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| **JUDICIAL COUNCIL OF CALIFORNIA**  **STANDARD AGREEMENT** rev Feb 2025 | | **AGREEMENT NUMBER** |
| **[@AGMT#]** |
| **FEDERAL EMPLOYER ID** |
| **[@FEIN]** |
| 1. | In this agreement (“Agreement”), the term “Service Provider” refers to **[@SERVICE PROVIDER],** and the term “Judicial Council” or “Council” refers to the **Judicial Council of California**. | |
| 2. | This agreement is effective as of **December 1, 2025,** (“Effective Date”) and expires on the later of either  **November 30, 2028,** or upon final payment (“Expiration Date”). | |
| 3. | The maximum amount the Council may pay Service Provider under this Agreement is **$[@AMOUNT]** (the “Contract Amount”). | |
| 4. | The purpose or title of this Agreement is: **Afterhours Call Answering Services for the Judicial Council** **Customer Support Center**.  *The purpose or title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of this Agreement.* | |
| 5. | The parties agree that this Agreement, made up of this coversheet, the appendixes listed below, and any attachments, contains the parties’ entire understanding related to the subject matter of this Agreement, and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties. | |
| Appendix A – Services  Appendix B – Payment Provisions  Appendix C – General Provisions  Appendix D – Defined Terms  Appendix E – General Certifications Form  Appendix F – Darfur Contracting Act Certification  Appendix G – Unruh Civil Rights Act and California Fair Employment and Housing Act Certification | |

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| **JUDICIAL COUNCIL’S SIGNATURE** | **SERVICE PROVIDER’S SIGNATURE** |
| **Judicial Council of California** | SERVICE PROVIDER’S NAME *(if Service Provider is not an individual person, state whether Service Provider is a corporation, partnership, etc.)* |
| **[@SERVICE PROVIDER]**, a [@STATE] [@TYPE] |
| BY *(Authorized Signature)* | BY *(Authorized Signature)* |
| ✍ | ✍ |
| PRINTED NAME AND TITLE OF PERSON SIGNING | PRINTED NAME AND TITLE OF PERSON SIGNING |
| [Name], Supervisor, Facilities Contracts |  |
| DATE EXECUTED | DATE EXECUTED |
|  |  |
| ADDRESS | ADDRESS |
| Branch Accounting and Procurement  455 Golden Gate Avenue, 6th Floor  San Francisco, CA 94102 | **[@ADDRESS]** |

APPENDIX A

SERVICES

1. Services
   1. **Description of Services.** Services performed under this Standard Agreement include professional afterhours call answering services for the Judicial Council’s Customer Support Center (“CSC”) as well as incidental services that members of those professions and those in their employ may logically or justifiably perform, such as receiving phone calls, researching how to respond to callers, and forwarding information to Judicial Council personnel or Facilitates Services’ contractors. (“Services”).
      1. Hours of Operation.
         1. Services shall be provided afterhours—outside of CSC’s regular hours of operation (i.e., 8:00 AM to 5:00 PM Pacific Time Monday through Friday)—and 24 hours per day on weekends and Judicial Council holidays. Current Judicial Council holidays include:

