a "need to know" basis to Vendor's employees and Subcontractors only to the extent that such a disclosure is necessary to fulfill the purposes of this Contract, and, as directed by the Project Manager, representatives of the Judicial Council that are performing Work authorized under this Contract. All such employees and Subcontractors of Vendor shall have executed a confidentiality Contract with Vendor requiring a promise of confidentiality concerning Vendor's clients and business.
- 34.3. Vendor shall acquire no right or title to the Confidential Information. Vendor agrees not to use the Confidential Information for any purpose except as contemplated pursuant to this Contract. Notwithstanding the foregoing, Vendor may disclose the Confidential Information (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it; (ii) as appropriate to respond to any summons or subpoena applicable to it; or (iii) to the extent necessary to enforce its rights under this Contract.
- 34.4. The Judicial Council reserves the right to disclose all Work provided under this Contract to third parties for the purpose of validation of the Work, and all documents that may be or are required to be disclosed pursuant to the California Rules of Court.

- 34.5. Vendor shall bind its Subcontractors to provisions of confidentiality with regard to the Confidential Information disclosed that are not less strict than those assumed by Vendor hereunder.
- 34.6. The Vendor's duty to hold Confidential Information in confidence and this Confidentiality provision shall survive the termination of this Contract.
- 34.7. A violation by the Vendor of these Confidentiality provisions could cause irreparable injury to the Judicial Council and as there is no adequate remedy at law for such violation, the Judicial Council may, in addition to any other remedies available to it at law or in equity, enjoin the Vendor in a court of equity for violating or threatening to violate this Confidentiality provision. In the event the Judicial Council is required to enforce this Confidentiality provision through legal action, then it will be entitled to recover from the Vendor all costs incurred thereby, including without limitation, reasonable attorney's fees.
- 35. Limitation on Publication:** Vendor shall not, and shall ensure that its Subcontractors shall not publish or submit for publication any article, press release, or other writing relating to Vendor's services for the Judicial Council without prior review and written permission by the Judicial Council. This provision shall apply to print, electronic writings, and all other forms of media, including social media.
- 36. Covenant Against Gratuities:** Vendor warrants by signing this Contract that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by Vendor or any agent, director, Subcontractor or representative of Vendor, to any officer, official, agent, or employee of the Judicial Council with a view toward securing this Contract or securing favorable treatment with respect to any determinations concerning the performance of this Contract. For breach or violation of this warranty, the Judicial Council will have the right to terminate this Contract, either in whole or in part, and any loss or damage sustained by the Judicial Council in procuring, on the open market, any Work which Vendor agreed to supply, which shall be borne and paid for by Vendor. The rights and remedies of the Judicial Council provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- 37. Indemnification:**
- 37.1. Vendor agrees, to the fullest extent permitted by law, to indemnify, defend (with counsel satisfactory to the Judicial Council), and hold harmless (collectively, "Indemnify") the State, the Judicial Council of California, the State's Courts, justices, judges, subordinate judicial officers, court executive officers, court administrators, and any and all of their officers, agents, contractors, representatives, volunteers, and employees, in both individual and official capacities ("Indemnitees"), against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, caused by, arising out of, resulting from, or incidental to, the performance of the Work, or to the provision of any item by the Vendor to the Judicial Council pursuant to this Contract, by Vendor, its Subcontractors, vendors, or suppliers, including, without limitation, any such suit, claim, damage, loss, or expense attributable to, without limitation, bodily injury, sickness, disease, death, alleged patent violation or copyright infringement, or to injury to or

destruction of tangible property (including damage to the Work itself) including the loss of use resulting therefrom, except to the extent caused by the sole negligence, active negligence, or willful misconduct of the Indemnitees, and/or to any extent that would render these provisions void or unenforceable. This Contract and obligation of Vendor shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist as to any party or person described herein. This indemnification, defense, and hold harmless obligation includes any failure or alleged failure by Vendor to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms, and without limitation, any stop payment notice actions or liens, including assessments by the California Department of Labor Standards Enforcement.

- 37.2. Vendor shall give prompt notice to the Judicial Council in the event of any injury (including death), loss, or damage included herein. Without limitation of the provisions herein, if Vendor’s Contract to indemnify, defend, and hold harmless the Indemnitees as provided herein against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of any of the Indemnitees shall to any extent be or be determined to be void or unenforceable, it is the intention of the Parties that these circumstances shall not otherwise affect the validity or enforceability of Vendor’s Contract to indemnify, defend, and hold harmless the rest of the Indemnitees, as provided herein, and in the case of any such suits, claims, damages, losses, or expenses caused in part by the default, negligence, or act or omission of Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, and in part by any of the Indemnitees, Vendor shall be and remain fully liable on its agreements and obligations herein to the full extent permitted by law.
- 37.3. In any and all claims against any of the Indemnitees by any employee of Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, Vendor’s indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Vendor or any Subcontractor under workers’ compensation acts, disability benefit acts, or other employee benefit acts.
- 37.4. The defense and indemnification obligations hereunder shall survive the Completion of Work, including the warranty/guarantee period, and/or the termination of the Contract.

38. Insurance:

38.1. **Insurance:** Unless different provisions are indicated in Vendor’s Proposal Form, and which are accepted by the Judicial Council, all insurance policies required herein of Vendor and/or its Subcontractor(s) shall be maintained in force during the term of this Contract with the following minimum policy limits:

Commercial General Liability	Includes: Personal & Advertising Injury, Product Liability and Completed Operations	\$2,000,000 each occurrence; \$4,000,000 general aggregate
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Automobile Liability – <u>Any</u> Auto	Combined Single Limit	\$1,000,000 per occurrence
Workers Compensation		Statutory limits pursuant to State law
Employers’ Liability		\$1,000,000 each accident, each disease; \$100,000 policy limit
Builder’s Risk Coverage or Installation Insurance	Includes work to be performed under Contract	Limits of liability equal to the final completed value of Project.

38.2. **The Service Work Order form includes detailed insurance provisions and requirements with which the Vendor shall comply.** The Vendor shall, prior to execution of this Contract, provide the Judicial Council certificates of insurance, on forms acceptable to the Judicial Council, as evidence that the required insurance is in full force and effect.

39. Contract Security – Bonds:

39.1. **Bonding Certification:** Vendor shall provide the Judicial Council prior to executing the Contract a letter from a California admitted surety insurer on the surety's letterhead certifying the Vendor’s bonding capacity. The letter must be signed by an authorized representative of the surety and notarized.

39.2. **Bond Requirements:**

39.2.1. **Payment Bonds:** To the extent that any Project requires any work beyond the delivery of specified products, including, without limitation, installation services, upon the Judicial Council’s issuance of a Service Work order for a Project(s), Vendor shall furnish for each Project Payment Bond issued by a California admitted surety insurer as follows:

39.2.1.1. **Payment Bond:** A bond in an amount at least equal to one hundred percent (100%) of the Total Project Price as security for payment of persons performing labor and/or furnishing materials in connection with the Contract.

40. **No Commencement without Insurance and Bonds:** The Vendor shall not commence Work on any Project prior to (a) providing the required insurance and bonds; and (b) the effective date of the required insurance and bonds. The date of commencement of the Work shall not be changed by the effective date of such insurance. If Vendor commences Work without insurance and bonds, it shall be considered a material breach of this Contract, and all Work for the Service Work Order is performed at Vendor’s peril and shall not be compensable until and unless Vendor secures bonds and insurance pursuant to the terms of the Contract Documents. Vendor agrees to defend and indemnify the Judicial Council as provided for in this Contract for any

damages arising out of Vendor's failure to obtain a payment bond for any single Project or Projects pursuant to this Contract.

41. Waiver of Claims: The Judicial Council of California, State of California, the superior courts and appellate courts of the State of California, the Supreme Court of California, and any of their officers, employees, and agents (collectively, "State Entities") shall not be liable for any injury, loss, or damage to Vendor, Subcontractors, or their officers, employees, or agents including, without limitation, damage to the property of Vendor, Subcontractors or their officers, employees, and agents, by or from any cause whatsoever, except to the extent the injury, loss, or damage was caused from the gross negligence or intentional misconduct of the State Entities. Vendor and Subcontractors hereby waive all claims and their respective insurers waive all rights of subrogation against the State Entities for any injury, loss, or damage to Vendor, Subcontractors, or their officers, employees, or agents including, without limitation, damage to the property of Vendor, Subcontractors or their officers, employees, and agents, in or about the Facilities, by or from any cause whatsoever, except to the extent the injury, loss, or damage was caused from the gross negligence or intentional misconduct of the State Entities. Neither the State, nor any officer or employee of the State, shall be liable for any loss or damage that may happen to the Work, or any part thereof; nor to any of the materials or other items used or employed in performing the Work.

42. Termination and Suspension:

42.1. Judicial Council's Right to Terminate Vendor for Cause: Grounds for Termination. The Judicial Council, in its sole discretion, may terminate the Contract and/or each Service Work Order upon any of the following:

- 42.1.1. Vendor refuses or fails to execute the Work or any separable part thereof with sufficient diligence as will ensure its completion within the time specified or any extension thereof.
- 42.1.2. Vendor fails to complete said Work within the time specified or any extension thereof.
- 42.1.3. Vendor persistently fails or refuses to perform Work or provide material of sufficient quality as to be in compliance with Contract Documents.
- 42.1.4. Vendor files a petition for relief as a debtor, or a petition is filed against the Vendor without its consent, and the petition is not dismissed within sixty (60) days.
- 42.1.5. Vendor makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency.
- 42.1.6. Vendor persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified.
- 42.1.7. Vendor fails to make timely payment to Subcontractors, or for material, or for labor.

