

AGREEMENT NUMBER [Agreement number]

- In this agreement (“Agreement”), the term “Contractor” refers to **[Contractor name]**, and the terms “COURT” and “Court” refer to the **Court of Appeal, 4th Appellate District, Division 2**.
- This Agreement is effective as of **July 1, 2025** (“Effective Date”) and expires on **June 30, 2026** (“Expiration Date”). This Agreement includes four options to extend through **June 30, 2030**.
- The maximum amount the COURT may pay Contractor under this Agreement is **[\$Dollar amount]** (the “Contract Amount”). The maximum amount the COURT may pay Contractor is (i) **[\$Dollar amount]** during the Initial Term for the period covering **July 1, 2025 through June 30, 2026**, and (ii) **[\$Dollar amount]** during the first Option Term for the period covering **July 1, 2026 through June 30, 2027**, and (iii) **[\$Dollar amount]** during the second Option Term for the period covering **July 1, 2027 through June 30, 2028**, and (iv) **[\$Dollar amount]** during the third Option Term for the period covering **July 1, 2028 through June 30, 2029**, and (v) **[\$Dollar amount]** during the fourth Option Term for the period covering **July 1, 2029 through June 30, 2030**.
- The purpose or title of this Agreement is: **Housekeeping/Janitorial Services**.

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.
- 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 – Goods and Services
- Appendix B – Payment Provisions
- Appendix C – General Provisions
- Appendix D – Defined Terms
- Appendix E – Unruh Civil Rights Act and FEHA Certification

COURT’S SIGNATURE	CONTRACTOR’S SIGNATURE
Court of Appeal, 4th Appellate District, Division 2 3389 12th Street Riverside, CA 92501	CONTRACTOR’S NAME <i>(if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc., and the state or territory where Contractor is organized)</i> [Contractor name]
BY <i>(Authorized Signature)</i> 	BY <i>(Authorized Signature)</i> 
PRINTED NAME AND TITLE OF PERSON SIGNING AnnDee Smith, Assistant Clerk/Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING [Name and title]
DATE EXECUTED [Date]	DATE EXECUTED [Date]
ADDRESS 3389 12th Street Riverside, CA 92501	ADDRESS [Address]

APPENDIX A

Services

1. Purpose and Terms of the Agreement.

- Services to the Court building shall consist of housekeeping and janitorial maintenance.
- The services are expected to be performed by [Contractor Name] between July 1, 2025 through June 30, 2026.
 - Initial term with four (4) possible consecutive one-year option terms, to extend the agreement under the same terms and conditions in effect for the Initial Term, not to exceed a total contract period of five (5) years. The consecutive one-year option shall be exercised at the discretion of the Court.
 - These Option Terms and defined as follows:
 - First Option Term July 1, 2026 through June 30, 2027
 - Second Option Term July 1, 2027 through June 30, 2028
 - Third Option Term July 1, 2028 through June 30, 2029
 - Fourth Option Term July 1, 2029 through June 30, 2030

2. Services.

2.1 Description of Services. Contractor shall perform the following services (“Services”):

2.2 Court Requirements: Contractor is responsible for damaged or lost materials of tenant caused by Contractor. Any accidental damage to any tenant property must be reported to Court management in the Housekeeping Log. The Contractor must leave a note to the tenant if any property is accidentally damaged. Contractor is expected to reimburse tenant for the cost of any damaged property.

Contractor is not responsible for removing materials from desks, shelves, counters, files, or any other areas for cleaning purposes. Contractor must not remove anything from premises except items in wastebaskets or items clearly marked trash. Contractor is responsible for any items not marked trash removed from premises, including items left next to wastebaskets or normal trash disposal areas.

2.3 Doors: Court security personnel will ensure that all doors are closed and locked when leaving.

2.4 Reporting: Contractor will provide a representative to walk the building with Court management on a **monthly** basis. Problems and corrections will be reported to Court management in writing.

2.5 Supplies: Contractor will provide all expendable supplies: Housekeeping and cleaning supplies and equipment (i.e. trash liners, toilet paper, towels, seat covers, etc.), and feminine supplies. All chemicals must be green and in compliance with EPA standards as far as possible. No bleach is to be used. Preference is for light or non-scented chemicals. The equipment is to be clean and in good working conditions. Vacuums will have HEPA filters and to be replaced monthly. The equipment is to be maintained and cleaned as needed.

Paper products such as paper towels, toilet paper, hand towels, kitchen roll towels, feminine products or supplies must be of quality, non-recycled, 2 ply in all areas. Paper products are subject to approval before acceptance of contract and or changing of products during contract term.

Contractor will ensure that a chemical center is installed in a location determined by Court management to dispense all cleaning chemicals and solutions. Material Safety Data Sheets (MSDS) will be provided to Court management for approval before bringing any cleaning materials on site. Contractor will maintain current MSDS records on site in an area designated by Court management.

3. Work Specifications: The Contractor will provide four (4) housekeepers and the services three days a week, Monday, Wednesday and Friday with the exception of holidays. The standing shift hours will be from 4:15

p.m. – 6:45 p.m. Monday and Wednesday and 4:00 p.m. – 6:30 p.m. on Friday. If any cleaning or work is needed on Saturday, that may be scheduled between 7:00 a.m. and 3:00 p.m., only. All housekeeping personnel must be out of the building by 6:45 p.m. Monday and Wednesday and 6:30 p.m. on Friday. One housekeeper will be assigned to the upstairs; one to the downstairs; one to clean / mop floors and restrooms; and one for dusting.

No vacuuming is allowed until 5:30 p.m. Monday, Wednesday or Friday.

- Cords from any equipment are not to hit the corners or walls.
- Downstairs and upstairs restrooms must not be closed for cleaning at the same time.

Holidays honored are New Year's 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, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. Service staff will be compensated for all closed Court holidays as if they were normal workdays.