### New Years Day

### Martin Luther King Jr. Day

### Lincoln’s Birthday

### Washington’s Birthday

### César Chávez Day

### Memorial Day

### Juneteenth

### Independence Day

### Labor Day

### Native American Day

### Veteran’s Day

### Thanksgiving Day

### Day after Thanksgiving

### Christmas Day

* + - 1. Services shall also be provided during CSC’s regular hours of operation, for call overflow and planned call coverage, on an as needed basis.
    1. Service Provider Agents. Service Provider shall provide enough agents to service CSC’s call volume of approximately four (4) calls per hour. No less than one (1) agent shall be available to service CSC’s needs twenty-four (24) hours per day.
       1. Service Provider’s agents shall use two (2) different scripts, provided by CSC, which will guide agents on the questions to ask callers and how to respond to callers based on the time of day and the type of call received.
       2. Service Provider’s agents shall use a calling tree list, provided by CSC, which will provide agents with a directory to whom callers’ requests will be dispatched (i.e., Judicial Council personnel or contractors).
       3. Service Provider’s agents shall receive, process, and respond to CSC’s script and calling tree changes.
       4. Service Provider’s agents shall provide CSC with call recordings, upon request, within twenty-four (24) hours of a request.
    2. Service Provider Supervisor. Service Provider shall designate a supervisor to act as a single point of contact, service CSC’s account, and interface with the Judicial Council’s Project Manager regarding any questions or service issues that occur.
  1. **Description of Deliverables**. Service Provider shall deliver to the Council the following work products (“Deliverables”):
     1. **Monthly Call Data Reports**. Service Provider must provide a monthly report to the CSC which summarizes call volumes, answer times, total minutes of call duration, total hold time, abandonment rate, and accuracy audits.
     2. **Daily Call Data Emails**. At the end of each 5:00 PM to 8:00 AM coverage timeframe, Service Provider must send an email to the CSC which summarizes the details of all calls received (i.e., caller’s name and contact information, which facility the call was regarding, the issue at the facility, and to whom the agent dispatched the information).
  2. **Acceptance Criteria.**  The Services and Deliverables must meet the following acceptance criteria or the Council may reject the applicable Services or Deliverables. Service Provider will not be paid for any rejected Services or Deliverables.
     1. **Call Answer Time**. Ninety-five percent (95%) of calls must be answered within twenty to thirty (20–30) seconds.
     2. **Abandonment Rate**. Less than five percent (5%) of calls may be abandoned without resolution.
     3. **Call Handling and Message Accuracy**. Ninety-five percent (95%) accuracy in capturing and relaying caller information (i.e., caller’s name and phone number, the purpose of the call, the facility which the call is regarding, etc.)
     4. **First Call Resolution**. Ninety-five percent (95%) of calls must be resolved without escalation.
     5. **Average Handle Time**. An average handle time of three to five (3–5) minutes per call with a maximum resolution time of ten (10) minutes.
     6. **Hold Time**. An average hold time of under one (1) minute.
     7. **Availability (Uptime of Service)**. Ninety-nine percent (99%) uptime of phone lines and call system.
     8. **Professionalism and Courtesy Quality Standards**. Must maintain a ninety-nine percent (99%) quality assurance score (based on call monitoring by the CSC). This includes tone, courtesy, and script adherence.
     9. **Escalation and Notification**. Urgent calls and messages must be escalated to the Judicial Council within three (3) minutes of receipt.
     10. **Customer Satisfaction**. Must maintain a ninety-five percent (95%) satisfaction rating if surveys are conducted.
     11. **System Incident Notification Times**. The initial notification to the CSC for critical system issues (i.e., system down or major outage) must be received within twenty (20) minutes of occurrence. The initial notification to the CSC for high priority issues (i.e., significant impairment) must be received within forty-five (45) minutes of occurrence. The initial notification to the CSC for low priority issues (i.e., minor issues and requests) must be received within sixty (60) minutes of occurrence.
     12. **System Incident Resolution Times**. The resolution or workaround of critical system issues shall be provided within one (1) hour. High priority system issues should have resolution or workaround within two (2) hours and low priority system issues shall have resolution or workaround within one (1) business day.
  3. **Project Managers.** The Council’s project manager is: **[Insert name]**. The Council may change its project manager at any time upon notice to Service Provider without need for an amendment to this Agreement. Service Provider’s project manager is: **[Insert name]**. Subject to written approval by the Council, Service Provider may change its project manager without need for an amendment to this Agreement.
  4. **Service Warranties.** Service Provider warrants that: (i) the Services will be rendered with promptness and diligence and will be executed in a workmanlike manner, in accordance with the practices and professional standards used in well-managed operations performing services similar to the Services; and (ii) Service Provider will perform the Services in the most cost-effective manner consistent with the required level of quality and performance. Service Provider warrants that each Deliverable will conform to and perform in accordance with the requirements of this Agreement and all applicable specifications and documentation. For each such Deliverable, the foregoing warranty shall commence for such Deliverable upon the Council’s acceptance of such Deliverable and shall continue for a period of one (1) year following acceptance. In the event any Deliverable does not to conform to the foregoing warranty, Service Provider shall promptly correct all nonconformities to the satisfaction of the Council.
  5. **Resources.** Service Provider is responsible for providing any and all facilities, materials and resources (including personnel, equipment and software) necessary and appropriate for performance of the Services and to meet Service Provider's obligations under this Agreement.
  6. **Commencement of Performance.** This Agreement is of no force and effect until signed by both parties and all Council-required approvals are secured. Any commencement of performance prior to Agreement approval shall be at Service Provider's own risk.
  7. **Stop Work Orders.** 
     1. The Council may, at any time, by Notice to Service Provider, require Service Provider to stop all or any part of the Services for a period up to ninety (90) days after the Notice is delivered to Service Provider, and for any further period to which the parties may agree (“Stop Work Order”). The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Stop Work Order, Service Provider shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Services covered by the Stop Work Order during the period of stoppage. Within ninety (90) days after a Stop Work Order is delivered to Service Provider, or within any extension of that period to which the parties shall have agreed, the Council shall either (i) cancel the Stop Work Order; or (ii) terminate the Services covered by the Stop Work Order as provided for in this Agreement.
     2. If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, Service Provider shall resume the performance of Services. The Council shall make an equitable adjustment in the delivery schedule, the Contract Amount, or both, and the Agreement shall be modified, in writing, accordingly, if:
        1. The Stop Work Order results in an increase in the time required for, or in Service Provider’s cost properly allocable to the performance of any part of this Agreement; and
        2. Service Provider requests an equitable adjustment within thirty (30) days after the end of the period of stoppage; however, if the Council decides the facts justify the action, the Council may receive and act upon a proposal submitted at any time before final payment under this Agreement.
     3. The Council shall not be liable to Service Provider for loss of profits because of a Stop Work Order issued under this provision.

1. Acceptance or Rejection

All Goods, Services, and Deliverables are subject to acceptance by the Council. The Council may reject any Goods, Services or Deliverables that (i) fail to meet applicable acceptance criteria, (ii) are not as warranted, or (iii) are performed or delivered late (without prior consent by the Council). If the Council rejects any Good, Service, or Deliverable (other than for late performance or delivery), Service Provider shall modify such rejected Good, Service, or Deliverable at no expense to the Council to correct the relevant deficiencies and shall redeliver such Good, Service, or Deliverable to the Council within ten (10) business days after the Council’s rejection, unless otherwise agreed in writing by the Council. Thereafter, the parties shall repeat the process set forth in this section until the Council accepts such corrected Good, Service, or Deliverable. The Council may terminate that portion of this Agreement which relates to a rejected Good, Service, or Deliverable at no expense to the Council if the Council rejects that Good, Service, or Deliverable (i) for late performance or delivery, or (ii) on at least two (2) occasions for other deficiencies.