- 42.1.8. Vendor disregards laws, or ordinances, or instructions of Judicial Council.
 - 42.1.9. Vendor fails to supply labor, including that of Subcontractors, that can work in harmony with all other elements of labor employed or to be employed on the Work.
 - 42.1.10. Vendor or its Subcontractor(s) is/are otherwise in breach, default, or in substantial violation of any provision of this Contract.
- 42.2. **Notification of Termination:**
- 42.2.1. Upon the occurrence at Judicial Council's sole determination of any of the above conditions, Judicial Council may, without prejudice to any other right or remedy, serve written notice upon Vendor and its Surety of Judicial Council's termination of this Contract, the Vendor's right to perform the work of the Contract, and/or Service Work Order under this Contract. The Judicial Council reserves the right to terminate specific Service Work Orders, without impact to this Contract or other Service Work Orders with Vendor under this Contract. This notice will contain the reasons for termination. Unless, within three (3) days after the service of the notice, any and all condition(s) shall cease, and any and all violation(s) shall cease, or arrangement satisfactory to Judicial Council for the correction of the condition(s) and/or violation(s) be made, this Contract and/or the Vendor's right to perform the Work shall cease and terminate. Upon termination, Vendor shall not be entitled to receive any further payment until the entire Work is finished.
 - 42.2.2. Upon termination, Judicial Council may immediately serve written notice of tender upon Surety whereby Surety shall have the right to takeover and perform this Contract only if Surety:
 - 42.2.2.1. Within three (3) days after service upon it of the notice of tender, Surety gives Judicial Council written notice of Surety's intention to takeover and perform this Contract; and
 - 42.2.2.2. Commences performance of the Contract within seven (7) days from date of serving of its notice to Judicial Council.
 - 42.2.3. If Surety fails to notify Judicial Council or begins performance as indicated herein, Judicial Council may takeover the Work and execute the Work to completion by any method it may deem advisable at the expense of Vendor and/or its Surety. Vendor and/or its Surety shall be liable to Judicial Council for any excess cost or other damages the Judicial Council incurs thereby. Time is of the essence in the Contract. If the Judicial Council takes over the Work as herein provided, Judicial Council may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plan, and other property belonging to Vendor as may be on the site of the Work, in bonded storage, or previously paid for.
- 42.3. **Conversion to Termination for Convenience:** In the event the Contract or a specific Service Work Order is terminated under this "Judicial Council's Right to Terminate

Vendor for Cause” section and it is finally determined by an arbitrator, court, jury or other tribunal having jurisdiction, for any reason, that the Vendor was not in default under the provisions hereof or that the Judicial Council’s exercise of its rights this section was defective, deficient, ineffective, invalid or improper for any reason, the termination shall be deemed a termination for convenience of the Judicial Council under the “Termination of Vendor for Convenience” section herein and thereupon, the rights and obligations of the Judicial Council and the Vendor shall be determined in accordance with the “Termination of Vendor for Convenience” section herein.

42.4. Effect of Termination:

42.4.1. Vendor shall, only if ordered to do so by the Judicial Council, immediately remove from the Project site all materials and personal property belonging to Vendor that have not been incorporated in the construction of the Work, or which are not in place in the Work. Judicial Council retains the right, but not the obligation, to keep and use any materials and personal property belonging to Vendor that have not been incorporated in the construction of the Work, or which are not in place in the Work. Vendor and its Surety shall be liable upon the performance bond for all damages caused the Judicial Council by reason of the Vendor’s failure to complete the Contract.

42.4.2. In the event that the Judicial Council shall perform any portion of, or the whole of the Work, pursuant to the provisions of the General Conditions, the Judicial Council shall not be liable nor account to the Vendor in any way for the time within which, or the manner in which, the Work is performed by the Judicial Council or for any changes the Judicial Council may make in the Work or for the money expended by the Judicial Council in satisfying claims and/or suits and/or other obligations in connection with the Work.

42.4.3. In the event that the Contract is terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by the Vendor or any impact or impairment of Vendor’s bonding capacity.

42.4.4. If the expense to the Judicial Council to finish the Work exceeds the unpaid Project Price, Vendor and Surety shall pay difference to Judicial Council within twenty-one (21) days of demand for payment.

42.5. Termination of Vendor for Convenience:

42.5.1. Judicial Council in its sole discretion may terminate the Contract, or any Service Work Order, upon three (3) days written notice to the Vendor. Under a termination for convenience, the Judicial Council retains the right to all the options available to the Judicial Council if there is a termination for cause. In case of a termination for convenience, Vendor shall have no claims against the Judicial Council except:

42.5.1.1. The actual cost for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise; and

42.5.1.2. Five percent (5%) of the total cost of work performed as of the date of termination, or five percent (5%) of the value of the Work yet to be performed, whichever is less. This five percent (5%) amount shall be full compensation for all Vendor's and its Subcontractor(s)' mobilization and/or demobilization costs and any anticipated lost profits resulting from termination of the Vendor for convenience for the Service Work Order.

42.6. Suspension of Work:

42.6.1. Judicial Council may, without cause, order Vendor in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as Judicial Council may determine. When the Judicial Council resumes the Project, the Parties will attempt to negotiate an adjustment in the Project Price for increases or decreases in the cost of performance of the Project caused by suspense, delay or interruption. If the Parties cannot agree on an adjusted Project Price, the Judicial Council may terminate the Contract as permitted herein.

42.6.2. In the event the Judicial Council shall order suspension of the Work, an adjustment shall be made to the Project Price for increases in the direct cost of performance of the Work of the Contract Documents, actually caused by suspension, delay or interruption ordered by the Judicial Council; provided however that no adjustment of the Project Price shall be made to the extent: (i) that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Vendor is responsible under the Contract Documents; or (ii) that an equitable adjustment is made or denied under another provision of the Contract Documents. The foregoing notwithstanding, any adjustment of the Project Price shall not include any adjustment to increase the Vendor's overhead, general administrative costs or profit, all of which will remain as reflected in the Schedule of Values submitted by the Vendor pursuant to the Contract Documents. In the event of the Judicial Council's suspension of the Work, the Project Time shall be equitably adjusted.

43. Disputes and Claims (Dispute Resolution Process):

43.1. **Exclusive Remedy.** Compliance with the notice and claim submission procedures described in this Disputes and Claims section is an express condition precedent to the right to commence litigation, file a claim under the California Government Code, or commence any other legal action. Vendor cannot assert or bring any Government Code Claim or subsequent legal action until that Claim has gone through the Dispute and Claims Resolution Process. The Parties stipulate that this Dispute and Claims Resolution Process is the exclusive remedy for resolving claims and disputes under this Contract.

43.2. **Informal Negotiations.** The Judicial Council's Project Manager and Vendor's project manager shall make a good faith attempt to promptly resolve the dispute by informal negotiation.

- 43.3. **Demand.** If the Dispute is not settled in a timely manner pursuant to informal negotiations between the Judicial Council’s Project Manager and Vendor’s project manager, either Party may issue a written statement (the “**Demand**”). The Party submitting a Demand (“**Submitting Party**”) must provide the following to the other Party (“**Receiving Party**”):
- 43.3.1. Detailed factual information and supporting documentation of their Demand;
 - 43.3.2. State the specific Contract provision(s) on which the Demand is based;
 - 43.3.3. If the Demand regards a cost adjustment, state the exact amount of the cost adjustment sought;
 - 43.3.4. Must be accompanied by pertinent supporting records;
 - 43.3.5. Include a written statement signed by an authorized representative of the Submitting Party indicating that the Demand is made in good faith, that the supporting data and documents are accurate and complete, and provide reasoning to support their contention that the amount (if any) requested reflects an adjustment in payment the Submitting Party believes is equitable.
- 43.4. **Response to Demand.** The Receiving Party shall, within ten (10) Days, provide a final written response (“**Final Response**”) or request additional information deemed necessary to prepare a Final Response. The Final Response shall state whether the Receiving Party accepts or rejects the Demand. If the Receiving Party requests additional information to prepare the Final Response, the Submitting Party shall promptly comply with the Receiving Party’s request for such information. Any delay caused by the Submitting Party’s failure to respond to a request for additional information shall extend the ten (10) Day period within which the Receiving Party must provide a Final Response, however, unless otherwise agreed to by the Parties in writing, in no event shall the time period allowed for a Final Response be extended beyond sixty (60) Days following the date on which the Submitting Party issues the Demand. Regardless of any request(s) for additional information, a failure on the part of the Receiving Party to provide a Final Response within these sixty (60) Days shall be deemed a rejection of the Demand.
- 43.5. **Senior Level Negotiations.** If the Demand is rejected and the Submitting Party provides written notice that it will continue to pursue the Demand, or if the time period allowed for a Final Response to the Demand has expired without issuance of a Final Response, the Parties shall attempt to resolve the Demand by negotiations between assigned senior representatives of the Parties. The representatives shall meet as often as they deem reasonably necessary to resolve the Demand. The senior representatives of the Parties shall make a good faith effort to resolve the Demand within thirty (30) Days (or such longer period as they may agree to in writing) following the date on which the Submitting Party provides written notice that it will continue to pursue the Demand or the date on which the time period allowed for a Final Response to the Demand has expired without issuance of a Final Response.