4. **General:**

On days scheduled Service:

- A.** WASTEBASKETS emptied and replaced with new liners if liner is soiled, ripped or torn. Wastebaskets washed out as needed. Exterior of wastebasket cleaned.
- B.** DUSTING all furniture, chair legs, both sides of entry window frames, partition/workstation tops, accessories, ledges and all horizontal surfaces, including desktops, credenzas, file cabinets, windowsills and bookcases using a dust cloth, only. The dust cloth is to be clean with no chemicals used. Spot clean any cup rings, fingerprints, splash marks and spills. Feather dusters are not to be used. Papers, file folders and anything else belonging to tenants must not be disturbed. Books are to be returned to the shelf in the proper order with the spine located at the edge of the shelf.
- C.** FLOORS/CARPETS must be policed for scraps of paper, paper clips, etc. Swept and mopped, removing all debris. Carpeted areas vacuumed with special attention to the stairways/stairwells. Pile lifter used to remove all embedded dirt and grit and restore pile to a uniformity upright condition. Carpets clean and free from dust balls, dirt, and other debris. Carpet to be spot cleaned as needed. Special care must be taken when vacuuming and carpet cleaning so that walls, baseboards and furniture of any kind are not scratched or damaged. Dirt cleaned from corners and behind doors. Tile/linoleum floors to be swept and/or dust mopped and wet mopped.
- D.** LUNCHROOM sinks cleaned with non-abrasive cleaner/polish. Microwaves wiped inside and out. Exterior of refrigerators to be wiped down. Tabletops cleaned with disinfectant green chemical(s). Granite countertops to be cleaned with disinfectant green chemicals designed for specific surface type. Chairs to be wiped off. Base of tables to be cleaned. Cabinets to be wiped down and free of marks. Floor swept/mopped.
- E.** GENERAL cleaning: smudges and fingerprints on doors and light switches and walls around light switches spot cleaned with non-abrasive mild detergent cleaner. Smudges and fingerprints on entry window, clerk's reception area glass, and lobby glass partitions cleaned with window cleaner. All doorplates kick plates, brass and metal fixtures, and other bright work wiped with a nonabrasive cleaner.

Quarterly Service – To be scheduled at start of contract:

- F.** LOBBY/ROTUNDA FLOORS – Buff lobby and rotunda marble floors.
- G.** CARPETS – Corners, baseboards of all carpeted floors vacuumed with detail tool.
- H.** KITCHEN TILE FLOORS – Grout and tile cleaned, floor buffed with machine and sealed. Walls, baseboards and other surfaces free of “splash” or buffing marks. Corners scoured. Any dirt, wax, etc. buildup removed. Baseboards and coving wiped free of “splash” marks, buffing marks and stains.
- I.** LUNCHROOM – Refrigerators moved away from the wall and floor and wall behind cleaned.

- J. DUSTING – High surfaces and objects 96 inches or more from the floor dusted or vacuumed. Includes, but not limited to ledges, ceiling molding, file cases, bookcases, ledges, tops of drapes/blinds. Performed on an as-needed basis, not less frequently than every 90 days.
- K. UPHOLSTERED workstation partitions vacuumed with detail tool.
- L. WOOD surfaces including, but not limited to, furniture, fixtures, and wood doors cleaned using a clean dust cloth containing no cleaning agents.
- M. PAINTED metal doors and jambs washed down with clean water using a mild cleaning agent, rinsed with clean water if necessary, and dried with no streaks, marks or smudges.

Yearly Service – To be scheduled at start of contract:

- N. FLOORS – all carpeted floors steam cleaned using the deep clean extraction method. Schedule to be coordinated with Court management.
- O. LOBBY/ROTUNDA FLOORS – Clean grout and floors, buff and polish lobby and rotunda marble floors at same time.
- P. LUNCHROOM cupboards emptied and wiped out.
- Q. KITCHEN TILE FLOORS – Deep clean grout and tile, floor buffed with machine and sealed. Walls, baseboards and other surfaces free of open “splash” or buffing marks. Corners scoured. Any dirt, wax, etc. buildup removed. Baseboards and coving wiped free of “splash” marks, buffing marks and stains.
- R. RESTROOM TILE FLOORS – Clean grout, floors stripped and re-waxed and polished with buffing machine. Walls, baseboards and other surfaces free of “splash” or buffing marks. Corners scoured. Any dirt, wax, etc. buildup removed. Baseboards and coving wiped free of “splash” marks, buffing marks and stains.

5. Restrooms:

On days scheduled Service:

- A. DUSTING – behind doors, top ledges of all partitions, ledges, mirror tops, walls and all other horizontal surfaces.
- B. FLOORS swept clean and wet-mopped using a germicidal detergent approved by Court management. Areas around urinals scrubbed. Floors mopped dry and all watermarks dried from walls and partition bases to include hall floors and public entrance.
- C. TOILET PARTITIANS damp wiped with approved germicidal solution. All surfaces wiped dry, all wipe marks removed. All surfaces maintained with uniformly bright appearance.
- D. FIXTURES – Mirrors cleaned and polished with glass cleaner. Shelves and sinks washed and polished with non-abrasive, non-acidic cleaner. Bright work (including exposed piping below wash basins and toilets), towel dispenser receptacles and any other metal accessories cleaned and polished. All basins, bowls and urinals scoured, washed and disinfected with approved germicidal detergent solution including tile walls near and under urinals. Areas of difficult access, such as the underside of the toilet bowl rings and urinals, inspected and cleaned of mineral deposits. Both sides of all toilet seats washed with approved germicidal solution and wiped dry. Toilet seats left in upright position.
- E. RECEPTACLES – all receptacles (waste, sanitary napkins, etc.) emptied. New liner/disposal bags placed in receptacles.
- F. DISPENSERS – Toilet paper, toilet seat covers, hand towels, soap, sanitary napkins filled. Toilet paper rolls replaced if less than ¼ roll left.
- G. ANY VANDALISM, missing equipment, graffiti, etc., to be reported to building security.

Weekly Service:

- H. WATER poured down restroom floor drains/shower drains to prevent sewer gas leaks.
- I. TILE WALLS damp wiped with approved germicidal solution.
- J. ALL SURFACES wiped dry, all wipe marks removed, and leaving all surfaces with uniformly bright appearance and no water spots.

Three Times Per Year – To be scheduled at start of contract:

- K. TILE FLOOR – Grout cleaned, floors waxed and polished with buffing machine every 90 days after the yearly service. Walls, baseboards and other surfaces free of “splash” or buffing marks. Corners scoured. Any dirt, wax, etc. buildup removed. Baseboards and coving wiped free of “splash” marks, buffing marks and stains.