**END OF APPENDIX**

APPENDIX B

PAYMENT PROVISIONS

1. General. Subject to the terms of this Agreement, Service Provider shall invoice the Council, and the Council shall compensate Service Provider, as set forth in this Appendix B. The amounts specified in this Appendix shall be the total and complete compensation to be paid to Service Provider for its performance under this Agreement. Service Provider shall bear, and the Council shall have no obligation to pay or reimburse Service Provider for, any and all other fees, costs, profits, taxes or expenses of any nature which Service Provider incurs.
2. Compensation for Services
   1. Amount. Service Provider will invoice the following amounts for Services or Deliverables that the Council has accepted on a monthly basis:

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| --- | --- |
| **SERVICES** | **FIRM FIXED PRICE** |
| * 1. Recurring Monthly Charge for Call Answering Services for 120 Minutes per Month (or Less) | $XX per Month |
| * 1. Charge per Minute for Additional Call Answering Services, (121 Minutes or More per Month) | $XX per Minute |
| * 1. Charge per Day for Call Answering Services on Judicial Council Holidays | $XX per Day |

* 1. Withholding. When making a payment tied to the acceptance of Deliverables, the Council shall have the right to withhold ten percent (10%) of each such payment until the Council accepts the final Deliverable.
  2. No Advance Payment. The Council will not make any advance payment for Services.
  3. Expenses. Except as set forth in this section, no expenses relating to the Services and Deliverables shall be reimbursed by the Council.
     1. Allowable Expenses. Service Provider may submit for reimbursement, without mark-up, only the following categories of expense:
        1. None

1. Invoicing and Payment
   1. Invoicing. Service Provider shall submit invoices to the Council in arrears no more frequently than monthly. Service Provider’s invoices must include information and supporting documentation acceptable to the Council. Service Provider shall adhere to reasonable billing guidelines issued by the Council from time to time.
   2. Payment. The Council will pay each correct, itemized invoice received from Service Provider after acceptance of the applicable Goods, Services, or Deliverables, in accordance with the terms of this Agreement. Notwithstanding any provision in this Agreement to the contrary, payments to Service Provider are contingent upon the timely and satisfactory performance of Service Provider’s obligations under this Agreement.
   3. No Implied Acceptance. Payment does not imply acceptance of Service Provider’s invoice, Services, or Deliverables. Service Provider shall immediately refund any payment made in error. The Council shall have the right at any time to set off any amount owing from Service Provider to the Council against any amount payable by the Council to Service Provider under this Agreement.
2. Taxes. Unless otherwise required by law, the Council is exempt from federal excise taxes and no payment will be made for any personal property taxes levied on Service Provider or on any taxes levied on employee wages. The Council shall only pay for any state or local sales, service, use, or similar taxes imposed on the Services rendered or equipment, parts or software supplied to the Council pursuant to this Agreement.