- 43.6. **Mediation.** If the Demand is not resolved by negotiations of the Party's assigned representatives, the Parties shall submit the dispute to mediation prior to either Party initiating an action in court.
- 43.7. **Litigation.** If after mediation the Parties have not resolved the dispute, either Party may initiate an action in a court of competent jurisdiction. In the event of litigation of a dispute arising from or related to this Contract, the prevailing party shall be entitled to recover reasonable attorney fees and costs.
- 43.8. **Confidentiality.** All discussions and negotiations conducted pursuant to this dispute resolution process prior to litigation are confidential and shall be treated as compromise and settlement negotiations to which California Evidence Code section 1152 applies. Mediation shall be confidential and shall be subject to the provisions of California Evidence Code sections 703.5 and 1115 through 1128 and Government Code section 6254.
- 43.9. **Performance during Dispute and Claim Resolution Process.** Unless otherwise directed in writing by the Judicial Council, Vendor shall diligently proceed with performance of the Work at the same time that a dispute is addressed via this dispute resolution process. Vendor's failure to diligently proceed with performance of the Work will be considered a material breach of this Contract.
44. **Conflict of Interest:** Vendor shall ensure that its officers and employees shall not participate in proceedings that involve the use of State funds or that are sponsored by the State if the person's partner, family, or organization has a financial interest in the outcome of the proceedings. Vendor and its officers and employees shall also avoid actions resulting in or creating the appearance of (1) use of an official position with the government for private gain; (2) preferential treatment to any particular person associated with this Contract or the Work of this Contract; (3) loss of independence or impartiality; (4) a decision made outside official channels; or (5) adverse effects on the confidence of the public in the integrity of the government or this Contract. Vendor agrees that it shall bind its Subcontractors to conflict of interest provisions not less strict than those provided here.
45. **No Personal Liability:** Neither the Judicial Council's officers, employees, nor independent contractors will be personally responsible for liabilities arising under the Contract.
46. **Laws Concerning the Contract:** Contract is subject to all provisions of the Constitution and laws of California and the United States, governing, controlling, or affecting Judicial Council, or the property, funds, operations, or powers of Judicial Council, and such provisions are by this reference made a part hereof. Any provision required by law to be included in this Contract shall be deemed to be inserted.
47. **No Oral Agreements:** No oral agreement or conversation with any officer, agent, or employee of Judicial Council, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in the Contract Documents.
48. **No Assignment:** Vendor shall not voluntarily or involuntarily assign (e.g., assignment by operation of law) encumber, or otherwise transfer or delegate all or any interest in this Contract. Any voluntary assignment by Vendor or assignment by operation of law (e.g., involuntary

assignment) of any portion of Vendor's interest in this Contract shall be null and void and deemed a default allowing the Judicial Council to exercise all remedies available to it under applicable law. Vendor shall not assign or transfer in any manner to a Subcontractor or supplier the right to prosecute or maintain an action against the Judicial Council. Consent will not be given to an assignment that would relieve the Vendor or the Surety of their responsibilities under the Contract. Any assignment in violation hereof shall be null and void. Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by Vendor without the written approval of Judicial Council, nor without the written consent of the Surety, unless the Surety has waived in writing its right to notice of assignment.

- 49. No Waiver:** The failure of Judicial Council in any one or more instances to insist upon strict performance of any term of the Contract or to exercise any Judicial Council option shall not be construed as a waiver or relinquishment of the right to assert or rely upon any such term or option on a future occasion. No action or failure to act by the Judicial Council, Architect, or Construction Manager shall constitute a waiver of any right or duty afforded the Judicial Council under the Contract, nor shall any action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.
- 50. Governing Law; Jurisdiction:**
- 50.1. This Contract, and all the rights and duties of Vendor and the Judicial Council arising out of or related to this Contract or to the relationship of Vendor and the Judicial Council, are governed by the laws of the State of California without regard to its conflicts of law rules. This Provision applies to all claims and causes of action that Vendor has or may acquire against the Judicial Council, whether based on contract, tort, statute or anything else.
- 50.2. Vendor agrees that any claims that it has or may acquire against the Judicial Council shall be commenced in and decided exclusively by a court of competent jurisdiction located in the State of California. Vendor agrees to submit to the personal and exclusive jurisdiction of courts located in the State of California. Vendor waives all defenses and arguments that the courts located in the State of California constitute an inconvenient forum based upon the residence or domicile of Vendor, the location of the Project that is subject to the litigation or the locations of witnesses, the location of documents, or anything else.
- 51. Change in Scope of Work:** Any change in the scope of the work for the Project, method of performance, the type of materials, or any other matter materially affecting the performance or nature of any Project shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid Change Order to any Service Work Order executed by the Judicial Council. Vendor specifically understands, acknowledges, and agrees that the Judicial Council shall have the right to request any alterations, deviations, reductions, or additions to the Project, and the cost thereof shall be added to or deducted from the amount of the Project Price by fair and reasonable valuations. Vendor also agrees to provide the Judicial Council with all information requested to substantiate any cost of the Change Order and to inform the Judicial Council whether the work will be done by the Vendor or a Subcontractor. In addition to any other information requested, Vendor shall submit, prior to approval of the Change Order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Project. If Vendor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

- 51.1. **Allowable Costs for Change Orders.** All proposed cost requests by Vendor for a Change Order shall include a complete itemized breakdown with the following detail, which are the only costs that will be allowed for these items.
- 51.1.1. **Direct Labor Costs.** Compensation for Vendor's and/or Subcontractor(s)' labor shall include the necessary payroll cost for labor, including first level supervision, directly engaged in performance of the changes ("Direct Labor Costs").
- 51.1.1.1. Direct Labor Costs shall not exceed the current prevailing wages in the locality for performance of the changes; and the labor burden or labor charges, which shall only include documented FICA, Medicare, unemployment, and Workers' Compensation charges and no other charges.
- 51.1.1.2. Use of a classification which would increase labor costs will not be permitted. Exceptions will be permitted only when the Vendor establishes, to the satisfaction of the Judicial Council, the necessity for payment at higher rates or classifications.
- 51.1.2. **Materials and Equipment.** Compensation for materials and equipment shall include the necessary costs for materials and equipment directly required for performance of the changes.
- 51.1.3. **Deleted Work.** If applicable, will be negotiated with the Judicial Council's Project Manager and Vendor's Project Manager and the manufacturer's listed re-stocking fees.
52. **Workers:** Vendor shall at all times enforce strict discipline and good order among its employees and the employees of its Subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Vendor or a Subcontractor whom the Judicial Council may deem incompetent or unfit shall be dismissed from a Project site and shall not again be employed at a Project site without written consent from the Judicial Council.
53. **Correction of Errors:** Vendor shall perform, at its own cost and expense and without reimbursement from the Judicial Council, any work necessary to correct errors or omissions that result from, or relate to, Vendor's failure to comply with the standard of care required for the work for the Project.
54. **Substitutions:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the Project Manager.
55. **Vendor Supervision:** Vendor shall provide competent supervision of personnel who are working at the job Site and/or on the Project.
56. **Cleanup:** Vendor must remove debris from any Project site on a weekly basis. A Project site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

57. **Access to Project/Site:** The Judicial Council shall, at all times, have access to the Project and Project site while it is in preparation or in progress. Contractor shall provide safe and proper facilities for access.
58. **Occupancy:** Unless specifically stated in a Service Work Order, the Judicial Council shall use and occupy any buildings or facilities that are part of a Project during the Project Time and the Judicial Council's use or occupancy shall not constitute final acceptance or approval of any part of the Project covered by this Contract, nor shall the Judicial Council's use or occupancy extend the date specified for completion of the Project.
59. **Force Majeure Clause:** Vendor shall not be liable for any failure or delay in performance hereunder during the time and to the extent that it is prevented from obtaining delivery of goods or materials, or performing the work for a Project by a Force Majeure Event, as defined herein, when satisfactory evidence thereof is presented to the Judicial Council, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Vendor.
60. **Completion of Project:** Vendor shall notify the Project Manager in writing when the Project is complete. The Judicial Council will accept completion of the Project and record the Notice of Completion when the entire Project had been completed to the satisfaction of the Judicial Council. The Judicial Council, at its sole option, may accept completion of the Project and have the Notice of Completion recorded when the Project has been completed to the satisfaction of the Judicial Council, except for minor corrective items ("**Punch List Items**"), as distinguished from incomplete items.
61. **No Liens:** Vendor agrees that Vendor, and any person, firm, or corporation furnishing any materials or labor for any work covered by the Contract, has no rights to lien any portion of the Project site or any improvement or appurtenance thereon. Vendor specifically acknowledges, in accordance with Civil Code section 8160, et seq., that the Project and the Site are not subject to mechanics liens. In the event that any liens are recorded by Vendor or any person, firm, or corporation furnishing any materials or labor for any work covered by the Contract, Vendor agrees to take whatever action is necessary to remove the lien against the Project or the Project site, as applicable.

ATTACHMENT B



JUDICIAL COUNCIL OF CALIFORNIA

ADMINISTRATIVE DIVISION
REAL ESTATE AND FACILITIES MANAGEMENT

Services Request Form Furniture and Installation

Date: [Date]
From: [Project Manager Name] _____
[Address] _____
[Phone/Fax] _____
[Email] _____
Project: [Project Title] _____
FM/SWO: [FM / SWO Numbers] _____

This Work must be performed according to the following as further indicated herein (check ONE):

Lump Sum Basis Time and Materials Basis

The Judicial Council of California requests that you provide a project cost proposal for the work as described in **Exhibit A**, attached hereto and incorporated herein by this reference (“Services” or “Work”). The scope of Work will generally consist of the following:

[GENERALLY DESCRIBE THE SERVICES THAT WILL BE NEEDED AND THAT WILL BE INCORPORATED INTO THE CONTRACT]

The work was discussed on **[Date]** with the following individuals:

[List contact name, company, and email/phone number here] _____

[List contact name, company, and email/phone number here] _____

[List contact name, company, and email/phone number here] _____

Your proposal is due on or before: **[Time and Date]**

Proposed Work Schedule: **[Start/End Dates]**

**EXHIBIT A
TO SERVICES REQUEST FORM**

PROJECT SCOPE OF WORK

[ATTACH A DETAILED SCOPE OF WORK]

PLANS (IF APPLICABLE)

[ATTACH ALL PLANS JUDICIAL COUNCIL POSSESSES THAT VENDOR CAN USE TO PERFORM ITS WORK]

WORK SPECIFICATIONS (IF APPLICABLE)

[ATTACH ALL QUOTATIONS AND SPECIFICATIONS]

ATTACHMENT C

Vendor Proposal Form (SWO)

Date: [Date]

Judicial Council: [Project Manager Name] _____
[Address] _____
[Address] _____
[Phone/Fax] _____
[Email] _____

Vendor: [Project Manager Name] _____
[Company] _____
[Address] _____
[Phone/Fax] _____
[Email] _____

Project: [Project Title] _____

FM/SWO: [FM/ SWO Numbers] _____

SWO Start/End Dates: [Start/End Dates] _____

Master Contract: [Master Contract Number] _____

Contract Expiration Date: [Expiration Date] _____

This SWO Proposal is priced according to the following as further indicated herein (check ONE):

Lump Sum Basis Time and Materials Basis

This Vendor Proposal is made as of _____, 20____, and, if accepted by the Judicial Council in accordance with the Service Work Order Process provision of the Contract, this Vendor Proposal will become an authorized Service Work Order and the Service Work Order will form a part of the Master Contract for Furniture Vendor Services between the Judicial Council of California and Vendor. This Vendor Proposal shall only become effective when and if the Judicial Council authorizes the Service Work Order in accordance with the Service Work Order Process provision of the Contract. This Service Work Order incorporates the construction services to be performed by Vendor for the following project(s) (“Project”):

_____ [Project], located at _____, as further described in the “Project Scope of Work” attached hereto and incorporated herein as Exhibit A to this Service Work Order (“Project”)

The “Project Scope of Work” may include, but is not limited to the following, plus the following assumptions:

_____.

This Service Work Order modifies the Contract as provided in this Service Work Order, however, all other terms and conditions of the Contract shall remain in full force and effect including without limitation the terms and conditions on the Master Contract for Construction Services Cover Sheet and the General Provisions which are set forth in Exhibit A of the Contract.