6. Lobby and Entrances:

On days scheduled Service:

- A. FLOOR/CARPET areas vacuumed or dust mopped. Move entry floor mats, sweep and deep vacuumed, mop mats and floor to be cleaned beneath the mats according to Manufacturers/Contractors specifications and recommendations supplied by Court management.
- B. DUSTING of all window sills and baseboards.
- C. GENERAL – all office entrance doors, doors to restrooms, elevator doors, and elevator cabs spot cleaned. Interior and exterior doors’ glass wiped clean using an approved glass cleaner and all glass left in a bright condition, free of streaks and dust.
- D. All metalwork including, but not limited to, door hardware and frames, metal lettering, wiped clean and polished and left in a bright condition, free of all dust and streaks.

Yearly Service – To be scheduled at start of contract:

- E. WOOD surfaces including, but not limited to, furniture and fixtures cleaned with a clean dust cloth only.
- F. PAINTED metal doors and jambs washed down with clean water using a mild cleaning agent, rinsed and clean water if necessary, and dried with no streaks, marks or smudges.
- G. LOBBY/ROTUNDA FLOORS – Clean grout and floors, buff and polish lobby and rotunda marble floors at same time. Schedule to be coordinated with Court management.

7. Elevator:

On days scheduled Service:

- A. INSIDE DOOR – inside painted elevator door cleaned with mild, non-abrasive detergent cleaner. Left in bright, clean condition free of all dust, marks, stains and streaks.
- B. OUTSIDE DOOR – outside painted elevator door cleaned with mild, non-abrasive detergent cleaner. Left in bright, clean condition free of all dust, marks, stains and streaks.
- C. DOOR TRACKS – all dirt and debris removed from door tracks using vacuum crevice tool. Smudges and spills removed and tracks left in bright, clean condition.
- D. HANDRAILS wiped down and polished with non-abrasive metal cleaner/polish, and left in a bright, clean condition free of all dust, marks, stains and streaks.
- E. WALLS spot cleaned with non-abrasive mild detergent cleaner to remove smudges and fingerprints.
- F. CARPET vacuumed.

8. Stairways:

On days scheduled Service:

- A. All Stairways and landings vacuumed.

- B. All horizontal surfaces dusted including hand rails.
9. **Common Areas:** All Common Areas including, but not limited to, elevator, lobbies, corridors, and all heavy traffic areas.

On days scheduled Service:

- A. DUSTING – all horizontal surfaces, including but not limited to, tops of baseboards and coving, and signage.
- B. FLOORS – Carpets vacuumed completely using a pile lifter to remove all embedded dirt and grit and restore pile to a uniformly upright condition. Carpet clean and free from dust balls, dirt and other debris. Corners and behind doors dirt free. Carpets spot cleaned as required.
- C. GENERAL – Drinking fountains cleaned and polished with non-abrasive, non-acidic cleaner. Sides included. Smudges and fingerprints on entry glass cleaned with window cleaner. Smudges and fingerprints on elevator lobby signage glass cleaned with window cleaner. Doorplates, brass and metal fixtures, and other bright work wiped with non-abrasive cleaner.
- D. Housekeeper’s closets left tidy. Supplies organized. No food, paper/cans, personal items, etc. left in closets. Floors swept, sinks and drains left clean. Mop strings, debris, and paper not left in drains.

Weekly Service:

- E. FLOORS – corners, baseboards of all carpeted floors vacuumed with detail tool.
- F. GENERAL – Water poured down drains in housekeeper’s closets to prevent sewer gas. Housekeeper’s closet sinks scoured with non-abrasive cleaner.

Yearly Service – To be scheduled at start of contract:

- G. FLOORS – All carpeted floors steam-cleaned using the deep clean extraction method. Schedule to be coordinated with Court management.

- 9.2 **Acceptance Criteria.** The Services and Deliverables must meet the following acceptance criteria or the COURT may reject the applicable Services or Deliverables. The COURT may use the attached Acceptance and Signoff Form to notify Contractor of the acceptance or rejection of the Services and Deliverables. Contractor will not be paid for any rejected Services or Deliverables.
- 9.3 **Background check.** Proof of background check is required for any employee of the contractor who will either be permanently or substituted assigned as housekeeping staff. Proof to be produced upon demand.
- 9.4 **Sign In.** All housekeeping personnel must sign in with Court security whenever entering the building. All housekeeping personnel must wear a company photo identification badge when in the building. Keys and/or keycards must be signed out on days scheduled and turned in when leaving. Keys and/or keycards may not be taken off of the premises. Contractor to promptly inform the Court’s Assistant Clerk/Executive Officer of and substitution in personnel scheduled to work.
- 9.5 **Work Performed.** All of the above work is to be completed in a workmanlike manner according to standard practices.
- 9.6 **Insurance Requirements.** The contractor is to supply the Court with a certificate of liability and/or workman’s compensations within two (2) weeks of the award of contract.
- 9.7 **Attire.** No open-toed shoes. No flip-flops/sandals shoes. Tennis/work shoes preferred. No cut off shorts or jeans/pants with holes. Contractor to provide a shirt/apron with company logo for identification purposes. Contractor to provide a copy of dress code requirements with the proposal.
- 9.8 **Timeline.** Contractor must perform the Services and deliver the Deliverables according to the following timeline:
- A. The Contractor will provide four (4) housekeepers and the services three days a week, Monday, Wednesday and Friday with the exception of holidays. The standing shift hours will be from 4:15 p.m. – 6:45 p.m. Monday and Wednesday and 4:00 p.m. – 6:30 p.m. on Friday. If any cleaning or

work is needed on Saturday, that may be scheduled between 7:00 a.m. and 3:00 p.m., only. All housekeeping personnel must be out of the building by 6:45 p.m. Monday and Wednesday and 6:30 p.m. on Friday. One housekeeper will be assigned to the upstairs; one to the downstairs; one to clean / mop floors and restrooms; and one for dusting.

- No vacuuming is allowed until 5:30 p.m. Monday, Wednesday or Friday.
- Cords from any equipment are not to hit the corners or walls.
- Downstairs and upstairs restrooms must not be closed for cleaning at the same time.

Holidays honored are New Year's Day, Martin Luther King Jr., Day, Lincoln's Birthday, Washington's Birthday, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Juneteenth, Native American's Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. Service staff will be compensated for all closed Court holidays as if they were normal work days.