**END OF APPENDIX**

APPENDIX C

GENERAL PROVISIONS

1. Provisions Applicable to Services
   1. Qualifications. Service Provider shall assign to this project only persons who have sufficient training, education, and experience to successfully perform Service Provider’s duties. If the Council is dissatisfied with any of Service Provider’s personnel, for any or no reason, Service Provider shall replace them with qualified personnel.
   2. Turnover. Service Provider shall endeavor to minimize turnover of personnel Service Provider has assigned to perform Services.
   3. Background Checks. Service Provider shall cooperate with the Council if the Council wishes to perform any background checks on Service Provider’s personnel by obtaining, at no additional cost, all releases, waivers, and permissions the Council may require. Service Provider shall not assign personnel who refuse to undergo a background check. Service Provider shall provide prompt notice to the Council of (i) any person who refuses to undergo a background check, and (ii) the results of any background check requested by the Council and performed by Service Provider. Service Provider shall ensure that the following persons are not assigned to perform services for the Council: (a) any person refusing to undergo such background checks, and (b) any person whose background check results are unacceptable to Service Provider or that, after disclosure to the Council, the Council advises are unacceptable to the Council.
2. Service Provider Certification Clauses. Service Provider certifies that the following representations and warranties are true. Service Provider shall cause its representations and warranties to remain true during the Term. Service Provider shall promptly notify the Council if any representation and warranty becomes untrue. Service Provider represents and warrants as follows:
   1. Authority. Service Provider has authority to enter into and perform its obligations under this Agreement, and Service Provider’s signatory has authority to bind Service Provider to this Agreement.
   2. Suspension or Debarment. Service Provider certifies that neither Service Provider nor any of Service Provider’s intended subcontractors is on the California Department of General Services’ list of firms and persons that have been suspended or debarred from contracting with the state because of a violation of PCC 10115.10, regarding disabled veteran business enterprises.
   3. Tax Delinquency. Service Provider certifies that it is not on either (i) the California Franchise Tax Board’s list of 500 largest state income tax delinquencies, or (ii) the California Board of Equalization’s list of 500 largest delinquent sales and use tax accounts.
   4. Not an Expatriate Corporation. Service Provider is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1 and is eligible to contract with the Council.
   5. No Gratuities. Service Provider has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Judicial Branch Personnel with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.
   6. No Conflict of Interest. Service Provider has no interest that would constitute a conflict of interest under PCC 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.
   7. No Interference with Other Contracts. To the best of Service Provider’s knowledge, this Agreement does not create a material conflict of interest or default under any of Service Provider’s other contracts.
   8. No Litigation. No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect Service Provider’s ability to perform the Services.
   9. Compliance with Laws Generally. Service Provider is in compliance with all laws, rules, and regulations applicable to Service Provider’s business and services, including, but not limited to, all necessary licenses, business licenses, approvals, permits and authorizations required by applicable law for the performance of this Agreement.
   10. Drug Free Workplace. Service Provider provides a drug free workplace as required by California Government Code sections 8355 through 8357.
   11. No Harassment. Service Provider does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Service Provider may interact in the performance of this Agreement, and Service Provider takes all reasonable steps to prevent harassment from occurring.
   12. Noninfringement. The Goods, Services, Deliverables, and Service Provider’s performance under this Agreement do not infringe, or constitute an infringement, misappropriation or violation of, any third party’s intellectual property right.
   13. Nondiscrimination. Service Provider complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California’s Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Service Provider does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Service Provider will notify in writing each labor organization with which Service Provider has a collective bargaining or other agreement of Service Provider’s obligations of nondiscrimination.
   14. National Labor Relations Board Orders. No more than one, final unappealable finding of contempt of court by a federal court has been issued against Service Provider within the immediately preceding two-year period because of Service Provider's failure to comply with an order of a federal court requiring Service Provider to comply with an order of the National Labor Relations Board. Service Provider swears under penalty of perjury that this representation is true.
3. Insurance Requirements
   1. General Requirements.
      1. By requiring the minimum insurance set forth in this Agreement, the Judicial Council shall not be deemed or construed to have assessed the risks that may be applicable to Service Provider under this Agreement. Service Provider shall assess its own risks and if it deems appropriate or prudent, maintain higher limits or broader coverage.
      2. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to Service Provider; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement, whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to the Judicial Council in compliance with the Insurance Requirements set forth in this Agreement. The Judicial Council may, in its sole discretion, accept self-insurance or risk-pool coverage as a substitute for any of the required insurance policies under this Agreement. No representation is made by the Judicial Council that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Service Provider under this Agreement.
      3. Service Provider shall obtain and maintain the required insurance for the duration of this Agreement with an insurance company or companies acceptable to the Judicial Council, in its sole discretion, and that are rated “A-VII” or higher by A. M. Best’s key rating guide and are authorized to do business in the state of California.
      4. For all insurance policies required under this Agreement, no deductible shall exceed five (5) percent of the minimum limit of insurance required under this Agreement unless authorized in writing by the Judicial Council. Any Service Provider deductible must be clearly stated on the appropriate Certificate of Insurance.
      5. Self-Insured Retentions (SIR) must be declared to and approved in writing by the Judicial Council. The Judicial Council may require Service Provider to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Judicial Council. Any and all deductibles and SIR shall be the sole responsibility of Service Provider or Subcontractor who procured such insurance and shall not apply to the Indemnified Parties (defined above). Judicial Council may deduct from any amounts otherwise due Service Provider to fund the SIR. Policies shall **not** contain any SIR provisions that limit the satisfaction of the SIR to the named insured. The policy must also provide that defense costs, including the allocated loss adjustment expenses, will satisfy the SIR. The Judicial Council reserves the right to obtain a copy of any policies and endorsements for verification.
      6. Service Provider is responsible for and may not recover from the State of California, Judicial Council, or a Court any deductible or self-insured retention that is connected to the insurance required under this Agreement. If self-insured, Service Provider warrants that it will maintain funds to cover losses required to be insured against by Service Provider under the terms of this Agreement.
      7. Prior to commencement of any Work, Service Provider shall provide Judicial Council with Certificates of Insurance and signed insurance policy endorsements, on forms acceptable to Judicial Council, as evidence that the required insurance is in full force and effect. The insurance required under this Agreement, and any excess liability or umbrella liability insurance, that Service Provider maintains in compliance with the terms of this “General Requirements” subsection (with the exception of Professional Liability Insurance, if required) must be endorsed to include the State, the Judicial Council, any applicable Court, and their respective elected and appointed officials, judicial officers, officers, employees, and agents as additional insureds. No payments will be made to Service Provider until all required current and complete Certificates of Insurance and signed insurance policy endorsements are properly endorsed and on file with the Judicial Council.
      8. The insurance required under this Agreement, including all required additional insured coverages, must be endorsed to be primary and non-contributory to any insurance or self-insurance maintained by the State of California, Judicial Council, or Court. Service Provider’s liabilities under this Agreement shall not be limited in any manner to the insurance coverage required.
      9. Failure to provide the documentation as required prior to the commencement of Work shall not constitute or be construed as a waiver by the Judicial Council of Service Provider’s obligations to provide such documentation.
      10. The Certificates of Insurance must be addressed and mailed to:

Judicial Council of California

Contracts, Branch Accounting and Procurement

Attn: Certificate of Insurance, Contract Number [@insert contract number]

455 Golden Gate Avenue, 6th Floor

San Francisco, CA 94102

The Certificates of Insurance may also be emailed to:

[Contracts@jud.ca.gov](mailto:Contracts@jud.ca.gov)

* + 1. All insurance policies required under this Agreement must remain in force for the entire duration of this Agreement. If the insurance expires during the Initial Term, or any Subsequent Term(s), of this Agreement, Service Provider shall immediately renew or replace the required insurance and provide a new current Certificate of Insurance and signed insurance policy endorsement(s), or Service Provider will be in breach of this Agreement, and the Judicial Council may direct Service Provider to stop work or may take other remedial action. Service Provider must provide renewal insurance certificates and signed policy endorsements to the Judicial Council on or before the expiration date of the previous insurance certificates and signed policy endorsements. Any new insurance procured by Service Provider must conform to the requirements of this Agreement.
    2. In the event Service Provider fails to keep the specified insurance coverage in force at all times required under this Agreement, the Judicial Council may, in addition to and without limiting any other remedies available to it, (i) order Service Provider to stop work, or (ii) terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.
    3. Service Provider, and each insurer providing insurance required under this Agreement, expressly waives all rights of recovery and subrogation rights it may have against the State, Judicial Council, Court, and their respective elected and appointed officials, judicial officers, officers, employees, and agents for direct physical loss or damage to the Work, and for any liability arising out of or in connection with the Work performed by Service Provider under this Agreement or arising out of or in connection with Service Provider’s breach of this Agreement. This provision does not apply to professional liability insurance policies.
    4. Service Provider shall provide the Judicial Council with written notice within **ten (10)** **Days** of becoming aware of a material change or cancellation of the insurance policies required under this Agreement. In the event of expiration or cancellation of any insurance policy, Service Provider shall **immediately** notify the Judicial Council’s Project Manager.
    5. Judicial Council reserves the right to request certified copies of any of the insurance policies required under this Agreement, which must be provided by Service Provider within **ten (10)** **Business Days** following the Judicial Council’s request.
    6. Service Provider must require insurance from its Subcontractors in substantially the same form as required of Service Provider herein and with limits of liability that are sufficient to protect the interests of Service Provider, State, and Judicial Council.
  1. Individual Policy Requirements.
     1. Commercial General Liability.