1. Project Price and Payment Provisions:

1.1. In consideration of the foregoing covenants, promises, and agreements, Vendor offers, in the amount stated below, to perform the Project Scope of Work according to the Contract

Documents. Judicial Council covenants, promises, and agrees that it will pay and cause to be paid to Vendor in full, and as the Project Price the following amount(s):

Dollars

(\$ _____), (“Total Project Price”)

- 1.2. The Judicial Council shall pay the Vendor the Total Project Price pursuant to the provisions herein and **Exhibit B (“Payment Method”)** which is attached hereto and incorporated herein.
 - 1.3. The Total Project Price set forth in this Service Work Order shall be full compensation for all of Vendor’s Work incurred in the performance of this Service Work Order as indicated in the Payment Provisions.
 - 1.4. Judicial Council shall pay Vendor the Total Project Price pursuant to the Payment Provisions, attached hereto and incorporated herein as **Exhibit C** to this Service Work Order (**“Payment Provisions”**). Vendor shall bill its work under this Service Work Order in accordance with the Payment Provisions.
 - 1.5. No increase in the Total Project Price will be due from change orders generated during the construction period to the extent caused by Vendor’s error or omission.
 - 1.6. Regardless of the structure of the Total Project Price and Method of Payment, the Project Price will be adjusted downward if the Scope of Work of this Project is reduced by the Judicial Council in accordance with the Contract. Judicial Council shall pay for Work authorized and performed prior to the notice to Vendor of a reduction as indicated here.
 - 1.7. The Judicial Council's payments to Vendor pursuant to this section shall constitute full compensation for all of Vendor's time, materials, costs and expenses incurred in the performance of the authorized Scope of Work.
2. **Project Time:** The Project shall be performed pursuant to the construction schedule(s) attached hereto and incorporated herein as **Exhibit D** to this Service Work Order (**“Construction Schedule(s)”**). The Project shall be completed within _____ **[SPELL OUT COMPLETION DAYS]** (_____) **[NUMBER OF DAYS]** (**“Project Time”**). The Construction Schedule must be approved by the Judicial Council prior to execution of this Service Work Order. Judicial Council and Vendor may, if agreed to in writing, approve changes in the Construction Schedule. Vendor shall only be entitled to an increase in the Total Project Price based upon an increase in the Project Time when authorized by the Judicial Council in a valid Change Order.
3. **Restrictions on Hours of Work** (check ONE):
- The Project will have no restrictions on hours of Work:
 - Vendor shall not work the following hours:
- Monday to Friday: _____

Saturdays/Sundays: _____

Vendor shall not be entitled to any additional compensation for performing Work outside these hours. The Total Project Price includes all costs associated with limiting the work hours for the Project as set forth herein.

4. Vendor's Key Personnel:

4.1. The Vendor agrees that the following key personnel in Vendor firm, or any Subcontractor's firm, shall be associated with the Project in the following capacities:

4.1.1. Vendor's Project Manager _____

4.1.2. Other: _____

4.1.3. Other: _____

4.1.4. Other: _____

4.2. All proposed key personnel are subject to review and acceptance by the Judicial Council prior to commencing work on the Project. The Judicial Council reserves the right to replace any individual or consultant in the best interest of the Project.

4.3. The Vendor shall not change any of the key personnel listed above without prior written approval by Judicial Council. The Judicial Council shall be allowed to interview and approve replacement personnel.

5. Subcontractors: Vendor will use the following Subcontractors for the Project (**Use extra sheets/extra space as needed—fill in all the requested information**)

Subcontractor Name	Location	CSLB Lic. #	DIR Reg. #	Type of Work

Although the Judicial Council is not bound by the Public Contract Code for trial court construction, the Judicial Council hereby specifically incorporates the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100, et seq.) ("**Subcontractor Listing Law**") into this Service Work Order. Accordingly, the Judicial Council will fully enforce the provisions of the Subcontractor Listing Law, including, specifically Public Contract Code sections 4109 and 4110. Vendor shall adhere to the rules governing subcontracting as set forth in the Subcontractor Listing Law and all subcontractor substitutions shall be in accordance with provisions of the Subcontractor Listing Law. Violations of the Subcontractor Listing Law provisions by the Vendor may subject the Vendor to penalties and disciplinary action as provided for in the Subcontractor Listing Law.

Vendor shall ensure that each of these Subcontractors execute the Prevailing Wage and Related Labor Requirements Certification attached to the Contract and incorporated herein.

6. **Payment Bond:** **[ONLY INCLUDE THIS PROVISION IF THE SERVICE WORK ORDER INCLUDES ANY WORK OTHER THAN PURE PROCUREMENT OF FURNITURE]**

Vendor shall not commence the Work under this Service Work Order until it has provided to the Judicial Council, a Payment (Labor and Material) Bond in an amount equivalent to one hundred percent (100%) of the Total Project Price, and a Payment Bond in an amount equivalent to one hundred percent (100%) of the cost of the installation of all products and equipment, issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the Judicial Council. Cost of bonds shall be included in any proposal and in the Total Project Price.

7. **Insurance:** Vendor shall obtain and maintain the minimum insurance set forth below for the duration of the Agreement. By requiring such minimum insurance, the Judicial Council shall not be deemed or construed to have assessed the risks that may be applicable to Vendor under this Agreement. Vendor shall assess its own risks and if it deems appropriate or prudent, maintain higher limits or broader coverage. Vendor shall maintain insurance issued by an insurance company or companies which are rated "A - VII" or higher by A.M. Best's key rating guide.

7.1. For full coverage, each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, when required, may be acceptable on a "claims made" form. If coverage is approved and purchased on a "claims made" basis, Vendor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Contract. A retroactive date or "prior acts date" of any such "claims made" policy must be no later than the Effective Date.

7.2. Vendor/subcontractor shall maintain insurance coverage of the type, and limits as follows (**Note that the Judicial Council may adjust these limits, in writing, at the Judicial Council's sole discretion based on size and scope of contract**):

7.2.1. Commercial General Liability Insurance (and if required Excess Liability or Umbrella Liability insurance) written on an occurrence form with limits of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate for bodily injury and property damage combined, and \$4,000,000 products and completed operations aggregate. The policy shall include coverage for liabilities arising out of premises, operations, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. The policy shall not include exclusions for property damage resulting from explosion, collapse or underground hazard, or the consequences of inadvertent construction defects. The products and completed operations coverage shall extend for a period of not less than three (3) years past the Acceptance of the Work.

7.2.2. Commercial Automobile Liability Insurance with limits not less than \$1,000,000 for each accident or loss. Such insurance shall cover liability arising out of the operation, use, loading or unloading of a motor vehicle, including owned, hired, and non-owned motor vehicles, assigned to or used in connection with the Work.

- 7.2.3. Builder's Risk Coverage or Installation Insurance that covers the work to be performed under this Contract for direct physical loss or damage while in the course of transportation, erection, installation and completion with limits of liability equal to the final completed value of the Project will be required.
- 7.2.4. Workers' Compensation at statutory requirements of the state of residency. Employers' Liability with limits not less than \$1,000,000 for each accident, \$1,000,000 as the aggregate disease policy limit and \$1,000,000 as the disease limit for each employee.
- 7.3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the JCC. The deductible and/or self-insured retention of the policies shall not limit or apply to Vendor's liability to the JCC and shall be the sole responsibility of Vendor.
- 7.4. Other Insurance Provisions. The Commercial General Liability and Commercial Automobile Liability insurance required by this Agreement must contain, or be endorsed to contain, the following provisions:
- 7.4.1. The State of California, the Judicial Council of California, the Courts, the Counties, and the officers, officials, employees, and agents of those entities, are to be named as additional insured with the same type and amount of coverage as Vendor.
- 7.4.2. To the extent of Vendor's negligence, Vendor's insurance coverage shall be primary insurance. Any insurance and/or self-insurance maintained by the JCC, its officers, officials, employees, or agents shall not contribute with the insurance or benefit Vendor in any way.
- 7.4.3. Vendor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- 7.5. Vendor shall provide the JCC certificates of insurance satisfactory to the JCC evidencing all required insurance is in force before Vendor/subcontractor begins any Work under this Agreement.
- 7.6. Vendor shall waive any right of recovery or subrogation they may have against the State of California, the Judicial Council of California, the Courts, the Counties, and the officers, officials, employees, and agents of those entities.
- 7.7. If at any time the foregoing Vendor's policies become unsatisfactory to the JCC as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the JCC, Vendor shall, upon Notice to that effect from the JCC, promptly obtain a new policy, and shall submit the same to the JCC, with the appropriate certificates and endorsements, for approval.
- 7.8. All of Vendor's policies shall be endorsed to state that such policies shall not be cancelled, non-renewed, terminated, or reduced in coverage without thirty (30) Days written notice to the JCC.