9.9 Project Managers. The COURT's project manager is: **AnnDee Smith**. The COURT may change its project manager at any time upon notice to Contractor without need for an amendment to this Agreement. Contractor's project manager is: **[Insert name]**. Subject to written approval by the COURT, Contractor may change its project manager without need for an amendment to this Agreement.

9.10 Service Warranties. Contractor 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) Contractor will perform the Services in the most cost-effective manner consistent with the required level of quality and performance. Contractor 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 COURT's acceptance of such Deliverable, and shall continue for a period of one (1) year following acceptance. In the event any Deliverable does not conform to the foregoing warranty, Contractor shall promptly correct all nonconformities to the satisfaction of the COURT.

9.11 Resources. Contractor 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 Contractor's obligations under this Agreement.

9.12 Commencement of Performance. This Agreement is of no force and effect until signed by both parties and all COURT-required approvals are secured. Any commencement of performance prior to Agreement approval shall be at Contractor's own risk.

9.13 Stop Work Orders.

A. The COURT may, at any time, by Notice to Contractor, require Contractor to stop all or any part of the Services for a period up to ninety (90) days after the Notice is delivered to Contractor, 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, Contractor 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 Contractor, or within any extension of that period to which the parties shall have agreed, the COURT 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.

B. If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, Contractor shall resume the performance of Services. The COURT shall make an equitable adjustment in the delivery schedule, the Contract Amount, or both, and the Agreement shall be modified, in writing, accordingly, if:

- i. The Stop Work Order results in an increase in the time required for, or in Contractor's cost properly allocable to the performance of any part of this Agreement; and

- ii. Contractor requests an equitable adjustment within thirty (30) days after the end of the period of stoppage; however, if the COURT decides the facts justify the action, the COURT may receive and act upon a proposal submitted at any time before final payment under this Agreement.
- C. The COURT shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this provision.

10. Acceptance or Rejection. All Goods, Services, and Deliverables are subject to acceptance by the COURT. The COURT 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 COURT). If the COURT rejects any Good, Service, or Deliverable (other than for late performance or delivery), Contractor shall modify such rejected Good, Service, or Deliverable at no expense to the COURT to correct the relevant deficiencies and shall redeliver such Good, Service, or Deliverable to the COURT within ten (10) business days after the COURT's rejection, unless otherwise agreed in writing by the COURT. Thereafter, the parties shall repeat the process set forth in this section until the COURT accepts such corrected Good, Service, or Deliverable. The COURT may terminate that portion of this Agreement which relates to a rejected Good, Service, or Deliverable at no expense to the COURT if the COURT rejects that Good, Service, or Deliverable (i) for late performance or delivery, or (ii) on at least two (2) occasions for other deficiencies.

**ATTACHMENT 1
ACCEPTANCE AND SIGNOFF FORM**

Description of Services or Deliverables provided by Contractor: _____

Date submitted to the COURT: _____

The Services or Deliverables are:

1) Submitted on time: yes no. If no, please note length of delay and reasons.

2) Complete: yes no. If no, please identify incomplete aspects of the Services or Deliverables.

3) Technically accurate: yes no. If no, please note corrections required.

Please note level of satisfaction:

Poor Fair Good Very Good Excellent

Comments, if any:

The Services or Deliverables listed above are accepted.

The Services or Deliverables listed above are rejected.

Name: _____

Title: _____

Date: _____

END OF ATTACHMENT

APPENDIX B

Payment Provisions

1. **General.** Subject to the terms of this Agreement, Contractor shall invoice the COURT, and the COURT shall compensate Contractor, as set forth in this Appendix B. The amounts specified in this Appendix shall be the total and complete compensation to be paid to Contractor for its performance under this Agreement. Contractor shall bear, and the COURT shall have no obligation to pay or reimburse Contractor for, any and all other fees, costs, profits, taxes or expenses of any nature which Contractor incurs.
2. **Compensation for Services.**
 - 3.1 **Amount.** Contractor will invoice the following amounts for Services that the COURT has accepted:
 - *TBD*
 - 3.2 **Withholding.** When making a payment tied to the acceptance of Deliverables, the COURT shall have the right to withhold fifteen percent (15%) of each such payment until the COURT accepts the final Deliverable.
 - 3.3 **No Advance Payment.** The COURT will not make any advance payment for Services.
3. **Expenses.** Except as set forth in this section, no expenses relating to the Goods, Services, and Deliverables shall be reimbursed by the COURT.
 - 10.1 **Allowable Expenses.** Contractor may submit for reimbursement, without mark-up, only the following categories of expense: N/A.
 - 10.2 **Limit on Travel Expenses.** If travel expenses are allowed under Section 4.1 above: (i) all travel is subject to written preauthorization and approval by the COURT, and (ii) all travel expenses are limited to the maximum amounts set forth in the COURT's travel expense policy.
 - 10.3 **Expense Limit.** Contractor shall not invoice the COURT, and the COURT has no obligation to reimburse Contractor, for expenses of any type that exceed in the aggregate the amount of: **[\$Dollar amount]** for the Initial Term; **[\$Dollar amount]** for First Option Term; **[\$Dollar amount]** for Second Option Term; **[\$Dollar amount]** for Third Option Term; **[\$Dollar amount]** for Fourth Option Term.
 - 10.4 **Required Certification.** Contractor must include with any request for reimbursement from the COURT a certification that Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. If Contractor incurs costs or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the COURT was sought for these costs, and Contractor will provide those records to the Attorney General upon request.
5. **Invoicing and Payment**
 - 5.1 **Invoicing.** Contractor shall submit invoices to the COURT in arrears no more frequently than monthly. Contractor's invoices must include information and supporting documentation acceptable to the COURT. Contractor shall adhere to reasonable billing guidelines issued by the COURT from time to time.
 - 5.2 **Payment.** The COURT will pay each correct, itemized invoice received from Contractor 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 Contractor are contingent upon the timely and satisfactory performance of Contractor's obligations under this Agreement.

5.3 No Implied Acceptance. Payment does not imply acceptance of Contractor's invoice, Goods, Services, or Deliverables. Contractor shall immediately refund any payment made in error. The COURT shall have the right at any time to set off any amount owing from Contractor to the COURT against any amount payable by the COURT to Contractor under this Agreement.

6. Taxes. Unless otherwise required by law, the COURT is exempt from federal excise taxes and no payment will be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The COURT 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 COURT pursuant to this Agreement.