Commercial General Liability Insurance shall be written on an occurrence form with limits of not less than $1,000,000 per occurrence for bodily injury and property damage and $1,000,000 annual aggregate. The policy shall include coverage for liabilities arising out of or in connection with premises, operations, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom a claim is made or suit is brought. The products and completed liability shall extend for not less than three (3) years past the completion of the Work or the termination of this Agreement, whichever occurs first.

* + 1. Commercial Automobile Liability.

Commercial Automobile Liability Insurance shall have limits of not less than $1,000,000 per accident. This insurance must cover liability arising out of or in connection with the operation, use, loading, or unloading of a motor vehicle assigned to or used in connection with the Work including, without limitation, owned, hired, and non-owned motor vehicles.

* + 1. Workers’ Compensation & Employers’ Liability Insurance.

If Service Provider has employees, it shall maintain workers’ compensation insurance as required by law. Employer’s liability limits shall be 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. If Service Provider does not have employees, it shall provide a letter, on company letterhead, to the Judicial Council certifying, under penalty of perjury, that it does not have employees. Upon the Judicial Council’s receipt of the letter, Service Provider shall not be required to maintain workers’ compensation insurance.

* + 1. Professional Liability Insurance.

Professional Liability Insurance shall include coverage for any negligent act, error, or omission committed or alleged to have been committed which arises out of rendering or failure to render the Work provided under the terms of this Agreement. The policy shall provide limits of not less than $1,000,000 per claim or per occurrence and $1,000,000 annual aggregate. If the policy is written on a “claims made” form, Service Provider shall continue such 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 Agreement. The retroactive date or “prior acts inclusion date” of any such “claims made” policy must be no later than the date that Work commences pursuant to the Agreement.

* + 1. Cyber Liability Insurance.

Cyber Liability Insurance, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Service Provider in this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

* + 1. Umbrella Policies.

Service Provider may satisfy basic coverage limits through any combination of primary, excess, or umbrella insurance***.***

1. Indemnity. Service Provider will defend (with counsel satisfactory to the Council or its designee), indemnify and hold harmless the Judicial Branch Entities and the Judicial Branch Personnel against all claims, losses, and expenses, including attorneys’ fees and costs, that arise out of or in connection with (i) a latent or patent defect in any Goods, (ii) an act or omission of Service Provider, its agents, employees, independent Service Providers, or subcontractors in the performance of this Agreement, (iii) a breach of a representation, warranty, or other provision of this Agreement, and (iv) infringement of any trade secret, patent, copyright or other third party intellectual property. This indemnity applies regardless of the theory of liability on which a claim is made or a loss occurs. This indemnity will survive the expiration or termination of this Agreement, and acceptance of any Goods, Services, or Deliverables. Service Provider shall not make any admission of liability or other statement on behalf of an indemnified party or enter into any settlement or other agreement which would bind an indemnified party, without the Council’s prior written consent, which consent shall not be unreasonably withheld; and the Council shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. Service Provider’s duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.
2. Tax Delinquency. Service Provider must provide notice to the Council immediately if Service Provider has reason to believe it may be placed on either (i) the California Franchise Tax Board’s list of 500 largest state income tax delinquencies, or (ii) the California Board of Equalization’s list of 500 largest delinquent sales and use tax accounts. The Council may terminate this Agreement immediately “for cause” pursuant to Section 6.2 below if (i) Service Provider fails to provide the notice required above, or (ii) Service Provider is included on either list mentioned above.
3. Termination
   1. Termination for Convenience. The Council may terminate, in whole or in part, this Agreement for convenience upon thirty (30) days prior Notice. After receipt of such Notice, and except as otherwise directed by the Council, Service Provider shall immediately: (a) stop Services as specified in the Notice; and (b) stop the delivery or manufacture of Goods as specified in the Notice.
   2. Termination for Cause. The Council may terminate this Agreement, in whole or in part, immediately “for cause” if (i) Service Provider fails or is unable to meet or perform any of its duties under this Agreement, and this failure is not cured within ten (10) days following Notice of default (or in the opinion of the Council, is not capable of being cured within this cure period); (ii) Service Provider or Service Provider’s creditors file a petition as to Service Provider’s bankruptcy or insolvency, or Service Provider is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business; or (iii) Service Provider makes or has made under this Agreement any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading.
   3. Termination upon Death. This entire Agreement will terminate immediately without further action of the parties upon the death of a natural person who is a party to this Agreement, or a general partner of a partnership that is a party to this Agreement.
   4. Termination for Changes in Budget or Law. The Council’s payment obligations under this Agreement are subject to annual appropriation and the availability of funds. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement. Funding beyond the current appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement. The Council may terminate this Agreement or limit Service Provider’s Services (and reduce proportionately Service Provider’s fees) upon Notice to Service Provider without prejudice to any right or remedy of the Council if: (i) expected or actual funding to compensate Service Provider is withdrawn, reduced or limited; or (ii) the Council determines that Service Provider’s performance under this Agreement has become infeasible due to changes in applicable laws.
   5. Rights and Remedies of the Council
      1. *Nonexclusive Remedies*. All remedies provided in this Agreement may be exercised individually or in combination with any other available remedy. Service Provider shall notify the Council immediately if Service Provider is in default, or if a third party claim or dispute is brought or threatened that alleges facts that would constitute a default under this Agreement. If Service Provider is in default, the Council may do any of the following: (i) withhold all or any portion of a payment otherwise due to Service Provider, and exercise any other rights of setoff as may be provided in this Agreement or any other agreement between a Judicial Branch Entity and Service Provider; (ii) require Service Provider to enter into nonbinding mediation; (iii) exercise, following Notice, the Council’s right of early termination of this Agreement as provided herein; and (iv) seek any other remedy available at law or in equity.
      2. *Replacement*. If the Council terminates this Agreement in whole or in part for cause, the Council may acquire from third parties, under the terms and in the manner the Council considers appropriate, goods or services equivalent to those terminated, and Service Provider shall be liable to the Council for any excess costs for those goods or services. Notwithstanding any other provision of this Agreement, in no event shall the excess cost to the Council for such goods and services be excluded under this Agreement as indirect, incidental, special, exemplary, punitive or consequential damages of the Council. Service Provider shall continue any Services not terminated hereunder.
      3. *Delivery of Materials*. In the event of any expiration or termination of this Agreement, Service Provider shall promptly provide the Council with all originals and copies of the Deliverables, including any partially-completed Deliverables-related work product or materials, and any Council-provided materials in its possession, custody, or control. In the event of any termination of this Agreement, the Council shall not be liable to Service Provider for compensation or damages incurred as a result of such termination; provided that if the Council’s termination is not for cause, the Council shall pay any fees due under this Agreement for Services performed or Deliverables completed and accepted as of the date of the Council’s termination Notice.
   6. Survival. Termination or expiration of this Agreement shall not affect the rights and obligations of the parties which arose prior to any such termination or expiration (unless otherwise provided herein) and such rights and obligations shall survive any such termination or expiration. Rights and obligations which by their nature should survive shall remain in effect after termination or expiration of this Agreement, including any section of this Agreement that states it shall survive such termination or expiration.
4. Assignment and Subcontracting. Service Provider may not assign or subcontract its rights or duties under this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the Council. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect. Subject to the foregoing, this Agreement will be binding on the parties and their permitted successors and assigns.
5. Notices. Notices must be sent to the following address and recipient:

|  |  |
| --- | --- |
| **If to Service Provider:** | **If to the Council:** |
| [name, title, address] | Judicial Council of California  Branch Accounting and Procurement  Attn: Manager, Contracts  455 Golden Gate Avenue, 6th Floor  San Francisco, CA 94102 |
| With a copy to: | With a copy to: |
|  |  |

Either party may change its address for Notices by giving the other party Notice of the new address in accordance with this section. Notices will be considered to have been given at the time of actual delivery in person, three (3) days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

1. Provisions Applicable to Certain Agreements. The provisions in this section are applicable only to the types of orders specified in the first sentence of each subsection. If this Agreement is not of the type described in the first sentence of a subsection, then that subsection does not apply to the Agreement.
   1. **DVBE Commitment**. *This section is applicable if Service Provider received a disabled veteran business enterprise (“DVBE”) incentive in connection with this Agreement.* Service Provider’s failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Service Provider used DVBE subcontractor(s) in connection with this Agreement: (i) Service Provider must use the DVBE subcontractors identified in its bid or proposal, unless the JBE approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Agreement; and (ii) Service Provider must complete and return to the JBE a post-contract certification form promptly upon completion of the awarded contract, and by no later than the date of submission of Service Provider’s final invoice to the JBE. (The post-contract certification form is located at: https://www.courts.ca.gov/documents/JBCM-Post-Contract-Certification-Form.docx) If the Service Provider fails to do so, the JBE will withhold $10,000 from the final payment, or withhold the full payment if it is less than $10,000, until the Service Provider submits a complete and accurate post-contract certification form. The JBE shall allow the Service Provider to cure the deficiency after written notice of the Service Provider’s failure to complete and submit an accurate post-contract certification form. Notwithstanding the foregoing and any other law, if after at least 15 calendar days, but no more than 30 calendar days, from the date of the written notice the Service Provider refuses to comply with these certification requirements, the JBE shall permanently deduct $10,000 from the final payment, or the full payment if less than $10,000. The post-contract certification form shall include: (1) the total amount of money Service Provider received under the Agreement, (2) the total amount of money and the percentage of work that Service Provider committed to provide to each DVBE subcontractor; (3) the name and address of each DVBE subcontractor to which Service Provider subcontracted work in connection with the Agreement; (4) the amount of money each DVBE subcontractor actually received from Service Provider in connection with the Agreement, and the corresponding percentage this payment comprises of the total amount of money Service Provider received under the Agreement; and (5) that all payments under the Agreement have been made to the applicable DVBE subcontractor. Upon request by the JBE, Service Provider shall provide proof of payment for the work. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. Service Provider will comply with all rules, regulations, ordinances and statutes that govern the DVBE program, including, without limitation, Military and Veterans Code section 999.5.
   2. Antitrust Claims. Service Provider shall assign to the Council all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Service Provider for sale to the Council. Such assignment shall be made and become effective at the time the Council tenders final payment to Service Provider. If the Council receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, Service Provider shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Council any portion of the recovery, including treble damages, attributable to overcharges that were paid by Service Provider but were not paid by the Council as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by Service Provider, the Council shall, within one (1) year from such demand, reassign the cause of action assigned under this part if Service Provider has been or may have been injured by the violation of law for which the cause of action arose and (a) the Council has not been injured thereby, or (b) the Council declines to file a court action for the cause of action.
   3. Good Standing. *If Service Provider is a corporation, limited liability company, or limited partnership, and this Agreement is performed in whole or in part in California, this section is applicable*. Service Provider is, and will remain for the Term, qualified to do business and in good standing in California.
2. MISCELLANEOUS PROVISIONS
   1. Independent Service Provider. Service Provider is an independent Service Provider to the Council. No employer-employee, partnership, joint venture, or agency relationship exists between Service Provider and the Council. Service Provider has no authority to bind or incur any obligation on behalf of the Council. If any governmental entity concludes that Service Provider is not an independent Service Provider, the Council may terminate this Agreement immediately upon Notice.
   2. GAAP Compliance. Service Provider maintains an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles.
   3. Audit. Service Provider must allow the Council or its designees to review and audit Service Provider’s (and any subcontractors’) documents and records relating to this Agreement, and Service Provider (and its subcontractors) shall retain such documents and records for a period of four (4) years following final payment under this Agreement. If an audit determines that Service Provider (or any subcontractor) is not in compliance with this Agreement, Service Provider shall correct errors and deficiencies by the twentieth (20th) day of the month following the review or audit. If an audit determines that Service Provider has overcharged the Council five percent (5%) or more during the time period subject to audit, Service Provider must reimburse the Council in an amount equal to the cost of such audit. This Agreement is subject to examinations and audit by the State Auditor for a period three (3) years after final payment.
   4. Licenses and Permits. Service Provider shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by applicable law, including business licenses, for the performance of this Agreement. The Service Provider is solely responsible for all fees and taxes associated with obtaining any and all business and professional licenses and permits, including any fines and penalties arising from its noncompliance, and for complying with any applicable Federal or State laws, codes and regulations, and municipal ordinances, as necessary, for the performance of this Agreement.