7.9. In the event that the insurance obtained by Vendor does not cover the acts of its Subcontractors, Vendor shall ensure that its Subcontractors obtain insurance appropriate to the Work being performed in amounts and with coverage as established by the usual business practices of the Vendor and with the prior approval of the Risk Management Unit, which approval shall not be unreasonably withheld.

**EXHIBIT A
TO SERVICE WORK ORDER
PROJECT SCOPE OF WORK & PROJECT PLANS & PROJECT SPECIFICATIONS**

PROJECT SCOPE OF WORK

[ATTACH A DETAILED SCOPE OF WORK]

PLANS (IF APPLICABLE)

[ATTACH ALL PLANS]

WORK SPECIFICATIONS (IF APPLICABLE)

[ATTACH ALL QUOTATIONS AND SPECIFICATIONS]

**EXHIBIT B
TO SERVICE WORK ORDER
(PAYMENT METHOD)**

[CHOOSE ONLY ONE OF THE FOLLOWING PAYMENT METHODS AND DELETE THE OTHER]

- 1. **Lump-Sum Total - Contract Price Breakdown (Schedule of Values)**
- 2. **Time and Materials Basis**

1 Lump-Sum Total – Project Price Breakdown (Quotation). The Work shall be provided on a Lump-Sum Total with the following Quotation, which is comprised of quantities and prices of items aggregating the Total Project Price and subdivided into component parts. The Quotation or lump-sum price breakdown shall serve as the basis for progress payments.

[INSERT HERE THE JUDICIAL COUNCIL APPROVED DETAILED QUOTATION FOR THE PROJECT]

2 Time and Materials Basis.

- 2.1 The Total Project Price for this Project is the sum of all the Work, including all applicable taxes, fees, shipping costs, insurance, and bonds and shall not exceed this amount. Vendor will monitor and account for all costs of the Work performed under this Project. Vendor shall notify the Judicial Council at least thirty (30) days in advance if it anticipates that the Work performed under this Project shall reach the Total Project Price.
- 2.2 The Judicial Council will compensate the Vendor for actual hours worked in performance of the Project at the hourly rates for the named individuals or various individuals working the labor/trade classifications as set forth below:

Name/Title or Labor/Trade Classification	Regular Time Rate	Overtime Rate

- 2.3 The hourly rates include all costs including, but not limited to applicable taxes, duties, wages, indirect costs, general and administrative expense, and profit. The hourly rate

will be calculated in tenth-of-an-hour increments for each full six minutes beginning with the designated actual starting time. Overtime rates will not be paid unless overtime work is specifically authorized in advance and in writing by the Judicial Council Project Manager.

- 2.4 The hourly rates are subject to revisions only by written, mutual agreement of Judicial Council and the Vendor. For invoices, compensation shall be computed by multiplying the appropriate hourly rate prescribed in this Service Work Order by the number of direct labor hours performed.
- 2.5 All equipment, materials, supplies, and other items that are not part of the hourly rates above must be identified and documented with sufficient detail for review by the Judicial Council. The following items will be priced as follows:

- 2.6 Vendor must clearly indicate all work that is performed for this Project as a separate line item on the invoice. With respect to transactions for which Vendor may be exempt from any tax or duty, Vendor will indicate its exemption claim within its invoice. Vendor is responsible for accurately tracking and recording the hours and days of the workweek that are worked.
- 2.7 If any of the Work is performed with Subcontractors, the portion of the Work that is attributable to Subcontractors shall be billed as follows:
 - 2.7.1 The amount that Subcontractors directly invoiced Vendor.
 - 2.7.2 There shall be no mark-up for the material or equipment portion of Subcontractors' work.
- 2.8 Each invoice shall be submitted according to the payment provisions set forth in **Exhibit C**.

EXHIBIT C

PAYMENT PROVISIONS

1. Service Work Order and Total Project Price:

- 1.1. The total amount that the Judicial Council may pay to Vendor under any authorized individual Service Work Order shall remain firm and fixed for the Term of the Contract (“**Total Project Price**”) specified therein. The Total Project Price shall not in any event exceed the Total Project Price indicated on the face of the applicable Service Work Order.
- 1.2. The Total Project Price shall be fully burdened and inclusive of all costs, benefits, expenses, fees, overhead, and profits payable to the Vendor for Work rendered to the Judicial Council.

2. Taxes: The Judicial Council is exempt from federal excise taxes and no payment will be made for any taxes levied on Vendor’s or any Subcontractor’s employees’ wages. The Judicial Council will pay for any applicable State of California or local sales or use taxes on the Deliverables provided or Work rendered pursuant to this Contract.

3. Invoicing Requirement: Vendor shall invoice the Judicial Council once monthly, with a separate invoice for each Service Work Order summarizing all payments due under that Service Work Order in the previous calendar month. Invoice form shall be on Judicial Council transmittal. A transmittal template will be provided to Vendor by the Judicial Council.

- 3.1. Vendor shall submit invoices to the email address below with the Subject Line as:
Invoice/Your Organization’s name/Invoice number/Invoice Date

FacilitiesServicesInvoices@jud.ca.gov

- 3.2. For Service Work Orders provided on a deliverables basis, Vendor shall invoice on successful acceptance of a deliverable. Vendor’s invoice(s) shall clearly specify:

- 3.2.1. The Contract number;
- 3.2.2. The Service Work Order Number provided on the Service Work Order;
- 3.2.3. A unique invoice number;
- 3.2.4. Vendor’s name and address;
- 3.2.5. Vendor’s Taxpayer identification number (FEIN);
- 3.2.6. Description of the deliverable as specified in the Service Work Order;
- 3.2.7. The price of the deliverable;
- 3.2.8. Preferred remittance address, if different from the mailing address; and
- 3.2.9. The DVBE dollars expended, if DVBE commitments were made.

4. Progress Payments:

- 4.1 On a monthly basis, Vendor shall submit to the Judicial Council an application for payment based upon the actual value for materials delivered or services performed under the Service Work Order, up to the last day of the previous month (“**Application for Payment**”). The Project Manager will review the Application for Payment and approve the Application for Payment if the Application for Payment is valid and correct.
- 4.1 The Judicial Council will endeavor to pay invoices within forty-five (45) days after Project Manager’s approval of the Application for Payment.
- 4.2 The Judicial Council may deduct from any payment an amount necessary to protect the Judicial Council from loss because of: (1) any sums expended by the Judicial Council in performing any of Vendor’s obligations under the Contract that Vendor has failed to perform or has performed inadequately; (2) defective work not remedied; (3) stop payment notices as required by California law (i.e. Civil Code sections 9350 et. seq.); (4) reasonable doubt that the Project can be completed for the unpaid balance of the Total Project Price or by the scheduled completion date; (5) unsatisfactory prosecution of the work for the Project by Vendor; (6) unauthorized deviations from the Contract; (7) failure of the Vendor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by Judicial Council during the prosecution of the work for the Project; (8) erroneous or false estimates by the Vendor of the value of the work performed; (9) any sums representing expenses, losses, or damages, as determined by the Judicial Council, incurred by the Judicial Council for which Vendor is liable under the Contract; (10) damage by Vendor or its Subcontractors to the Judicial Council, the Court or to any third parties; and (11) any other sums which the Judicial Council is entitled to recover from Vendor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the Judicial Council to deduct any of these sums from a progress payment shall not constitute a waiver of the Judicial Council’s right to such sums.

5 Final Payment:

- 5.1 The following conditions must be fulfilled prior to final payment:
 - 5.1.1 The Judicial Council must have accepted the Project as complete in accordance with the Contract Documents;
 - 5.1.2 A duly completed and executed waiver and release upon final payment compliant with the Civil Code from each Subcontractor and supplier;
 - 5.1.3 Vendor shall have delivered to the Judicial Council all applicable written guarantees and warranties, including those of its Subcontractors, if applicable;
 - 5.1.4 The Vendor shall have delivered to the Judicial Council all applicable manuals; and
 - 5.1.5 The Vendor shall have completed final clean-up of the Site.
- 5.2 After thirty-five (35) days have elapsed following the filing of a Notice of Completion for the

Project, the Judicial Council will commence processing the final payment, and provide the final payment to Vendor as expeditiously as possible. The final payment shall be the amount of retention, less the following: (i) any amounts reasonably disputed by the Judicial Council; (ii) 150 percent of the Judicial Council's estimate of any amount necessary to complete any Punch List Items which are still not complete; (iii) any amounts attributable to stop notices which the Judicial Council is required to withhold under California law (i.e. Civil Code sections 3181 et. seq.). Acceptance of final payment by Vendor shall constitute a waiver of all claims, except claims for retention and claims previously made in writing and identified by Vendor as unsettled at the time of the final application for payment.

- 6 Disallowance:** If the Vendor claims or receives payment from the Judicial Council that is later disallowed by the Judicial Council, the Vendor shall promptly refund the disallowed amount to the Judicial Council upon the Judicial Council's request. At its option, the Judicial Council may offset the amount disallowed from any payment due or that may become due to the Vendor under this Contract or any other contract.
- 7 Payment Does Not Imply Acceptance of Work:** The granting of any payment by the Judicial Council, or the receipt thereof by the Vendor, shall in no way lessen the liability of the Vendor to correct unsatisfactory work in connection with this Contract.
- 8 Release of Claims:** The acceptance by the Vendor of its final payment due under this Contract shall be and shall operate as a release to the State and the Judicial Council of all claims and all liability to the Vendor for everything done or furnished in connection with this Contract (including every act and neglect of the Judicial Council), with the exception of any claims that are expressly identified by the Vendor as outstanding as of the date of Vendor's submission of Vendor's final application for payment. Vendor's failure to identify any such claims shall operate as a release of all claims.

END OF EXHIBIT

EXHIBIT D

**VENDOR SCHEDULE
FOR**

[REDACTED] (“PROJECT”)

Schedule of Events. In addition to the general parameters above for the Project Schedule, attached is a detailed Project Schedule with a duration no longer than the Project Time, and with specific milestones that Vendor shall meet.