DO NOT SIGN

APPENDIX C

General Provisions

1. Provisions Applicable to Services

- 1.1 Qualifications.** Contractor shall assign to this project only persons who have sufficient training, education, and experience to successfully perform Contractor's duties. If the COURT is dissatisfied with any of Contractor's personnel, for any or no reason, Contractor shall replace them with qualified personnel.
- 1.2 Turnover.** Contractor shall endeavor to minimize turnover of personnel Contractor has assigned to perform Services.
- 1.3 Background Checks.** Contractor shall cooperate with the COURT if the COURT wishes to perform any background checks on Contractor's personnel by obtaining, at no additional cost, all releases, waivers, and permissions the COURT may require. Contractor shall not assign personnel who refuse to undergo a background check. Contractor shall provide prompt notice to the COURT of (i) any person who refuses to undergo a background check, and (ii) the results of any background check requested by the COURT and performed by Contractor. Contractor shall ensure that the following persons are not assigned to perform services for the COURT: (a) any person refusing to undergo such background checks, and (b) any person whose background check results are unacceptable to Contractor or that, after disclosure to the COURT, the COURT advises are unacceptable to the COURT.

2. Contractor Certification Clauses. Contractor certifies that the following representations and warranties are true. Contractor shall cause its representations and warranties to remain true during the Term. Contractor shall promptly notify the COURT if any representation and warranty becomes untrue. Contractor represents and warrants as follows:

- 2.1 Authority.** Contractor has authority to enter into and perform its obligations under this Agreement, and Contractor's signatory has authority to bind Contractor to this Agreement.
- 2.2 Not an Expatriate Corporation.** Contractor 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 COURT.
- 2.3 No Gratuities.** Contractor 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.
- 2.4 No Conflict of Interest.** Contractor 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.
- 2.5 No Interference with Other Contracts.** To the best of Contractor's knowledge, this Agreement does not create a material conflict of interest or default under any of Contractor's other contracts.
- 2.6 No Litigation.** No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect Contractor's ability to perform the Services.
- 2.7 Compliance with Laws Generally.** Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services.
- 2.8 Drug Free Workplace.** Contractor provides a drug free workplace as required by California Government Code sections 8355 through 8357.

- 2.9 No Harassment.** Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement, and Contractor takes all reasonable steps to prevent harassment from occurring.
- 2.10 Noninfringement.** The Goods, Services, Deliverables, and Contractor's performance under this Agreement do not infringe, or constitute an infringement, misappropriation or violation of, any third party's intellectual property right.
- 2.11 Nondiscrimination.** Contractor 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.). Contractor 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. Contractor will notify in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of nondiscrimination.
- 2.12 National Labor Relations Board Orders.** No more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.

3. Insurance.

3.1 General Requirements.

A. By requiring the minimum insurance set forth in this Agreement, the COURT shall not be deemed or construed to have assessed the risks that may be applicable to Contractor under this Agreement. Contractor shall assess its own risks and if it deems appropriate or prudent, maintain higher limits or broader coverage.

B. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to the Contractor; 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 COURT in compliance with the insurance requirements set forth in this Agreement. The COURT 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 COURT that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the Contractor under this Agreement.

C. Contractor shall obtain and maintain the required insurance for the duration of this Agreement with an insurance company or companies acceptable to the COURT, 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.

D. 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 COURT. Any Contractor deductible must be clearly stated on the appropriate certificate of insurance.

Self-Insured retentions (SIR) must be declared to and approved in writing by the COURT. The COURT may require the Contractor 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 COURT. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to Judicial Branch Entities or Judicial Branch Personnel. COURT may deduct from any amounts otherwise due Contractor 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. COURT reserves the right to obtain a copy of any policies and endorsements for verification.

E. Contractor is responsible for and may not recover from the State of California, Judicial Council, or the COURT any deductible or self-insured retention that is connected to the insurance required under this Agreement. If self-insured, Contractor warrants that it will maintain funds to cover losses required to be insured against by Contractor under the terms of this Agreement.

F. Contractor, prior to commencing performance under this Agreement, shall provide COURT with certificates of insurance and signed insurance policy endorsements, on forms acceptable to COURT, 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 Contractor 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 of California; Judicial Council of California; and the COURT, and their respective elected and appointed officials, judicial officers, officers, employees, and agents as additional insureds. No payments will be made to Contractor until all required current and complete certificates of insurance and signed insurance policy endorsements are properly endorsed and on file with the COURT.

G. 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 the COURT. Contractor’s liabilities under this Agreement shall not be limited in any manner to the insurance coverage required.

H. Failure to provide the documentation as required prior to the commencement of Contractor’s performance under this Agreement shall not constitute or be construed as a waiver of the obligation to provide such documentation.

I. The Certificates of Insurance must be addressed and mailed to:

*Rachel Hudy, Supervising Administrative Specialist
Court of Appeal
Fourth Appellate District, Division Two
3389 12th Street
Riverside, CA 92501*

J. All insurance policies required under this Agreement must remain in force for the entire duration of this Agreement. If the insurance expires during the Term of this Agreement, Contractor shall immediately renew or replace the required insurance and provide a new current certificate of insurance and signed insurance policy endorsement(s), or Contractor will be in breach of this Agreement, and the COURT may direct the Contractor to stop work or may take other remedial action. Contractor must provide renewal insurance certificates and signed policy endorsements to COURT on or before the expiration date of the previous insurance certificates and signed policy endorsements. Any new insurance procured by Contractor must conform to the requirements of this Agreement.

K. In the event Contractor fails to keep the specified insurance coverage in force at all times required under this Agreement, COURT may, in addition to and without limiting any other remedies available to it, (i) order the Contractor to stop work, or (ii) terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.

L. Contractor, and each insurer providing insurance required under this Agreement, expressly waives all rights of recovery and subrogation rights it may have against the State of California, Judicial

Council, the COURT, and their respective elected and appointed officials, judicial officers, officers, employees, and agents for direct physical loss or damage arising from Contractor's performance of this Agreement, and for any liability arising out of or in connection with Contractor's performance of this Agreement or arising out of or in connection with Contractor's breach of this Agreement. This provision does not apply to professional liability insurance policies.