   5. Confidential Information. During the Term and at all times thereafter, Service Provider will: (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by this Agreement, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining the Council’s express prior written consent on a case-by-case basis. Service Provider will disclose Confidential Information only to its employees or Service Providers who need to know that information in order to perform Services hereunder and who have executed a confidentiality agreement with Service Provider at least as protective as the provisions of this section. The provisions of this section shall survive the expiration or termination of this Agreement. Service Provider will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Service Provider protects its own confidential or proprietary information of a similar nature, and with no less than the greater of reasonable care and industry-standard care. The Council owns all right, title and interest in the Confidential Information. Service Provider will notify the Council promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the Council to protect such Confidential Information. Upon the Council’s request and upon any termination or expiration of this Agreement, Service Provider will promptly (a) return to the Council or, if so directed by the Council, destroy all Confidential Information (in every form and medium), and (b) certify to the Council in writing that Service Provider has fully complied with the foregoing obligations. Service Provider acknowledges that there can be no adequate remedy at law for any breach of Service Provider’s obligations under this section, that any such breach will likely result in irreparable harm, and that upon any breach or threatened breach of the confidentiality obligations, the Council shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.
   6. Ownership of Deliverables. Unless otherwise agreed in this Agreement, Service Provider hereby assigns to the Council ownership of all Deliverables, any partially-completed Deliverables, and related work product or materials. Service Provider agrees not to assert any rights at common law, or in equity, or establish a copyright claim in any of these materials. Service Provider shall not publish or reproduce any Deliverable in whole or part, in any manner or form, or authorize others to do so, without the written consent of the Council.
   7. Publicity. Service Provider shall not make any public announcement or press release about this Agreement without the prior written approval of the Council.
   8. Choice of Law and Jurisdiction. California law, without regard to its choice-of-law provisions, governs this Agreement. The parties shall attempt in good faith to resolve informally and promptly any dispute that arises under this Agreement. Jurisdiction for any legal action arising from this Agreement shall exclusively reside in state or federal courts located in California, and the parties hereby consent to the jurisdiction of such courts.
   9. Negotiated Agreement. This Agreement has been arrived at through negotiation between the parties. Neither party is the party that prepared this Agreement for purposes of construing this Agreement under California Civil Code section 1654.
   10. Amendment and Waiver. Except as otherwise specified in this Agreement, no amendment or change to this Agreement will be effective unless expressly agreed in writing by a duly authorized officer of the Council. A waiver of enforcement of any of this Agreement’s terms or conditions by the Council is effective only if expressly agreed in writing by a duly authorized officer of the Council. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
   11. Force Majeure. Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by a force majeure. Force majeure, for purposes of this paragraph, is defined as follows: acts of war and acts of god, such as earthquakes, floods, and other natural disasters, such that performance is impossible.
   12. Follow-On Contracting. No person, firm, or subsidiary who has been awarded a Consulting Services agreement may submit a bid for, nor be awarded an agreement for, the providing of services, procuring goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of this Agreement.
   13. Severability. If any part of this Agreement is held unenforceable, all other parts remain enforceable.
   14. Headings; Interpretation. All headings are for reference purposes only and do not affect the interpretation of this Agreement. The word “including” means “including, without limitation.” Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days.
   15. Time of the Essence. Time is of the essence in Service Provider’s performance under this Agreement.
   16. Counterparts. This Agreement may be executed in counterparts, each of which is considered an original.

**END OF APPENDIX**

**APPENDIX D**

**DEFINED TERMS**

As used in this Agreement, the following terms have the indicated meanings:

**“Agreement”** is defined on the Coversheet.

**“Confidential Information”** means: (i) any information related to the business or operations of the Council, including information relating to the Council’s personnel and users; and (ii) all financial, statistical, personal, technical and other data and information of the Council (and proprietary information of third parties provided to Service Provider) which is designated confidential or proprietary, or that Service Provider otherwise knows, or would reasonably be expected to know, is confidential. Confidential Information does not include information that Service Provider demonstrates to the Council’s satisfaction that: (a) Service Provider lawfully knew prior to the Council’s first disclosure to Service Provider, (b) a third party rightfully disclosed to Service Provider free of any confidentiality duties or obligations, or (c) is, or through no fault of Service Provider has become, generally available to the public.

**“Consulting Services”** refers to the services performed under “Consulting Services Agreements,” which are defined in PCC 10335.5, substantially, as contracts that: (i) are of an advisory nature; (ii) provide a recommended course of action or personal expertise; (iii) have an end product that is basically a transmittal of information, either written or oral, that is related to the governmental functions of state agency administration and management and program management or innovation; and (iv) are obtained by awarding a contract, a grant, or any other payment of funds for services of the above type.