[INSERT SCHEDULE]

ATTACHMENT D
JUDICIAL COUNCIL TOOL POLICY



1403.00 Tool Control Policy

AUGUST 4, 2015



JUDICIAL COUNCIL
OF CALIFORNIA

ADMINISTRATIVE DIVISION
REAL ESTATE AND FACILITIES MANAGEMENT

AOC Tool Control Policy

Revision Management

Responsible Office: OCCM/FMU/Operations	File Location: G:\OCCM\OCCM Process Manual
Author: Ken Kachold	Approved by: Gerald Pfab, FMU Senior Manager
Process Owner: Regional Manager	
Review Cycle: Annually	
Pegasus Recommendation(s) or Procedure addressed: N/A	

Revision	Description	Date	Revised by:
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1.1	Addition to "Policy" section	10/26/2009	K. Kachold/F. Stetson
1.2	Update w/OREFM, Annual Review completed	08/16/2013	K. Kachold/S. Mackarness
1.3	Reviewed: no changes	08/04/2015	K. Kachold

Table of Contents

AOC TOOL CONTROL POLICY	1
REVISION MANAGEMENT	1
AOC TOOL CONTROL POLICY	3
1.0 AUTHORITY	3
2.0 SCOPE	3
3.0 PURPOSE	3
4.0 DEFINITIONS	3
5.0 PROCESS STEPS	4
6.0 PROCESS COMPLETION STEPS AND NEXT STEPS	6
7.0 NON-FORMALIZED PROCESSES.....	6
8.0 DECISION MAKING AUTHORITY.....	6
9.0 DISPUTE RESOLUTION	6
11.0 PROCESS PERFORMANCE METRICS	6

AOC Tool Control Policy

1.0 Authority

The procedure supports the followings California law, administrative procedure, rule of court, or AOC policy:

In-Custody Holding Areas: It is the policy of the Facilities Management Unit to control all tools, supplies, materials, parts, and equipment necessary to complete Facilities Services work in In-Custody Holding areas. This control will be achieved through implementation of the procedures and documentation below and will be reinforced through periodic evaluation.

All other areas: This policy applies equally to all other areas in which Court or Court-related or supported functions are conducted. These areas include but are not limited to conference rooms, secured Court staff areas, parking lots, administrative areas, hallways, conveyances, restrooms, and building infrastructure control rooms. Control in these areas shall be achieved to the greatest extent possible through an emphasis on awareness, vigilance, and on-the-spot remediation of deficiencies in property control and accountability.

Acceptance of employment in the Court environment in general implies a thorough understanding of the physical security risks involved when tools, supplies, materials, parts, and equipment are not properly controlled. Facilities Management Unit staff and outsourced service providers at all levels are responsible to support this policy through education and direct action. Failure to apply the fundamentals of this policy through action or inaction can result in property damage, and/or personal injury to anyone in the Court environment and can lead to appropriate action, up to and including the suspension of granted access rights to state courts

2.0 Scope

The Facilities Management Unit is responsible for Facilities Services throughout In-Custody Holding areas. Successful provision of services requires technical personnel to access and operate in these areas and to bring all the tools, supplies, materials, parts, and equipment necessary to complete their work. Due to the unique nature of the environment, there is an extremely high risk that any of these items, if not properly controlled, will result in property damage, and/or personal injury to those who operate and occupy the areas, and to others who may in the course of normal operations, enter these areas.

3.0 Purpose

Eliminate risks of property damage, and/or personal injury to those who operate and occupy In-Custody Holding areas, and to others who may in the course of normal operations, enter these areas.

4.0 Definitions

TERM	DEFINITION
AOC	Administrative Office of the Courts
In-Custody Holding Areas	Areas where people who are "in-custody" by authorities are kept prior to and following their court appearance

5.0 Process Steps

This section contains the description of the process steps in this procedure.

5.1 Procedure:

There are three basic phases in the accomplishment of Facilities Services in In-Custody Holding areas.

- 5.1.1 Pre-entry: The basic activities in this phase include planning, scheduling, and coordination with In-Custody operational personnel, and assembly of tools, supplies, materials, parts, and equipment necessary to complete the work. This includes travel to the job site, arrival, and formal notification to In-Custody operational personnel that all preparations for work are completed. Establishment of positive control of tools, supplies, materials, parts, and equipment is accomplished.
- 5.1.2 In Place: This phase includes activities carried out while inside the controlled In-Custody Holding areas. There shall be no intermediate exit/re-entry.
- 5.1.3 Exit. In this phase, technicians have completed all work and are outside the controlled In-Custody Holding areas. Technicians inform In-Custody operational personnel of the job status, report any unusual circumstances, and complete necessary documentation to validate and record control of tools, supplies, materials, parts, and equipment.

5.2 Minimal Operational Requirements:

Proper control of tools, supplies, materials, parts, and equipment is achieved through inventory and documentation activities at each of the three phases as described above. Personnel must be vigilant to ensure:

- 5.2.1 Careful determination and inventory of what is needed in the Pre-entry phase.
- 5.2.2 Strict limitation on what is brought into the In-Place phase, to the minimum required property as shown on the Pre-Entry inventory.
- 5.2.3 Validating that the same property is removed during the Exit phase.
- 5.2.4 Accuracy and thoroughness in completing required documentation.

5.3 Documentation:

In order to record the actions required in the Minimal Operational Requirements, a simple localized form shall be developed and used at each occurrence of the procedure above.

- 5.3.1 The form shall allow for recording of the date, place, and time of the inventory of property in the Pre-entry Phase and shall have a place to record the signatures of both the technician, (or lead technician), and the In-Custody operational personnel.

- 5.3.2 The form shall allow for recording of the inventory of property in the Exit Phase and shall have a place to record the date, place, and time, and signatures of both the technician, (or lead technician), and the In-Custody operational personnel.
- 5.3.3 If, during the Exit phase, it is discovered that one or more items shown on the Pre-entry inventory are missing, Facilities Services personnel shall immediately report the condition to the In-Custody operational personnel, remain at the job site, and comply with all direction as provided by the In-Custody operational personnel to resolve the deficiency. Regardless of the results of the effort to reconcile “Pre-Entry property inventories” to “Exit property inventories”, Facilities Services personnel shall record the details of the event on the form.
- 5.3.4 Retain completed forms for at least 90 days at each site.

5.4 Compliance:

Compliance with this policy is demonstrated with existence of written site specific guides, and existence and proper use of the required inventory forms.

5.5 Site Specific Requirements:

Because there are a very wide range of physical layouts, sizes, assignment of In-Custody operational personnel, Facilities Services resources, and In-Custody operating schedules and procedures, local Facilities Services management shall establish written site specific guides and procedures, but at a minimum must include a form to record the date, place, and time of inventories and validation signatures as shown in the Documentation section above.

5.6 Site Specific Options:

Decisions on whether or not to establish dedicated tool cribs, shadow boards, containers, property marking, lost/found property guidance or other control measures for tools, supplies, materials, parts, and equipment in support of general Facilities Services operations are local, and as such are outside the provisions of this policy. Such provisions shall not in any way take precedence over, or in any other manner interfere with, the requirements of this policy.

5.7 Exemption:

The procedures and documentation in this policy is not required when Facilities Services personnel are sworn peace officers and also serve in the capacity of In-Custody operational personnel.

5.8 Periodic Evaluation:

AOC personnel shall evaluate compliance with this policy upon random inspection of completed forms and also through random observation of the full cycle of the Pre-entry, In Place, and Exit phases of an occurrence.

6.0 Process Completion Steps and Next Steps

The completion of work and a reconciled inventory of tools used during work.

7.0 Non-Formalized Processes

None at this time

8.0 Decision Making Authority

Follows the FMU organizational hierarchy

9.0 Dispute Resolution

10.0 Follows the FMU organizational hierarchy

11.0 Process Performance Metrics

What is critical to the internal/external customer of this process, and how do you know?

What critical measurements define the quality of this process?

- Tool reconciliation on completion of work
- Accurate record keeping

ATTACHMENT E
JUDICIAL COUNCIL BACKGROUND CHECK POLICY



JUDICIAL COUNCIL OF CALIFORNIA



Internal Background Check Policy

Security Operations' Contractor Clearance Program

Title: Background Checks for Contractors Working on the Judicial Council's
Behalf in Restricted Areas

Contact: Security Operations (SO) unit

Policy Statement: Judicial Council staff must adhere to this policy and related procedures to comply with the Federal Bureau of Investigation (FBI) security policy for personnel who have access to criminal justice information and the California Department of Justice (CA DOJ) regulations for the California Law Enforcement Telecommunications System (CLETS).

Contents:

- Who must comply with this policy?.....2
- What is the policy?.....2
 - Definition of Contractor2
 - Definition of Restricted Area2
 - Definition of Emergency Situation3
- What is the purpose of this policy?3
- What is the application process?4
- What are the evaluation criteria?.....4
- What is the evaluation process?5
 - Applicants Suitable for Unescorted Access to Restricted Areas.....5
 - Applicants Not Suitable for Unescorted Access to Restricted Areas.....6
 - Subsequent Arrests6
 - Requests for Exceptions6
- What is the badging process?7
 - Badge Issuance7
 - Badge Replacement7
 - Badge Return7
- Questions and Complaints.....7
- Additional Resources8
- References8

WHO MUST COMPLY WITH THIS POLICY?

This policy applies to:

- Judicial Council (council) divisions, offices, and/or units that contract for non-council employees to work on the council's behalf;
- Council staff who work with those individuals (for example, the project managers); and
- Council staff who work on any contracts or agreements that provide for non-council employees to perform work on the council's behalf.

WHAT IS THE POLICY?