M. Contractor shall provide the COURT with written notice within **TEN (10)** calendar 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, Contractor shall **immediately** notify the COURT's Project Manager.

N. COURT reserves the right to request certified copies of any of the insurance policies required under this Agreement, which must be provided by Contractor within **TEN (10)** business days following the request by COURT.

O. Contractor must require insurance from its Subcontractors in substantially the same form as required of the Contractor herein and with limits of liability that are sufficient to protect the interests of the Contractor, State of California, the Judicial Council, and the COURT.

3.2 **Individual Policy Requirements**

A. Commercial General Liability

Commercial General Liability Insurance shall be written on an occurrence form with limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage and two million dollars (\$2,000,000) 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 Contractor's performance of this Agreement or the termination of this Agreement, whichever occurs first.

B. Commercial Automobile Liability

Commercial Automobile Liability Insurance shall have limits of not less than one million dollars (\$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 Contractor's performance of this Agreement, including, without limitation, owned, hired, and non-owned motor vehicles.

C. Workers' Compensation & Employers' Liability Insurance

If Contractor has employees, it shall maintain workers' compensation insurance as required by law. Employer's liability limits shall be not less than one million dollars (\$1,000,000) for each accident, one million dollars (\$1,000,000) as the aggregate disease policy limit, and one million dollars (\$1,000,000) as the disease limit for each employee. If Contractor does not have employees, it shall provide a letter, on company letterhead, to the COURT certifying, under penalty of perjury, that it does not have employees. Upon the COURT's receipt of the letter, Contractor shall not be required to maintain workers' compensation insurance.

D. 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 performance required under the terms of this Agreement. The policy shall provide limits of not less than one million dollars (\$1,000,000) per claim or per occurrence and two million dollars (\$2,000,000) annual aggregate. If the policy is written on a "claims made" form, Contractor 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 Contractor's completion of the performance of this Agreement. The retroactive date or "prior acts inclusion date" of any such "claims made" policy must be no later than the date Contractor commences performance of this Agreement.

E. Cyber Liability Insurance

Cyber Liability Insurance, with limits not less than two million dollars (\$2,000,000) per occurrence or claim, two million dollars (\$2,000,000) aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Contractor 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.

F. Technology Professional Liability Errors & Omissions

Technology professional liability errors and omissions insurance appropriate to the Contractor profession and work hereunder, with limits not less than two million dollars (\$2,000,000) per occurrence, and two million dollars (\$2,000,000) per annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by the Contractor pursuant to 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.

The technology professional liability errors and omissions insurance policy shall include, or be endorsed to include, **property damage liability coverage** for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the COURT in the care, custody, or control of the Contractor. If not covered under Contractor’s technology professional liability errors and omissions insurance, such “property” coverage of the COURT must be endorsed onto the Contractor’s Cyber Liability Policy.

G. Builders Risk/Installation

Builders Risk/Installation Coverage Policy shall be written on an all-risk basis and that covers the work to be performed under this Agreement 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.

H. Contractor’s Equipment Insurance

Contractor shall maintain equipment insurance covering its business property, equipment, and tools used in the performance at the project site that are not intended to become a permanent part of the work. The COURT shall not be responsible for loss or damage to or obtaining and/or maintaining in force insurance on temporary structures, construction equipment, tools, or personal effects, owned or rented to or in the care, custody, and control of a Contractor of any tier.

I. Commercial Crime Insurance

This policy is required if Contractor handles or has regular access to COURT’s funds or property of significant value to the COURT. This policy must cover dishonest acts including loss due to disappearance or destruction of money, securities, and property; forgery and alteration of documents; and fraudulent transfer of money, securities, and property. The minimum liability limit must be one million dollars (\$1,000,000).

3.3 **Umbrella Policies**

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

4. Indemnity. Contractor will defend (with counsel satisfactory to the COURT 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 Contractor, its agents, employees, independent contractors, 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. Contractor 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 COURT's prior written consent, which consent shall not be unreasonably withheld; and the COURT 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. Contractor'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.

5. Option Term. Unless Section 2 of the Coversheet indicates that an Option Term is not applicable, the COURT may, at its sole option, extend this Agreement **for up to four single one-year terms**, at the end of which Option Term this Agreement shall expire. In order to exercise these Option Terms, the COURT must send Notice to Contractor at least thirty (30) days prior to the end of the Initial Term. The exercise of an Option Term will be effective without Contractor's signature.

6. Tax Delinquency. Contractor must provide notice to the COURT immediately if Contractor 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 COURT may terminate this Agreement immediately "for cause" pursuant to Section 7.2 below if (i) Contractor fails to provide the notice required above, or (ii) Contractor is included on either list mentioned above.

7. Termination

7.1 Termination for Convenience. The COURT 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 COURT, Contractor shall immediately: (a) stop Services as specified in the Notice; and (b) stop the delivery or manufacture of Goods as specified in the Notice.

7.2 Termination for Cause. The COURT may terminate this Agreement, in whole or in part, immediately "for cause" if (i) Contractor 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 COURT, is not capable of being cured within this cure period); (ii) Contractor or Contractor's creditors file a petition as to Contractor's bankruptcy or insolvency, or Contractor 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) Contractor makes or has made under this Agreement any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading.

7.3 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.

7.4 Termination for Changes in Budget or Law. The COURT'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 COURT may terminate this Agreement or limit Contractor's Services (and reduce proportionately Contractor's fees) upon Notice to Contractor without prejudice to any right or remedy of the COURT if: (i) expected or actual funding to compensate Contractor is withdrawn, reduced or limited; or (ii) the COURT determines that Contractor's performance under this Agreement has become infeasible due to changes in applicable laws.

7.5 Rights and Remedies of the COURT.

(A) *Nonexclusive Remedies.* All remedies provided in this Agreement may be exercised individually or in combination with any other available remedy. Contractor shall notify the COURT immediately if Contractor 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 Contractor is in default, the COURT may do any of the following: (i) withhold all or any portion of a payment otherwise due to Contractor,

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.

10. 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.

10.1 Union Activities Restrictions. *If the Contract Amount is over \$50,000, this section is applicable.*

Contractor agrees that no COURT funds received under this Agreement will be used to assist, promote or deter union organizing during the Term. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no COURT funds were used for those expenditures. Contractor will provide those records to the Attorney General upon request.