**“Contract Amount”** is defined on the Coversheet.

**“Council”** is defined on the Coversheet.

**“Coversheet”** refers to the first page of this Agreement.

**“Deliverables”** is defined in Appendix A.

**“Effective Date”** is defined on the Coversheet.

**“Expiration Date”** is the later of (i) the day so designated defined on the Coversheet, and (ii) the last day of any Option Term.

**“Firm Fixed Price”** is the not-to-exceed price to be charged for a Service as specified in this Agreement.

**“Initial Term”** is the period commencing on the Effective Date and ending on the Expiration Date designated on the Coversheet.

**“Judicial Council”** is defined on the Coversheet.

**“Judicial Branch Personnel”** means members, justices, judges, judicial officers, subordinate judicial officers, employees, and agents of a Judicial Branch Entity.

**“Notice”** means a written communication from one party to another that is (a) delivered in person, (b) sent by registered or certified mail, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address and recipient set forth in Appendix C.

**“Option Term”** means a period, if any, through which this Agreement may be or has been extended by the Council.

**“PCC”** refers to the California Public Contract Code.

**“Service Provider”** is defined on the Coversheet.

**“Services”** is defined in Appendix A.

**“Stop Work Order”** is defined in Appendix B.

**“Term”** comprises the Initial Term and any Option Terms.

**END OF APPENDIX**

**APPENDIX E**

**GENERAL CERTIFICATIONS FORM**

Check the box below, if agreed, and sign this attachment. Please note that the Council will reject a proposal from a Service Provider that does not indicate acceptance of these clauses.

**Conflict of Interest.** Service Provider has no interest that would constitute a conflict of interest under California Public Contract Code (PCC) sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with judicial branch entities.

**Suspension or Debarment.** Service Provider certifies that neither Service Provider nor any of Service Provider’s intended subcontractors is on the California Department of General Services’ list of firms and persons that have been suspended or debarred from contracting with the state because of a violation of PCC 10115.10, regarding disabled veteran business enterprises.

**Tax Delinquency.** Service Provider certifies that it is not on either (i) the California Franchise Tax Board’s list of 500 largest state income tax delinquencies, or (ii) the California Department of Tax and Fee Administration’s list of 500 largest delinquent sales and use tax accounts.

**Conflict Minerals.** Service Provider certifies that either (i) it is not a scrutinized company as defined in PCC 10490(b), or (ii) the goods or services the Service Provider would provide to the Council are not related to products or services that are the reason the Service Provider must comply with Section 13(p) of the Securities Exchange Act of 1934. (Note: PCC 10490(b) defines a “scrutinized company” as “a person that has been found to be in violation of Section 13(p) of the Securities Exchange Act of 1934 by final judgment or settlement entered in a civil or administrative action brought by the Securities and Exchange Commission and the person has not remedied or cured the violation in a manner accepted by the commission on or before final judgment or settlement.”)

**Workers’ Compensation.** Labor Code section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways: (i) by being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; or (ii) 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 his employees. Service Provider certifies it is 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 will comply with such provisions before commencing the performance of any work.

**Check this box to indicate acceptance of the clauses above.**

|  |
| --- |
| BY *(Authorized Signature)* |
|  |
| PRINTED NAME OF PERSON SIGNING |
|  |
| TITLE of person signing |
|  |

**END OF ATTACHMENT**

**APPENDIX F**

**DARFUR CONTRACTING ACT CERTIFICATION**

Pursuant to Public Contract Code (PCC) section 10478, if a bidder currently or within the previous three years has had business activities or other operations outside of the United States, it must either (i) certify that it is not a “scrutinized company” as defined in PCC 10476, or (ii) receive written permission from the Council to submit a bid.

To submit a bid to the Council, you must complete **ONLY ONE** of the following three paragraphs. To complete paragraph 1 or 2, simply check the corresponding box. To complete paragraph 3, check the corresponding box **and** complete the certification for paragraph 3.

1. We do not currently have, and we have not had within the previous three years, business activities or other operations outside of the United States.

***OR***

2. We are a “scrutinized company” as defined in PCC 10476, but we have received written permission from the COUNCIL to submit a bid pursuant to PCC 10477(b). *A copy of the written permission from the COUNCIL is included with our bid.*

***OR***

3. We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we **certify below** that we are not a “scrutinized company” as defined in PCC 10476.

**CERTIFICATION FOR PARAGRAPH 3:**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder to the clause in paragraph 3. This certification is made under the laws of the State of California.

|  |  |  |
| --- | --- | --- |
| COMPANY NAME *(Printed)* | | FEDERAL ID NUMBER |
|  | |  |
| BY *(Authorized Signature)* | | |
|  | | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | date executed |
|  | |  |
| *Executed in the County of* | *in the State of* | |
|  |  | |

**END OF ATTACHMENT**

**APPENDIX G**

**UNRUH CIVIL RIGHTS ACT AND CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT CERTIFICATION**

Pursuant to Public Contract Code (PCC) section 2010, the following certifications must be provided when (i) submitting a bid or proposal to the Council of California for a solicitation of goods or services of $100,000 or more, or (ii) entering into or renewing a contract with the Council of California for the purchase of goods or services of $100,000 or more.

**CERTIFICATIONS:**

1. We are in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code);

2. We are in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of the Title 2 of the Government Code); **and**

3. We do not have any policy against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, that is used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

The certifications made in this document are made under penalty of perjury under the laws of the State of California. I, the official named below, certify that I am duly authorized to legally bind the Service Provider/bidder/vendor to the certifications made in this document.

|  |  |  |
| --- | --- | --- |
| COMPANY NAME *(Printed)* | | FEDERAL ID NUMBER |
|  | |  |
| BY *(Authorized Signature)* | | |
|  | | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | date executed |
|  | |  |
| *Executed in the County of* | *in the State of* | |
|  |  | |

**END OF ATTACHMENT**