Council staff must do all of the following:

1. Ensure that each "Contractor" is fingerprinted, evaluated, and badged *before* he or she is allowed unescorted access to a "Restricted Area." A person who has not met these requirements may only enter a Restricted Area during an "Emergency Situation" and:
 - a. must be escorted at ALL times by someone who has met these requirements; or
 - b. must be found suitable for unescorted access to Restricted Areas by the court, in compliance with FBI *Criminal Justice Information Services Security Policy* and CA DOJ regulations for CLETS found in *CLETS Policies, Practices and Procedures*.
2. Adhere to the SO procedure for background check services, which is referenced at the end of this policy under Additional Resources.
3. Ensure that contracts, agreements, and related documents do not contradict or counteract this policy or the related SO procedure.

Definition of Contractor

For the purposes of this policy and related SO services, any person who either contracts with the council or is employed through a third party who contracts with the council *who provides services* under that contract at a court or the California Court Technology Center (CCTC).

This excludes contractors and agencies who do not receive payment for services from the council. It also excludes employees of entities that are able to do fingerprint-based background checks that are submitted to the CA DOJ. Those entities are responsible for performing their own background checks of their employees. SO only provides background checks to employees of private contractors who cannot do fingerprint-based background checks that are submitted to the CA DOJ (as commercially-available searches will not suffice).

Definition of Restricted Area

For the purposes of this policy, any area of either the CCTC or a court facility which:

1. contains a means to connect to FBI and CA DOJ criminal databases via CLETS; *or*
2. contains any records or information (transported, processed, or stored in physical or electronic format) that were obtained via CLETS.

The definition of Restricted Area also applies to electronic access to network and computing components where CLETS data is transported or stored in a physical or electronic format.

Definition of Emergency Situation

For the purposes of this policy, any condition arising from a sudden or unexpected occurrence in which prompt services are needed *to avoid or minimize* the impact on the CCTC, court facility, or the council staff's ability to do the following:

- Ensure the safety and security of people occupying and visiting the facility;
- Conduct business in a timely manner in a safe and functional environment;
- Preserve the facility; and
- Protect files, records, and documents located in the facility.

Visitors to the CCTC or the non-public areas of a court facility are not required to undergo a background and fingerprint check. They must, however, be escorted at ALL times.

WHAT IS THE PURPOSE OF THIS POLICY?

The council retains contractors to do work on its behalf or on behalf of courts, and these contractors are often located in the courts. Many if not all courts subscribe to CLETS service from the CA DOJ and have CLETS terminals, records, and information in their facilities, as does the CCTC.¹

There are strict regulations regarding access to CLETS. Government Code sections 15150–15167 establish the CA DOJ's responsibility for maintenance of the system. The CA DOJ publishes a *CLETS Policies, Practices, and Procedures* document that specifies, among other things, the fingerprint and background check requirements for access to CLETS-provided information. Entities that subscribe to CLETS service from the CA DOJ are responsible for their compliance. Also, FBI security policy addresses personnel who have access to criminal justice information. Screening requirements are outlined in the FBI's *Criminal Justice Information Services Security Policy*.

As a service to the courts and as a precaution, council's staff have implemented a policy of conducting CLETS-level background checks for any of its contractors who would be working in Restricted Areas.² The council's Executive Office delegated to SO oversight of background checks for non-council employees working under contract with the council in Restricted Areas. SO worked with the CA DOJ and several council offices to define Restricted Areas, establish a

¹ Depending on the type and location of their work, contractors may be subject to additional requirements, which will be specified by the Judicial Council's Agency CLETS Coordinator (ACC) who can be reached at Nicole.Rosa@jud.ca.gov.

² The Court retains authority over access to its facility and this policy does not supersede the Court's responsibility, if a CLETS Subscribing Agency, to comply with FBI's *Criminal Justice Information Services Security Policy* and CA DOJ's *CLETS Policies, Practices and Procedures*.

procedure for providing related services, and identify the evaluation criteria that are listed in this policy.

WHAT IS THE APPLICATION PROCESS?

Council staff are responsible for requesting SO's services when needed. As part of the initial set-up process, they will be required to provide SO the following:

- A project code for chargeback of CA DOJ billing costs;
- A designated council contact; and
- A designated Contractor contact, as applicable.

SO and the council's Human Resources (HR) office share a single Originating Agency Identifier (ORI) number. HR receives the CA DOJ invoices and uses the project code that council staff provide to do chargebacks for the cost of the Contractor background checks.

SO will send the SO procedure to the designated council contact and Contractor contact, as applicable. The council contact and Contractor contact are responsible for explaining the restrictions to the "Applicants." They are also responsible for providing SO with the following.

- A background check authorization signed by the Applicant;
- A completed badge form, authorized by the council project manager; and
- A digital photograph of the Applicant that meets the requirements on the badge form.

SO will send the council contact or Contractor contact an "Applicant Packet" with the appropriate instructions and forms. The forms are prefilled with the council routing and billing information. The council contact or the Contractor contact gives the Applicant the paperwork so he or she can be fingerprinted. The Applicant should fingerprint within two weeks. It usually takes two weeks to three months for the CA DOJ to provide the background check results. Delays sometimes occur due to poor fingerprint quality, criminal information hits, or erroneous information submitted on the fingerprint transaction. SO will provide the council contact and Contractor contact with information about how Applicants can check the status of their submissions with the CA DOJ.

WHAT ARE THE EVALUATION CRITERIA?

SO will review the results using the following evaluation criteria, which comply with FBI and CA DOJ regulations. Applicants are not suitable for unescorted access to a Restricted Area if an Applicant's background check reveals any of the following:

1. A felony conviction of any kind or felony charge pending court disposition (that includes arrest warrant for a felony charge); or
2. Any misdemeanor conviction *or* charge pending court disposition involving violence, weapons, theft, robbery, burglary, embezzlement, dishonesty, gang activity, drugs (excluding certain misdemeanor marijuana convictions more than two years from the date

of such conviction, as specified in California Labor Code section 432.8), or moral turpitude.

Crimes of moral turpitude (that are not already described in the criteria above) include:

- Assaultive crimes involving false imprisonment, discharging a firearm, and shooting at an inhabited dwelling.
- Drug crimes involving maintaining a drug house, possessing heroin for sale, possessing marijuana for sale, selling drugs, and transporting a controlled substance.
- Escape crimes involving escape with or without violence and evading a peace officer.
- Property crimes involving arson, forgery, and receiving stolen property.
- Sex crimes involving indecent exposure, lewd acts on a child, pimping and pandering, and rape.
- Weapon crimes involving possessing or conspiring to possess an illegal firearm and possessing a deadly weapon with intent to assault.
- Other crimes involving bribery, extortion, kidnapping, perjury, and terrorist threat.

The following will be reviewed on an individual basis to determine suitability for unescorted access to a Restricted Area:

1. Misdemeanor convictions greater than 10 years old;
2. Felony or misdemeanor arrests without conviction and/or misdemeanor convictions, within the last 10 years that, when taken in total, establish reasonable doubt about the Contractor's suitability for access; or
3. Outstanding arrest warrants indicating possible fugitive status.

WHAT IS THE EVALUATION PROCESS?

Because the council qualifies as an Applicant Agency under California law, it receives the criminal record results electronically from the CA DOJ. SO follows the CA DOJ instructions to keep the information secure. It cannot share the criminal record result information.

Applicants Suitable for Unescorted Access to Restricted Areas

If an Applicant is suitable for unescorted access per the evaluation criteria, SO will notify the council contact(s) and Contractor contact(s), as applicable. SO will delete the criminal record results.

If not already submitted, the council contact or Contractor contact must provide SO with the Applicant's completed badge form and digital photograph. These will be used for badge purposes only. The digital photograph must meet the requirements on the badge request. If not already submitted, SO must also have the council project manager's authorization for a badge, via a signed badge form or e-mail approval.

SO will forward the Contractor's badge to the council contact or Contractor contact for distribution. The Contractor must wear the badge in a visible location at all times while in a Restricted Area, as visual confirmation that he or she is suitable for unescorted access.

Applicants Not Suitable for Unescorted Access to Restricted Areas

If an Applicant is not suitable per the evaluation criteria, SO will notify the council contact(s) and Contractor contact(s), as applicable, that the Applicant is not suitable for unescorted access to a Restricted Area. SO will mail the relevant criminal record results to the Applicant at the address he or she listed on the Live Scan form, then delete the criminal record results.

If the Applicant believes that the criminal record results contained an error, he or she must contact the CA DOJ's California Justice Information Services Division at 916-227-3849 to obtain information on how to correct the record. Information on this process is also available at the Office of the Attorney General's website at http://oag.ca.gov/fingerprints/security_faq.

SO must submit a No Longer Interested (NLI) form to the CA DOJ so that it does not receive subsequent arrest notifications or dispositions on Applicants deemed not suitable. For this reason, if the Applicant's record is corrected and the council project manager wants SO to re-evaluate, the Applicant will have to be re-fingerprinted.

Subsequent Arrests

After SO receives criminal record results, it automatically gets subsequent arrest notifications and dispositions. SO will continue to get this information until it submits a NLI form to the CA DOJ.

If SO is notified of a Contractor's arrest, it may reevaluate the person's suitability for unescorted access to Restricted Areas. SO reserves the right to change its determination of a person's suitability for unescorted access to Restricted Areas based on a subsequent arrest. If this occurs, SO will notify the council contact(s) and Contractor contact(s), as applicable, and request that the Contractor's badge be returned, that unescorted access to a Restricted Area be discontinued, and that the Contractor's last-known address be provided. SO will mail the relevant criminal record results to the Contractor at that address, delete the criminal record results, and send an NLI.

Requests for Exceptions

Exceptions are rarely considered because the evaluation criteria implement mandatory FBI and CA DOJ regulations. If an Applicant receives notice that he or she is not suitable for access to Restricted Areas, the Contractor contact may ask the council project manager to request an exception from SO. The request must be in writing. It must include the Applicant's name and reason for the request. The Applicant will have to be re-fingerprinted. SO will send the Contractor contact a new Applicant Packet.

Before refingerprinting, the Applicant may want to consider options for cleaning up his or her criminal record. One resource is the Online Self-Help Center located on the California Judicial Branch's website at www.courts.ca.gov (specifically, the *Figuring out your options* section under *Cleaning Your Criminal Record*).