10.2 Domestic Partners, Spouses, Gender, and Gender Identity Discrimination. *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor is in compliance with, and throughout the Term will remain in compliance with: (i) PCC 10295.3 which places limitations on contracts with contractors who discriminate in the provision of benefits on the basis of marital or domestic partner status; and (ii) PCC 10295.35, which places limitations on contracts with contractors that discriminate in the provision of benefits on the basis of an employee's or dependent's actual or perceived gender identity.

10.3 Child Support Compliance Act. *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the Term) all applicable state and federal laws relating to child and family support enforcement, including disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

10.4 Priority Hiring. *If the Contract Amount is over \$200,000 and this Agreement is for services (other than Consulting Services), this section is applicable.* Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.

10.5 Iran Contracting Act. *If the Contract Amount is \$1,000,000 or more and Contractor did not provide to COURT an Iran Contracting Act certification as part of the solicitation process, this section is applicable.* Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran ("Iran List") created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending \$20,000,000 or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the COURT to enter into this Agreement pursuant to PCC 2203(c).

10.6 Loss Leader Prohibition. *If this Agreement involves the purchase of goods, this section is applicable.* Contractor shall not sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.

10.7 Recycling. *If this Agreement provides for the purchase or use of goods specified in PCC 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), this section is applicable with respect to those goods. Without limiting the foregoing, if this Agreement includes (i) document printing, (ii) parts cleaning, or (iii) janitorial and building maintenance services, this section is applicable.* Contractor shall use recycled products in the performance of this Agreement to the maximum extent doing so is economically feasible. Upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the PCC 12200, in such goods regardless of whether the goods meet the requirements of PCC 12209. With respect to printer or duplication cartridges that comply with the requirements of PCC 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.

- 10.8 Sweatshop Labor.** *If this Agreement provides for the laundering of apparel, garments or corresponding accessories, or for furnishing equipment, materials, or supplies other than for public works, this section is applicable.* Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the COURT under this Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and PCC 6108. Contractor agrees to cooperate fully in providing reasonable access to Contractor's records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under this section and shall provide the same rights of access to the COURT.
- 10.9 Federal Funding Requirements.** *If this Agreement is funded in whole or in part by the federal government, this section is applicable.* It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made. This Agreement is valid and enforceable only if sufficient funds are made available to the COURT by the United State Government for the fiscal year in which they are due and consistent with any stated programmatic purpose, and this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner. The parties mutually agree that if the Congress does not appropriate sufficient funds for any program under which this Agreement is intended to be paid, this Agreement shall be deemed amended without any further action of the parties to reflect any reduction in funds. The COURT may invalidate this Agreement under the termination for convenience or cancellation clause (providing for no more than thirty (30) days' Notice of termination or cancellation), or amend this Agreement to reflect any reduction in funds.
- 10.10 DVBE Commitment.** *This section is applicable if Contractor received a disabled veteran business enterprise ("DVBE") incentive in connection with this Agreement.* Contractor's failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Contractor used DVBE subcontractor(s) in connection with this Agreement: (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the COURT approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must complete and return to the COURT a post-contract certification form promptly upon completion of the awarded contract, and by no later than the date of submission of Contractor's final invoice to the COURT. (The post-contract certification form is located at: <https://www.courts.ca.gov/documents/JBCM-Post-Contract-Certification-Form.docx>) If the Contractor fails to do so, the COURT will withhold \$10,000 from the final payment, or withhold the full payment if it is less than \$10,000, until the Contractor submits a complete and accurate post-contract certification form. The COURT shall allow the Contractor to cure the deficiency after written notice of the Contractor'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 Contractor refuses to comply with these certification requirements, the COURT 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 Contractor received under the Agreement, (2) the total amount of money and the percentage of work that Contractor committed to provide to each DVBE subcontractor; (3) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection with the Agreement; (4) the amount of money each DVBE subcontractor actually received from Contractor in connection with the Agreement, and the corresponding percentage this payment comprises of the total amount of money Contractor received under the Agreement; and (5) that all payments under the Agreement have been made to the applicable DVBE subcontractors. Upon request by the COURT, Contractor 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. Contractor will comply with all rules, regulations, ordinances and statutes that govern the DVBE program, including, without limitation, Military and Veterans Code section 999.5.

- 10.11 Antitrust Claims.** *If this Agreement resulted from a competitive solicitation, this section is applicable.* Contractor shall assign to the COURT 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 Contractor for sale to the COURT. Such assignment shall be made and become effective at the time the COURT tenders final payment to Contractor. If the COURT receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the COURT any portion of the recovery, including treble damages, attributable to overcharges that were paid by Contractor but were not paid by the COURT as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by Contractor, the COURT shall, within one (1) year from such demand, reassign the cause of action assigned under this part if Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the COURT has not been injured thereby, or (b) the COURT declines to file a court action for the cause of action.
- 10.12 Legal Services.** *If this Agreement is for legal services, this section is applicable.* Contractor shall: (i) adhere to legal cost and billing guidelines designated by the COURT; (ii) adhere to litigation plans designated by the COURT, if applicable; (iii) adhere to case phasing of activities designated by the COURT, if applicable; (iv) submit and adhere to legal budgets as designated by the COURT; (v) maintain legal malpractice insurance in an amount not less than the amount designated by the COURT; and (vi) submit to legal bill audits and law firm audits if so requested by the COURT, whether conducted by employees or designees of the COURT or by any legal cost-control provider retained by the COURT for that purpose. Contractor may be required to submit to a legal cost and utilization review as determined by the COURT. If (a) the Contract Amount is greater than \$50,000, (b) the legal services are not the legal representation of low- or middle-income persons, in either civil, criminal, or administrative matters, and (c) the legal services are to be performed within California, then Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services, or an equivalent amount of financial contributions to qualified legal services projects and support centers, as defined in section 6213 of the Business and Professions Code, during each year of the Agreement equal to the lesser of either (A) thirty (30) multiplied by the number of full time attorneys in the firm's offices in California, with the number of hours prorated on an actual day basis for any period of less than a full year or (B) the number of hours equal to ten percent (10%) of the Contract Amount divided by the average billing rate of the firm. Failure to make a good faith effort may be cause for nonrenewal of this Agreement or another judicial branch or other state contract for legal services, and may be taken into account when determining the award of future contracts with a Judicial Branch Entity for legal services.
- 10.13 Good Standing.** *If Contractor 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.* Contractor is, and will remain for the Term, qualified to do business and in good standing in California.
- 10.14 Equipment Purchases.** *If this Agreement includes the purchase of equipment, this section is applicable.* The COURT may, at its option, repair any damaged or replace any lost or stolen items and deduct the cost thereof from Contractor's invoice to the COURT, or require Contractor to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the COURT at no expense to the COURT. If a theft occurs, Contractor must file a police report immediately.
- 10.15 Four-Digit Date Compliance.** *If this Agreement includes the purchase of systems, software, or instrumentation with imbedded chips, this section is applicable.* Contractor represents and warrants that it will provide only Four-Digit Date Compliant deliverables and services to the COURT. "Four-Digit Date Compliant" deliverables and services can accurately process, calculate, compare, and sequence date data, including date data arising out of or relating to leap years and changes in centuries. This warranty