Once SO receives the criminal record results electronically from the CA DOJ, the SO supervisor will evaluate the results and notify the council project manager, council contact(s), and Contractor contact(s) of the decision.

WHAT IS THE BADGING PROCESS?

Badge Issuance

SO issues badges to Applicants suitable for unescorted access to restricted areas. These green badges help identify Contractors who have been deemed suitable by SO for unescorted access to Restricted Areas. The badges do not provide any special privileges to Contractors (for example, bypassing entrance security screening). They do not allow access to secured council facilities.

The badges that allow access to the council buildings are part of a separate SO program. Council building access is only granted to people who will work in the building regularly, and it must be applied for in person. The council contact or designee may escort the Contractor to the SO Badge Room to complete the required form and have a photograph taken.

Badge Replacement

SO replaces lost, stolen, and damaged badges. The council contact or Contractor contact must notify SO when a replacement is needed.

Badge Return

When an approved Applicant is no longer employed by the Contractor company or is reassigned so that he or she no longer needs unescorted access to a Restricted Area, the following must happen. The council contact or Contractor contact must promptly inform SO, collect the Contractor's badge, and return it to SO. SO must fax or mail an NLI form to the CA DOJ so that it does not receive subsequent arrest notifications or subsequent arrest dispositions.

QUESTIONS AND COMPLAINTS

SO communicates directly with the council contact or Contractor contact only. Any questions or complaints should be routed to the council contact or Contractor contact (for example, questions or complaints relating to the retention, day-to-day management, or termination of Contractors).

ADDITIONAL RESOURCES

Council staff may contact SO for current versions of the following documents:

- Memo to contacts summarizing SO procedure
- Contractor Background Check Authorization
- Contractor Badge Information/Authorization

REFERENCES

- California Government Code sections 15150–15167
- Federal Bureau of Investigation *Criminal Justice Information Services Security Policy*
- California Department of Justice *CLETS Policies, Practices, and Procedures*
- Office of the Attorney General's website at http://oag.ca.gov/fingerprints/security_faq



JUDICIAL COUNCIL OF CALIFORNIA



Background Check Authorization

Security Operations' Contractor Clearance Program

The designated Judicial Council (council) contact and/or Contractor contact are responsible for reviewing this information and related restrictions, such as evaluation criteria, with “Applicants.” Applicants must read, sign, and date this form. The council contact or Contractor contact will obtain from Security Operations (SO) an Applicant Packet with instructions for fingerprinting.

In connection with my work under a contract with the council, I authorize procurement of a background check that includes:

- A statewide criminal history from the California Department of Justice (DOJ);
- A national criminal history from the Federal Bureau of Investigation (FBI); and
- A national criminal history from the National Law Enforcement Telecommunications System (for non-California residents only).

I authorize the release of this information without restriction to the council for purposes of determining my suitability for unescorted access to Restricted Areas, which are defined as any area of either the California Courts Technology Center, a court or Judicial Council facility which (1) contains a means to connect to FBI and CA DOJ criminal databases via the California Law Enforcement Telecommunications System (CLETS) or (2) contains any records or information (stored in physical or electronic format) that were obtained via CLETS. The definition of Restricted Area also applies to areas where CLETS information can be discussed, electronic access to network and computing components where CLETS data is transported or stored in a physical or electronic format.

I agree that the results of my background check may be reviewed by SO staff. I understand that:

- SO will determine my suitability for unescorted access using a list of evaluation criteria that are based on FBI security policy and CA DOJ regulations for CLETS.
- SO will notify the council contact(s) and the Contractor contact(s) whether I am suitable for unescorted access. SO will not, however, disclose any details from my background check.
- SO will follow FBI and CA DOJ instructions to keep the criminal record result information secure. SO will delete the results after evaluation.

I acknowledge that a scanned or faxed copy of this release shall be as valid as the original.

Signature: _____ Date: _____

Printed name: _____ Employer: _____

County/state of residence: _____ Operating company: _____



JUDICIAL COUNCIL OF CALIFORNIA



Badge Information/Authorization

Security Operations' Contractor Clearance Program

The designated Judicial Council (council) contact and/or Contractor contact are responsible for reviewing this information with "Applicants." Applicants must provide badge information and a digital photograph for a badge. The council contact or Contractor contact will submit these items to Security Operations (SO). The items will only be used for badging purposes.

If the Applicant is found suitable for unescorted access to Restricted Areas, SO will send a Contractor badge to the council contact or Contractor contact for distribution. Contractors must wear these badges in a visible location at all times while in a Restricted Area, and must return the badges if requested or when they stop working in the Restricted Area.

For Applicant—print badge information below.

First Name: _____

Last Name: _____

Employer: _____

Height: _____ Hair color: _____

Eye color: _____ Year of birth: _____

Provide a digital photo (image file, not pdf) that:

- Reflects your current appearance (within the last six months)
- Was taken in front of a plain white or off-white background
- Shows your head and shoulders clearly (no hats/sunglasses)
- Shows you facing the camera directly (not a profile shot)
- Is not too small, blurry, or grainy to be used on a badge

Thank you.

For council project manager—authorize and date: _____

For SO Use Only – Background Check Group	
<input type="checkbox"/> IT	<input type="checkbox"/> REF—BANCRO
<input type="checkbox"/> FIN	<input type="checkbox"/> REF—BUR
<input type="checkbox"/> REF—IDIQ	<input type="checkbox"/> REF—SACTO
<input type="checkbox"/> Other (specify):	

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: [PROJECT NUMBER] between Judicial Council of California (“Judicial Council”) and _____ (the “Vendor”) (the “Contract” or the “Project”).

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- 1 By being insured against liability to pay compensation by one or more insurers duly authorized to write workers’ compensation insurance in this state.

- 2 By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of the Contract.

Date: _____

Proper Name of Vendor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under the Contract.)

END OF DOCUMENT

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT/CONTRACT NO.: [PROJECT NUMBER] between Judicial Council of California (the “Judicial Council”) and _____ (the “Vendor”) (the “Contract” or the “Project”).

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours’ notice, payroll records, and apprentice and trainee employment requirements, for all Work on the Project including, without limitation, the requirement that it and all of its Subcontractors are registered pursuant to Labor Code section 1771, et seq.

Date: _____

Proper Name of Vendor: _____
/ Subcontractor

Signature: _____

Print Name: _____

Title: _____

THIS FORM MUST BE COMPLETED BY THE VENDOR AND ALL SUBCONTRACTORS

END OF DOCUMENT

DVBE PARTICIPATION FORM

[JUDICIAL COUNCIL TO ENSURE THIS IS CURRENT DVBE FORM]

Firm Name: _____

RFP Project Title: _____

RFP Number: _____

The Judicial Council has an annual Disabled Veterans Business Enterprise (DVBE) participation goal of not less than three percent (3%), however, each specific project may have a DVBE participation goal of less than or greater than 3%, or no DVBE participation goal at all. This Project has a DVBE participation goal of 3% (“DVBE Project Goal”). The Vendor must document its DVBE compliance with the DVBE Project Goal by completing this DVBE Participation Form when requested by the Judicial Council.

The DVBE Project Goal and the Judicial Council’s compliance requirements are subject to revision when the California Department of General Services adopts and implements new regulations regarding DVBEs.

Complete Parts A & B

“Vendor’s Tier” is referred to several times below; use the following definitions for tier:

- 0 = Prime or Joint Vendor;
- 1 = Prime subcontractor/supplier;
- 2 = Subcontractor/supplier of level 1 subcontractor/supplier

PART A – COMPLIANCE WITH DVBE GOALS

FIRM

Company Name: _____

Nature of Work: _____ Tier: _____

Claimed Value: DVBE \$ _____

Percentage of Total Project Price: DVBE _____%

SUBCONTRACTORS/SUB-SUBCONTRACTORS/PROPOSERS/SUPPLIERS

1. Company Name: _____
 Nature of Work: _____ Tier: _____
 Claimed Value: DVBE \$ _____

Percentage of Total Project Price: DVBE _____%

2. Company Name: _____
 Nature of Work: _____ Tier: _____
 Claimed Value: DVBE \$ _____

Percentage of Total Project Price: DVBE _____%

3. Company Name: _____
 Nature of Work: _____ Tier: _____
 Claimed Value: DVBE \$ _____

Percentage of Total Project Price: DVBE _____%

GRAND TOTAL: DVBE _____%

I hereby certify that the “Project Price,” as defined herein, is the amount of \$ _____. I understand that the “Project Price” is the total dollar figure against which the DVBE participation requirements will be evaluated.

<i>Firm Name of Proposer</i>	
<i>Signature of Person Signing for Proposer</i>	
<i>Name (printed) of Person Signing for Proposer</i>	
<i>Title of Above-Named Person</i>	

<i>Date</i>	
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PART B – CERTIFICATION

I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made herein and, to the best of my knowledge and belief, each firm set forth in this Contract as a Disabled Veterans Business Enterprise complies with the relevant definition set forth in California Code of Regulations. Title 2, section 1896.61, Military and Veterans Code, section 999.

IT IS MANDATORY THAT THE FOLLOWING BE COMPLETED ENTIRELY; FAILURE TO DO SO WILL RESULT IN IMMEDIATE REJECTION.

<i>Firm Name of Vendor:</i>	
<i>Signature of Person Signing for Vendor</i>	
<i>Name (printed) of Person Signing for Vendor</i>	
<i>Title of Above-Named Person</i>	
<i>Date</i>	

End of DVBE Participation Form

Payment Bond [ONLY IF REQUIRED]

[JUDICIAL COUNCIL TO ATTACH CURRENT PAYMENT BOND FORM]

After Award

Vendor and/or Subcontractor's Insurance Documents

**[JUDICIAL COUNCIL TO REVIEW AND ENSURE VENDOR AND/OR
SUBCONTRACTOR'S INSURANCE DOCUMENTS COMPLY WITH CONTRACTUAL
REQUIREMENTS AND ATTACH THEM HERE]**

After Award