and representation is subject to the warranty terms and conditions of this Agreement and does not limit the generality of warranty obligations set forth elsewhere in this Agreement.

10.16 Janitorial Services or Building Maintenance Services. *If this Agreement is for janitorial or building maintenance services, this section is applicable.* If this Agreement requires Contractor to perform Services at a new site, Contractor shall retain for sixty (60) days all employees currently employed at that site by any previous contractor that performed the same services at the site. Contractor shall provide upon request information sufficient to identify employees providing janitorial or building maintenance services at each site and to make the necessary notifications required under Labor Code section 1060 et seq.

10.17 Small Business Preference Commitment. *This section is applicable if Contractor received a small business preference in connection with this Agreement.* Contractor's failure to meet the small business commitment set forth in its bid or proposal constitutes a breach of this Agreement. Contractor must within sixty (60) days of receiving final payment under this Agreement report to the COURT the actual percentage of small/micro business participation that was achieved. If Contractor is a nonprofit veteran service agency ("NVSA"), Contractor must employ veterans receiving services from the NVSA for not less than 75 percent of the person-hours of direct labor required for the production of goods and the provision of services performed pursuant to this Agreement.

11. Miscellaneous Provisions.

11.1 Independent Contractor. Contractor is an independent contractor to the COURT. No employer-employee, partnership, joint venture, or agency relationship exists between Contractor and the COURT. Contractor has no authority to bind or incur any obligation on behalf of the COURT. If any governmental entity concludes that Contractor is not an independent contractor, the COURT may terminate this Agreement immediately upon Notice.

11.2 GAAP Compliance. Contractor maintains an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles.

11.3 Audit. Contractor must allow the COURT or its designees to review and audit Contractor's (and any subcontractors') documents and records relating to this Agreement, and Contractor (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 Contractor (or any subcontractor) is not in compliance with this Agreement, Contractor shall correct errors and deficiencies by the twentieth (20th) day of the month following the review or audit. If an audit determines that Contractor has overcharged the COURT five percent (5%) or more during the time period subject to audit, Contractor must reimburse the COURT 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.

11.4 Licenses and Permits. Contractor shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by applicable law for the performance of the Services or the delivery of the Goods. Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations, and for any fines and penalties arising from its noncompliance with any applicable law.

11.5 Confidential Information. During the Term and at all times thereafter, Contractor 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 COURT's express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to its employees or contractors who need to know that information in order to perform Services hereunder and who have executed a confidentiality agreement with Contractor at least as protective as the provisions of this section. The provisions of this section shall survive the expiration or termination of this Agreement. Contractor will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor 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 COURT owns all right, title and interest in the Confidential Information. Contractor will notify the COURT promptly upon learning of any

unauthorized disclosure or use of Confidential Information and will cooperate fully with the COURT to protect such Confidential Information. Upon the COURT's request and upon any termination or expiration of this Agreement, Contractor will promptly (a) return to the COURT or, if so directed by the COURT, destroy all Confidential Information (in every form and medium), and (b) certify to the COURT in writing that Contractor has fully complied with the foregoing obligations. Contractor acknowledges that there can be no adequate remedy at law for any breach of Contractor'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 COURT shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.

- 11.6 Ownership of Deliverables.** Unless otherwise agreed in this Agreement, Contractor hereby assigns to the COURT ownership of all Deliverables, any partially-completed Deliverables, and related work product or materials. Contractor agrees not to assert any rights at common law, or in equity, or establish a copyright claim in any of these materials. Contractor 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 COURT.
- 11.7 Publicity.** Contractor shall not make any public announcement or press release about this Agreement without the prior written approval of the COURT.
- 11.8 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.
- 11.9 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.
- 11.10 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 COURT. A waiver of enforcement of any of this Agreement's terms or conditions by the COURT is effective only if expressly agreed in writing by a duly authorized officer of the COURT. 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.
- 11.11 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.
- 11.12 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.
- 11.13 Severability.** If any part of this Agreement is held unenforceable, all other parts remain enforceable.
- 11.14 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.
- 11.15 Time of the Essence.** Time is of the essence in Contractor's performance under this Agreement.
- 11.16 Counterparts.** This Agreement may be executed in counterparts, each of which is considered an original.

DO NOT SIGN

APPENDIX D

Defined Terms

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

“Agreement” is defined on the Coversheet.

“Contractor” is defined on the Coversheet.

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

“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 on the Coversheet, and (ii) the last day of any Option Term.

“Goods” is defined in Appendix A.

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

“COURT” is defined on the Coversheet.

“Judicial Branch Entity” or **“Judicial Branch Entities”** means any California superior or appellate court, the Judicial Council of California, and the Habeas Corpus Resource Center.

“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 COURT.

“PCC” refers to the California Public Contract Code.

“Services” is defined in Appendix A.

“Stop Work Order” is defined in Appendix B.

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

APPENDIX E

**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 COURT for a solicitation of goods or services of \$100,000 or more, or (ii) entering into or renewing a contract with the COURT for the purchase of goods or services of \$100,000 or more.

CERTIFICATIONS:

1. Contractor is in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code);
2. Contractor is 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);
3. Contractor does 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); **and**
4. Any policy adopted by a person or actions taken thereunder that are reasonably necessary to comply with federal or state sanctions or laws affecting sovereign nations or their nationals shall not be construed as unlawful discrimination 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 Contractor to the certifications made in this document.

<i>Contractor Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of _____ in the State of _____</i>	